



Ref. no. 57239/2026 (ČD)

taktici.cz, s.r.o.

issues the present

Network Statement on the National Railway Operated by České dráhy, a.s.

(Railway Timetable 2027/2028)

Effective date: 13 December 2026

List of Revisions

Revision issue date	Revision description

Article 1
Introductory provisions

(1) The present **Network Statement on the National Railway Operated by České dráhy, a.s.** (hereinafter referred to as "the Network Statement") sets out the principles and procedures which are followed in the pricing and billing for the use of the railway infrastructure and the allocation of capacity of their railway infrastructure. This Network Statement is issued in order to establish the 2027/2028 railway timetable with the effective date 13 December 2026.

(2) The company "České dráhy, a.s." (hereinafter referred to as "ČD" or "the Infrastructure Operator") operates the national railway under an official licence for the operation of the national railway issued under reference number ÚP/2008/9004.

(3) The present Network Statement applies to the following national railway lines: the area of the Děčín hl. n. *(Děčín central)* railway station.

(4) In accordance with Section 42c of the Act No. 266/1994 Coll. on Rail Systems, as amended (hereinafter referred to as the "ZoD"), ČD has established the branch named "Celostátní dráha" (*National Railway*) to operate the concerned sections of the rail system according to the present Network Statement.

(5) Since ČD as an operator of the national railway according to Article 1(3) of this Network Statement pursues as its main activity rail passenger transport, the activities related to the acceptance of rules for the calculation of the prices for the use of the railway infrastructure, the prices for allocations of railway infrastructure capacity, the actual allocations of railway infrastructure capacity and the elaboration of the Network Statement are carried out for ČD by taktici.cz, s.r.o., with its registered office at Dittrichova 328/19, 120 00 Praha 2, Company Registration Number: 14707659, VAT Tax Identification Number: CZ 14707659 (hereinafter referred to as "Infrastructure Manager"). The Infrastructure Manager's data box has the identifier dfft76x. The Infrastructure Manager carrying out this activity for ČD does so with impartiality. Pursuant to Section 32a(5) of the ZoD, the Infrastructure Manager has issued internal regulations setting out measures to prevent discriminatory conduct and conflicts of interest in relation to transport operators, and ensures compliance with these regulations; it records the costs and revenues associated with the performance of its core activities separately from its other activities.

(6) The Infrastructure Manager publishes, in accordance with the ZoD, on the website *taktici.cz/pridelce*. This Network Statement is provided to carriers without

payment and is also accessible on the website *taktici.cz/pridelce* and can be obtained by electronic mail on request sent to the e-mail address *pridelce@taktici.cz*. In accordance with Section 33(1) of the ZoD, the Network Statement is published in Czech and in an English translation; in the event of any discrepancy between the Czech and foreign-language versions, the Czech version shall prevail.

(7) According to Article 27(3) of Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area, this Network Statement must be kept up to date and amended as necessary. Therefore, the Infrastructure Manager reserves the right to modify this Network Statement and to publish it, pursuant to Section 33(5) of the ZoD on the website *taktici.cz/pridelce*. The Infrastructure Manager has made the draft of the present Network Statement available on the website taktici.cz/pridelce for comments by interested parties at least 30 days prior to the date of its publication (Section 33(1) of the ZoD) ; it follows a similar procedure for amendments to the Network Statement which change the rules for the allocation of railway infrastructure capacity or prices. The Infrastructure Manager shall indicate the changes made in the List of Revisions and republish the updated Network Statement (Section 33(5) of the ZoD).

(8) The Infrastructure Operator operating the railway infrastructure to which this Network Statement applies is obliged to ensure that in the event of a change in the person of the Infrastructure Manager or the Infrastructure Operator, the Infrastructure Manager's rights and obligations arising from the framework agreement according to Annex No. 5, if one has been concluded, are transferred to a new Infrastructure Manager unless this Network Statement rules out its conclusion.

Article 2
Legislation and regulations

(1) The core legislative conditions for the operation of a railway infrastructure and railway transport as well as the rights and obligations of legal entities and individuals operating in this sector are set out in the ZoD and its implementing regulations.

(2) The basic internal regulations of the Infrastructure Operator operating the national railway determining the rules for organising and supporting the operations consist of:

a) Regulations of ČD,

b) Regulations of "Správa železnic, státní organizace" (hereinafter referred to as "*Railway Administration, state-owned organisation*"); Správa železnic has granted

its consent in writing to use the regulations as the railway operator's internal regulations.

(3) The regulations referred to in paragraph 2 are listed in the model contract for the operation of rail transport set out in Annex no. 10 to the present Network Statement.

(4) The allocation of railway infrastructure capacity is also governed by directly applicable European Union legislation, in particular Regulation (EU) 2026/1184 of the European Parliament and of the Council of 20 May 2026 on the use of railway infrastructure capacity in the single European railway area, amending Directive 2012/34/EU and repealing Regulation (EU) No 913/2010 (hereinafter referred to as "Regulation 2026/1184"), Commission Implementing Regulation (EU) 2015/10 on criteria for applicants for rail infrastructure capacity, Commission Implementing Regulation (EU) 2016/545 on procedures and criteria concerning framework agreements for the allocation of rail infrastructure capacity and Commission Implementing Regulation (EU) 2017/2177 on access to service facilities and rail-related services. Regulation 2026/1184 shall apply from 12 June 2026; however, in accordance with Article 81(2)(c), Chapters II and III (management of railway infrastructure capacity; and traffic, disruption and crisis management) shall apply only to activities and tasks relating to network timetables which enter into force on or after 14 December 2030. Until then, the allocation of railway infrastructure capacity shall be governed by the currently applicable version of the ZoD.

Article 3

Infrastructure categories, local determination of the infrastructure and the data concerning operational and technical characteristics of the infrastructure

(1) The present Network Statement is issued for the national railway operated by ČD.

(2) This part of the national railway is a part of the inner area of the railway station, and therefore it is regarded, from the viewpoint of the calculation of the price for using the railway, according to Annex 4, Article II(4), as a siding. Their operation on it is organised exclusively in the form of shunting and no timetable is drawn up for this purpose.

Děčín	
Traction system	3 kV DC
Interlocking safety system	owned by Správa železnic
Maximum permitted speed	5 $km \cdot h^{-1}$
Shunting consist length standard	220 m

Gradient characteristics	max. 5 ‰
Other technical specifications of line	
Line length	5,411 m
ETCS	The railway line is not equipped with the European Train Control System (ETCS).
Termination in railway owned by the Czech Republic and operated by Správa železnic	**Track: ČD, a.s. – Děčín hl.n. (1)** a part of the track no. 21 terminates in the national rail system at the Děčín hl.n. railway station with the end of a branching line of the switch no. 42 at km 538.434. It is terminated with the buffer stop of the track no. 21 at km 538.610. The construction length of the rail system is 176 m. **Shunting yard: ČD, a.s. – Děčín hl.n. (2)** terminates in the national rail system at the Děčín hl.n. railway station with the two ends of the switch no. 61 at km 538.791 and is terminated with the buffer stops of the track no. 49 at km 538,907 and 49a at km 538,898. Furthermore, the shunting yard terminates into the national rail system with the end of the branching line of the switch no. 47a at km 538.884 and ends with buffer stops of the turn-table rays. The construction length of the rail system is 720 m. **Shunting yard: ČD, a.s. – Děčín (3)** terminates in the national rail system at the Děčín hl.n. railway station with the end of a direct branch of the switch no. 40 at km 538.409 and ends with the beginning of the switch no. 57 at km 538.710. Moreover, the shunting yard terminates in the national rail system with the end of the direct line of the switch no. 62 at km 538.745, the end of the branch line of the switch no. 46 at km 538.598, the end of the direct line of the switch no. 47 at km 538.628, the end of the branch line of the switch no. 49 at km 538.667, the end of the direct line of the switch no. 52 at km 538.695, and the end of the direct line of the switch no. 71 at km 538.872. This shunting yard is terminated with the end of the branch line of the switch no. 377 at km 539.363, the end of the direct line of the switch no. 376 at km 539.333, and the end of the direct line of the switch no. 421 at km 539.393. The construction length of the rail system is 4,515 m.

Article 4

Rules for accessing the railway infrastructure and its use

(1) A request for allocation of infrastructure capacity may only be filed with the Infrastructure Manager by an eligible applicant, i.e.:

a) a person holding a valid licence for the relevant line, or

b) in accordance with the ZoD, a person who does not hold a valid licence and submits to the Infrastructure Manager before allocation of the infrastructure capacity by the Infrastructure Manager a written statement from a licence holder that in the event of allocation of the capacity it will actually make use of the capacity. Such a statement may only be made for a certain part of the infrastructure capacity by a single licence holder. If an applicant does not submit this statement, the Infrastructure Manager will not allocate to the applicant the infrastructure capacity. A person requesting allocation of a capacity for a licence holder according to this subparagraph b) is obliged to deliver to the Infrastructure Manager a power of attorney from the holder of a valid licence together with the request for allocation of the capacity.

(2) The railway administration authority will grant on request a licence for operation of railway transport on a national railway (licence) if the applicant:

a) is over the age of 18 and has full legal capacity in case of a natural person,

b) has a clean criminal record within the meaning of Section 26 of the ZoD,

c) is qualified within the meaning of Section 27 of the ZoD,

d) is financially sound within the meaning of Section 28 of the ZoD,

e) has not committed a gross breach of any regulations pertaining to labour law,

f) has not committed a gross breach of customs regulations involving the authorisation to operate freight transport,

g) is insured as of the day when they begin to operate railway transport against the obligation to compensate for damage caused by the operation, and

h) is established in the territory of the Czech Republic.

(3) The railway administration authority will grant on request an authorisation to operate railway transport (licence) on a siding provided the applicant satisfies the conditions set out in paragraph 2(a) through (c) and (h).

(4) Pursuant to Section 24a(5) of the ZoD, a valid licence for operating railway transport on a national and regional line includes a valid licence issued by a competent body of another European Union Member State in conformity with

Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area.

(5) The licence holder for whom/which the capacity is required must be concurrently either:

a) a person established in a Member State of the European Union, authorised to operate national passenger transport on a national railway in the Czech Republic insofar as the capacity for such transport on such a railway is concerned, or

b) a person established in a Member State of the European Union authorised to operate freight transport on a national railway in the Czech Republic, insofar as the capacity for such transport on such a railway is concerned.

Railway transport on a national or regional railroad may also be operated by a holder of a valid license to operate rail transport on a local line or siding if it is the place of intersection of mutually intersecting railways.

(6) The operator of rail transport on a national railway can only accept a carrier if they hold, as at the date of commencement of the rail transport operation on that railway infrastructure, at the same time a carrier's certificate, which is issued to them for a period of 5 years by the Rail Administrative Authority or by the European Union Agency for Railways, if the carrier has an internal organisational structure and a rail transport management system (which means a set of organisational and technological measures for the safe operation of rail transport), fulfils the conditions of professional competence of a person providing railway transport, meets the conditions stipulated by the ZoD for the operation of railway carriages and designated technical equipment, and has issued internal regulations for the operation of railway transport, the operation of railway carriages, the operation of specified technical equipment, the requirements for professional competence and the know-how of the persons providing railway transport and the method of their verification, including a system of regular training.

(7) An operator of railway transport on a national line may only be a carrier if:

a) they have concluded, as at the day of commencement of rail transport operation, an insurance contract covering the obligation of compensation of damage caused by the rail transport operation (this applies to a national railway only) and have paid the premium, and for the entire term of rail transport operation this insurance is contracted and the premium is paid. The minimum amount of the insurance benefit is determined, like in the case of the railways operated by Správa železnic,

as CZK 50 million for each insured event;

b) they have, to the full extent of rail transport operations, the allocated path capacity; with an exception of the cases provided for in Article 6(8) and in Article V of Annex 4.,

c) the price has been agreed for the use of the railway infrastructure according to the price regulations and the method of its payment,

d) have a contract for the operation of rail transport, unless they are identical with the infrastructure operator,

e) in the case of an emergency shipment, the specific technical and operating conditions allowing such transport have been agreed upon with the infrastructure operator.

(8) Further information on the conditions for issuing a license for the operation of rail transport and the conditions for issuing a carrier's certificate can be found on the website of the Railway Authority – see *https://du.gov.cz/potrebuji-si-vyridit/provozovani-drazni-dopravy/licence-k-provozovani-drazni-dopravy/*.

(9) In the Czech Republic, the Rail Authority is the administrative authority responsible for licensing railway transport operators and issuing the carrier's certificates.

(10) A financial guarantee in accordance with Commission Implementing Regulation (EU) 2015/10 and Section 33(4)(b) of the ZoD is not required from applicants. The applicant is obliged to demonstrate their ability to submit an application for the allocation of railway infrastructure capacity in accordance with the present Network Statement (Article 8(2) of Regulation 2026/1184).

Article 5

Cost of railway infrastructure capacity allocation, cost of use of the railway infrastructure and rules for their calculation

(1) The price for the capacity allocation of the railways operated by ČD, the price for its use and the rules for its calculation are set out in Annex No. 4 of this Network Statement.

(2) The Infrastructure Manager, in its activities, disregards ČD's instructions, which could jeopardize its impartiality, in particular the instructions for calculating a certain price or the allocation of capacity to a particular applicant.

(3) The Infrastructure Manager treats the data contained in applications for the

allocation of railway infrastructure capacity as the applicant's trade secret (Article 3(2) of Regulation 2026/1184). It shall only disclose such data to the railway operator to the extent necessary for the organisation of rail transport and for the fulfilment of the railway operator's obligations under the ZoD; it shall only provide the applicant's identification details to other applicants with the applicant's consent (Section 34a(4) of the ZoD). The Infrastructure Manager has access to the railway operator's data only to the extent necessary for the performance of its core activities and does not disclose to the railway operator information concerning the commercial activities of other transport operators.

(4) The price for the allocation of railway infrastructure capacity is calculated solely on the basis of the Infrastructure Manager's economically justifiable costs for carrying out its core activities, in accordance with the principles set out in Annex 4, Article VI. As at the date of publication of the present Network Statement, no information is available regarding planned changes in the price for railway infrastructure use or the price for the allocation of railway infrastructure capacity over the subsequent 5 years, beyond the development of economically justifiable costs (Section 33(3)(n) of the ZoD).

Article 6

Requirements and method of submission of the capacity allocation request

(1) Requirements for the capacity of the railway infrastructure, the introduction of the carrier train, the movement of the shunting consist and the processing of the train timetable are submitted by the applicant electronically through the application in the IS PROK available on the website *pridelce.taktici.cz*. For a one-off allocation of capacity according to Article 7(3)(b) and (c), it is recommended to contact the appropriate service facility to verify its free capacity before applying. IS PROK is a digital tool for submitting and processing applications for railway infrastructure capacity; the Infrastructure Manager grants applicants access to it free of charge and on a non-discriminatory basis.

(2) An application for capacity allocation should include a clear definition of the required capacity and services, including data on their time utilisation. The application for entry into the *IS PROK* must be accompanied by a valid operating license for rail transport entitling the applicant to operate the required type of rail transport in the time period for which it requests the allocation of the infrastructure capacity. The applicant must prove that they have submitted a Statement pursuant to Article

4(1)(b), if the effective text of the ZoD allows this.

(3) The applicant is obliged to include in the application:

a) the applicant's company name, registration number and registered office,
b) a description of the required infrastructure capacity,
c) the type of rail transport operated,
d) the timing of the use of the required railway infrastructure capacity,
e) a proposal for the timing of the required train/shunting route,
f) the series of the traction vehicle and the length of the train / shunting consist. If a set of carriages is to be made available for washing or filling it with water, diesel fuel and the like, it must be specified it is a *train set*,
g) the type and scope of the required services.

(4) The carrier must deliver to the Infrastructure Manager, by the day when it starts to operate railway transport according to the allocated capacity:

a) a carrier’s certificate valid for the period of time for which the infrastructure capacity is to be allocated in the case of a national railway,

b) evidence of the conclusion of an insurance contract against damage caused by the operation of rail transport in conjunction with the utilisation of the allocated railway infrastructure capacity, including proof of the premium paid.

(5) At the request of the Infrastructure Manager, the applicant must demonstrate that they satisfy all the conditions required for access to the relevant line and its use according to this Network Statement and generally binding legal regulations.

(6) In order to determine the order of the requirements in accordance with Article 7(3)(b) and (c), the time for submitting an application in the IS PROK is decisive.

(7) The applicant will designate persons who are to be entitled to access the IS PROK in their name and request a capacity allocation. For these persons, the applicant has full responsibility for the submission of capacity requests.

(8) In the case of a movement for the purpose of an unplanned repair the nature of which could lead to an unrepairable deterioration of the vehicle and which is not covered by Section 3(4) of Decree No. 76/2017 Coll., it is not necessary to submit a request for railway infrastructure capacity.

(9) The railway operator’s designated employee is entitled to require the carrier to notify the carrier of the application number before the carrier’s use of the national line, on the basis of which the use of the railway infrastructure will be implemented. In

the event that the applicant has requested a relevant part of the capacity in accordance with Article 4(1)(b), the railway operator's designated employee may also demand the submission of a copy of the valid licensee's statement pursuant to Article 4(1)(b) for which the relevant capacity was requested. If a carrier fails to submit a request number pursuant to this paragraph, the railway operator's designated employee may refuse access to the national line without the operator's liability for the damage caused thereby.

Article 7

Rules for allocating and removing railway infrastructure capacity, including capacity allocation in an emergency

(1) In the capacity allocation process, the Infrastructure Manager shall proceed in such a way as not to favour an applicant.

(2) In sections of the line to which this Network Statement applies and which intersect other lines, the infrastructure manager allocating appropriate capacity is the infrastructure manager operating on the other line.

(3) The allocation of capacity involves three main processes. At the same time, the Infrastructure Manager allows applicants to submit an application in a format defined by the Infrastructure Manager. The exact procedure for using this option shall be communicated by the Infrastructure Manager at a request.

a) **long-term allocation**, which is taken into account in the establishment of the annual timetable and in the implementation of its planned changes. This includes regular requests and late requests for capacity. The deadline for submitting applications for the annual timetable is 30 September 2027. The deadline for late requests is 31 October 2027. The deadline for changing the timetable is the same as the Network Statement on the National and Regional Railway, applicable for preparation of the timetable for the corresponding period, which is issued by Správa železnic (hereinafter referred to as "Network Statement of Správa železnic"). The deadlines for submitting such applications are set in Section 34a of the ZoD. The application is filed in the IS PROK available on the website *pridelce.taktici.cz*. The carrier has the option of including multiple trains or shunting consists into one application for a specific location (part of the national railway),

b) **one-off allocation** (hereinafter referred to as "*ad hoc*"), which operates with spare capacity remaining after the establishment of the annual timetable and

after each of its planned changes. An *ad hoc* application should be submitted not later than 5 calendar days before the scheduled capacity allocation date, electronically in the IS PROK available on the Infrastructure Manager's website *pridelce.taktici.cz*,

c) **urgent ad hoc** – if an applicant for capacity allocation intends to submit an application less than 5 calendar days before the date of the required use of the railway infrastructure, it is possible to choose the option '*urgent ad hoc*' in the IS PROK available at *pridelce.taktici.cz*. In the case of an *urgent ad hoc* request, it is advisable to check in advance whether the relevant service facility has free capacity (service volume, time frame).

(4) The capacity of the railway infrastructure, i.e., its usable throughput in the scheduling of the required train routes / shunting consists on a particular track section over a given period of time, is expressed by the number of trains / shunting consists that can be realised on the national railway for a certain amount of time and for the given technical, operational and personnel equipment and the necessary quality of transport. In cases where all the requirements for allocating free capacity for the annual timetable cannot be met, the Infrastructure Manager may offer applicants a different free capacity at a different time or place. If this process does not satisfy all the requirements, the Infrastructure Manager proceeds in accordance with the following priorities for operating regular public rail transport:

a) regular public rail transport to meet the transport needs of the state,
b) regular public rail transport to meet the transport needs of the regions,
c) regular combined transport,
d) transport under a framework agreement,
e) regular inter-city passenger services,
f) regular inter-city freight transport,
g) regular national passenger services,
h) regular domestic freight services,
i) other transport.

If, even after the coordination of the capacity requests in accordance with Section 34a (4) and (5) of the ZoD, it is not possible to satisfy the requests for free capacity, the Infrastructure Manager shall declare the relevant railway or a part thereof overloaded. The Infrastructure Manager shall announce this fact to the railway operator and the latter shall post it on the website *www.ceskedrahy.cz/pro-partnery/provozovani-drahy* and, at the same time, shall analyse the causes of the

depletion of the railway infrastructure capacity. Within 6 months from the date of the railway infrastructure capacity analysis, the railway operator shall draw up a plan to mitigate or eliminate the congestion.

(5) The allocated capacity may be used only by the applicant for which the capacity has been allocated and the licensee who has made the statement pursuant to Article 4(1)(b). If the license holder cannot use the allocated railway infrastructure capacity or intends to limit the scope or frequency of train movements on certain days or in a certain period, they have the option to surrender the allocated capacity to the Infrastructure Manager not later than 30 days before the scheduled day of the train ride or shunting consist movement. If the applicant waives the allocated capacity less than 30 days prior to the planned day of travel outside the periodic change of the timetable specified in the current Network Statement issued by Správa železnic, or the assigned railway infrastructure capacity is forfeited due to the delay of the train or using of the infrastructure by a shunting consist of more than 1,200 minutes for the reasons on the applicant's part or due to the applicant failing to use the assigned railway infrastructure capacity, the applicant is obliged to pay the railway operator a contractual penalty in accordance with the draft penalty payment agreement in Annex No. 1. The provisions according to the previous sentence shall also apply in the event that the applicant relinquishes capacity on the rail system, which the Infrastructure Manager has declared to be overloaded. The capacity thus released may be allocated to another applicant.

(6) Without being liable for any damage which it may cause; the Infrastructure Manager may remove an assigned rail system capacity from a carrier provided that:

a) it has not been used for a period of one month at a level of at least 75% for the reasons caused by the carrier,

b) the carrier has ceased to fulfil the conditions for access to the railway infrastructure laid down in Article 4 of the present Network Statement,

c) the carrier uses the railway infrastructure in contradiction with the allocated path capacity,

d) the railway infrastructure capacity assigned to the carrier has been removed, taken back or limited on a terminated railway infrastructure (the capacity is removed proportionally in proportion to those measures).

(7) In case of emergencies in railway transport (e.g., a delay, track lockdown, deviation of trains for the non-driveability of track sections, introduction of extra

trains), the railway operator will permit the use the of the railway in accordance with the order established for the operational control of rail transport in Decree 173/1995 Coll., issuing the Railway Traffic Rules, as last amended, and will proceed according to Section 23b(5) of the ZoD.

(8) During a long-term capacity allocation, it is possible to make changes in the IS PROK. If a request is changed, the request keeps its original number and the date of submission of the application changes. In the event that this change occurs after the end of the period for filing regular applications for the annual timetable but before the end of the late submission period for late applications, the type of request also changes from a regular request to a late request.

(9) An applicant may use an assigned capacity within a time frame starting not earlier than 3 hours before the arrival time specified in the application and ending not later than 21 hours after the departure date specified in the capacity request. A single application may cover a complete shunting operation carried out by a transport operator within this time slot; in such cases, the price for the allocation of railway infrastructure capacity is charged for the application, not for the individual movements of the shunting consist.

(10) The Infrastructure Manager shall confirm receipt of a request pursuant to paragraph 3(b) and (c) to the applicant within 5 working days of its receipt in the application. The Infrastructure Manager shall provide details concerning the remaining available railway infrastructure capacity upon request within 5 working days of the date of receipt of the request for such information (Section 34b of the ZoD).

(11) Each year, by 30 June at the latest, the Infrastructure Manager shall invite applicants and potential applicants on the website taktici.cz/pridelce, to notify it, by e-mail to pridelce@taktici.cz, of their capacity requirements on the railway infrastructure to which this Network Statement applies, for the forthcoming timetable period and the outlook for the subsequent period. The Infrastructure Manager shall discuss the results of the consultation with the railway operator in the light of the technical condition of the railway infrastructure and any planned restrictions on its operation, and shall take them into account when allocating railway infrastructure capacity (Article 3(4) and Article 15 of Regulation 2026/1184).

(12) For the period of validity of the network timetables coming into force on or after 14 December 2030, the Infrastructure Manager, in cooperation with the railway operator, shall commence strategic capacity planning (capacity strategy, capacity model and capacity offer plan in accordance with Articles 18 to 20 of Regulation 2026/1184) within the timeframes set out in Annex I to the aforementioned Regulation, i.e. by publishing a draft capacity strategy no later than 38 months before the date on which the 2030/2031 network timetable comes into force, provided that the railway infrastructure to which this Network Statement relates is not excluded from the scope of Chapters II to V of Regulation 2026/1184 pursuant to Article 1(3) thereof. The Infrastructure Manager shall align the structure and content of the Network Statement with the common structure for the network statement adopted by the European Network of Infrastructure Managers (ENIM) pursuant to Article 65 of Regulation 2026/1184 and with the European capacity management framework pursuant to Article 7 of the said Regulation after their adoption.

Article 8
Limitations on railway infrastructure capacity allocation

(1) The Infrastructure Manager may limit the railway capacity allocations in cases where the operation of the railway infrastructure or a part thereof is restricted for the purpose of carrying out maintenance or repairs of the track in consequence of activities threatening the safety or flow of railway transport or because of disruption of the serviceability of a railway infrastructure due to a natural calamity, accident or emergency that limits the safe operation of the railway or railway transport, within the scope of a road-traffic restriction or part thereof approved in the decision of the Office for the Protection of Competition (hereinafter referred to as “the Office”), unless the limitation period exceeds 24 hours.

(2) Similarly, as in Article 7(4), the Infrastructure Manager, after the process of coordinating capacity requests in accordance with Section 34a(4) of the ZoD may declare the relevant railway infrastructure or a part thereof overloaded.

(3) If a given railway infrastructure is declared by the Infrastructure Manager as being overloaded, the Infrastructure Manager is entitled to prioritise the capacity of the railways to an applicant for the operation of the transport in accordance with Article 7(4).

(4) Within each of these categories (Article 7(4)(a) through (i)), priority regarding the capacity allocation process shall be given, in the case of execution of a

Framework Agreement, to the operating of the transport category covered by the Framework Agreement in accordance with Annex No. 5. If such capacity is covered by more than one framework agreement, priority shall be given to the carrier which has concluded the framework agreement for a longer period.

(5) According to Article 14 of Commission Implementing Regulation (EU) 2016/545 on procedures and criteria concerning the framework agreement for the allocation of railway infrastructure capacity, framework agreements for the reservation of a railway capacity to which this Network Statement applies are not offered and concluded. The formal obligation to make the framework agreement a mandatory part of the Network Statement according to Section 33(3)(m) of the ZoD is not affected by this. Framework agreements entered into pursuant to Article 42 of Directive 2012/34/EU shall, in accordance with Article 79(1) of Regulation 2026/1184, remain in force until the expiry of their term; for network timetables coming into force on or after 14 December 2030, the allocation of capacity under framework agreements shall be governed by Article 33 of Regulation 2026/1184.

Article 9

Conditions for a review by the Office

(1) The Office shall decide following a petition filed by an applicant for capacity allocation or ex officio whether any of the parts of a published Network Statement, the scope of an allocated capacity or the procedure for its allocation does not run contrary to the ZoD. If a change in the Network Statement has been announced, a petition can be submitted for these changes only.

(2) The petition must include information on what the discrepancy according to the preceding paragraph is, or which part of the Network Statement is inconsistent with the Rail Systems Act, plus evidence needed to prove such discrepancy.

(3) If the Office decides that any of the parts of the Network Statement runs contrary to the ZoD, it will set a reasonable time limit in the decision, after which the part cannot be used. The Infrastructure Manager shall replace the part that is in violation of the above-mentioned Act with a new part, which is to be inserted in the Network Statement, and shall issue the Network Statement again.

(4) At the request of either Party to an agreement for the operation of rail transport on a national railway or ex officio, the Office shall decide whether the agreement runs contrary to the ZoD. Similarly, this applies to a proposal to conclude such a contract. The petition to initiate proceedings must include details of which part of the

agreement is inconsistent with the ZoD, how this discrepancy is perceived, and evidence needed to prove it. If the Office decides that any of the sections of the (draft) contract runs contrary to the ZoD, it will set a reasonable time limit in the decision after which such section cannot be used.

(5) The Office is obliged to issue a decision no later than 40 days from the date of commencement of the proceedings.

Article 10
Provisions concerning contractual penalties

(1) A provision on contractual penalties for disruption of the operation of rail transport is set out in Annex No. 1.

(2) Excepting cases directly caused by a breach of the obligations of the rail operator in accordance with Section 22 of the ZoD, ČD is not liable for additional costs incurred by carriers in connection with a limitation on capacity allocation according to Article 8.

(3) If the carrier states, in its application, incorrect data which may have an adverse impact on safety and fluency of operation (especially a shorter length of train than the actual length of the operated train) or if it enters the national railway without filing an application, it shall pay CZK 10,000.- (in words: ten thousand Czech crowns) to the Infrastructure Operator for each individual case.

(4) The Infrastructure Operator shall pay CZK 1,000.- (in words: one thousand Czech crowns) for each case when:

a) it declares an outage which was not negotiated with the carrier,
b) it cancels an outage which was negotiated with the carrier in advance,
c) it changes the term of an outage which was negotiated with the carrier in advance, when the term change is understood as a change in the date or time of the outage.

(5) The obligation of payment of this penalty shall not apply to the cases:

a) of outages which were not negotiated in advance and were caused by Force Majeure,
b) of outages which did not have an impact on the carrier’s train journey,
c) according to paragraph 4(b) or (c), for which the carrier did not hand over, to the Infrastructure Operator, or did not implement its measure in the corresponding outage order with an impact on the journey of a particular train,
d) of a shortening of the term of the outage for the reason of faster completion of the outage work planned.

(6) A Contracting Party is entitled, in addition to the penalty payment, with regard to the other Contracting Party, to indemnification for damage incurred by that Party due to the breach of an obligation which is subject to penalty only in an amount exceeding the contractual penalty.

Article 11

Conditions applicable to provision of services provided through service facilities, costs of providing these services

(1) Access to services related to railway transport activities which serve or may serve more than one carrier is granted to all authorised carriers in a manner that precludes favouring of one of the carriers.

(2) The applications for access to the railway infrastructure service facilities covered by this Network Statement are processed by the Infrastructure Manager and organised by the Infrastructure Operator by ensuring the train or shunting paths.

(3) The conditions and the price for the provision of infrastructure service facilities which provide the railway infrastructure access covered by this Network Statement are set out at *www.ceskedrahy.cz/pro-partnery/pristup-k-zarizeni-sluzeb*.

(4) A description of the service facility according to Commission Implementing Regulation (EU) 2017/2177 is available on the ČD Service Facility website (*https://www.ceskedrahy.cz/pro-partnery/pristup-k-zarizeni-sluzeb*). In the event that another service facility operator requires the publication of its description of the service facility by the ČD Service Facility, it can do so according to the template which is provided on the website *www.ceskedrahy.cz/pro-partnery/pristup-k-zarizeni-sluzeb*. The service facility operator made the price for the services provided and the terms and conditions for their provision available to the Infrastructure Manager at least 60 days prior to the date of publication of this Network Statement (Section 23d(2) of the ZoD). The allocation of railway infrastructure capacity for the movement of the shunting consist to and from the service facility is a separate act carried out by the Infrastructure Manager; the price for the allocation of railway infrastructure capacity does not include the price for the use of the service facility or for the services provided therein.

Article 12

Procedure, deadlines and principles of the Infrastructure Manager concerning out-of-court settlement of disputes with applicants for capacity allocation

(1) In the event of a dispute arisen between the Infrastructure Manager and an applicant relating to capacity allocation issues, both the Parties will first attempt to settle it amicably, the applicant requesting in writing the other Party to resolve the dispute in the context of an extrajudicial hearing before doc. Ing. Juraj Čamaj, PhD., e-mail juraj.camaj@gmail.com (hereinafter referred to as "the Arbitrator") The Infrastructure Manager shall immediately notify the Arbitrator of the arising of a dispute.

(2) The dispute settlement procedure is in writing and the Arbitrator's decision must be delivered to both the Parties not later than the tenth working day after receipt of the notice of the dispute in accordance with the previous paragraph by the Arbitrator. This procedure is not public. The arbitration fee is set at CZK 5,000.00 and is paid by the applicant. This fee shall be deposited in advance on the Arbitrator's account, which the Arbitrator shall disclose to the applicant upon request, otherwise the Arbitrator will not start the proceedings. If the Party in dispute is successful, it is entitled to a refund of 100% of the arbitration fee, and the Infrastructure Manager shall pay an amount of CZK 5,000 to the Arbitrator. In the event of a delay caused by the Arbitrator, the Arbitrator will refund to the Party concerned 50% of the arbitration fee for each commenced week of the delay with delivery according to the first sentence.

(3) The out-of-court proceedings pursuant to this Article shall be carried out using data boxes. If a Party to the dispute or the Arbitrator does not have a data box, they are obliged to obtain one. The data box of the Infrastructure Manager has the identifier dfft76x.

(4) If either of the Parties to the dispute does not agree with the Arbitrator's decision or the Parties to the dispute do not agree about the solution of the dispute within 10 working days of the delivery to the Arbitrator of the notification of the dispute, or the time limit according to paragraph 2 expires in vain, either Party may refer the dispute to a competent court of the Czech Republic. The mutual communication of the Parties to the dispute pursuant to this Article will not have the nature of a pre-litigation notice within the meaning of Section 142a of Act No. 99/1963 Coll., Code of Civil Procedure, as last amended.

Article 13

Definition of the terms used

The terms used in the present Network Statement are defined:

a) In the Act No. 266/1994 Coll., the Rail Systems Act, as last amended, and in its implementing regulations ("ZoD"),

b) In the Act No. 77/2002 Coll., on the joint-stock company “České dráhy”, state organisation “Správa železnic” (“*Railway Administration*), and on an amendment to the Act No. 266/1994 Coll., the Rail Systems Act, as last amended, and Act No. 77/1997 Coll., on State Enterprises, as amended by later regulations,

c) In the Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area,

d) in Regulation (EU) 2026/1184 of the European Parliament and of the Council of 20 May 2026 on the use of railway infrastructure capacity in the single European railway area.

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Ing. Bc. Zdeněk Michl

Executive Officer of taktici.cz, s.r.o.

Ing. Jiří Ješeta
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Ing. Jiří Ješeta

Vice Chairperson of the Board of Directors

ČD, a.s.

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Ing. Lenka Hamplová

Chairperson of the Board of Directors

ČD, a.s.

Annex no. 1

Proposal for an arrangement for contractual penalties for disruption of the operation of rail transport, including an impartial way of out-of-court settlement of disputes concerning disruption of the operation of rail transport on the national railway operated by České dráhy, a.s.

Article I.

Both the ČD company (hereinafter referred to as “the Infrastructure Operator”) and the carrier are obliged to discuss the provisions on penalties in advance before the end of the calendar month following the respective calendar month in which the reason for claiming the item arises.

Article II.

In the case of a dispute arising in a matter concerning a disruption of the rail transport operation, the Infrastructure Operator and the concerned carrier will first attempt to settle the dispute amicably. The concerned Party will request, in writing, the other Party to resolve the dispute in the context of an extrajudicial hearing before doc. Ing. Juraj Čamaj, PhD., e-mail juraj.camaj@gmail.com (hereinafter referred to as “the Arbitrator”) and at the same time, they will notify the Infrastructure Manager of the dispute. The dispute settlement procedure takes place in writing and the Arbitrator's decision must be delivered to both the Parties not later than the tenth working day after receipt of the notice of the dispute by the Arbitrator. The out-of-court proceedings pursuant to this paragraph shall be carried out through the use of data boxes. If either of the Parties to the dispute does not agree with the Arbitrator’s decision or the Parties to the dispute do not agree about the exercise of a penalty within 10 working days of the delivery to the Arbitrator of the notification of the dispute, or the time limit for the delivery of the Arbitrator’s decision about the dispute expires in vain, either Party may refer the dispute to a competent court of the Czech Republic for solution.

Article III.

(1) In the event that the operation of rail transport is disrupted for the reason of a defect in operation of the rolling stock of the carrier caused by a failure of a rail vehicle, the carrier shall pay a penalty amounting to CZK 1,000 for each individual case.

(2) In the event that the operation of rail transport is disrupted for the reason of an

incorrect organisation of the rail transport on the part of the carrier, caused by the exceeding of the time limit for the use of a service facility, the carrier shall be charged a penalty amounting to CZK 1,000 for each individual case.

(3) A Contracting Party is entitled, in addition to the penalty payment according to this Annex, with regard to the other Contracting Party, to indemnification for damage incurred by that Party due to the breach of an obligation, which is subject to penalty only in an amount exceeding the contractual penalty.

Annex no. 2

Infrastructure Operator's contact persons

Contact persons of the Passenger Transport Regional Directorate – West

Authorised Representative of the Operator of the National Railway – Děčín	Ing. Vladimír Drobný, Ph.D., tel.: 602 316 098, e-mail: vladimir.drobny@cd.cz
Reporting point of the RPP Rolling Stock Superintendent – Děčín	972 433 583, 724 655 217

Contact Persons of the Infrastructure Manager

Railway Capacity Allocation IS PROK Information System Invoicing	Ing. Bc. Zdeněk Michl
Telephone:	**+420 777 080 979** +420 245 501 171
E-mail:	pridelce@taktici.cz
Address:	taktici.cz, s.r.o. Dittrichova 328/19 120 00 Praha 2, Nové Město

Annex no. 3

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Annex no. 4

Prices of capacity allocation, prices of using railway infrastructure for a train movement or shunting, rules for their calculation and conditions for their use

Article I.
General provisions

(1) All parameters of the system for setting the prices for the allocation of railway capacity and the use of a train path or shunting must be in accordance with the principles of material price regulation set out in the valid price list of the Ministry of Finance of the Czech Republic.

(2) The costs of the use of a train path or shunting are calculated, in the extent of material regulation, as economically justified costs associated with:

- driving a train or shunting on a relevant line to the extent allowed by the Infrastructure Manager, including the cost of securing the train run or shunting by an interlocking safety device, enabling the use of the system for the distribution of traction power (excluding costs of traction power) and with the organisation of rail transport, including the operational control,
- a telecommunication link between employees of the Infrastructure Operator and of the carrier's shunting consist operators,
- receiving and providing information by the operator to the carriers providing train or shunting services,
- publication of regulations, guidelines and aids for the operation of the carriers according to the contracts for the operation of railway transport (printed form).

(3) The terms 'train ride' or 'shunting consist movement' mean, for the purpose of determining the cost of the use of a railway infrastructure, also the running of an individual railway vehicle, including a special propulsion vehicle, if it is organised as shunting within the meaning of the transport regulations.

(4) Parameters and application conditions of the system for determining the cost of using the railway for train rides and shunting consist movements are binding on the Infrastructure Manager, the rail operator, and all rail transport operators (hereinafter referred to as "the carriers").

(5) In the context of this Network Statement, the prices are understood as prices without VAT.

Article II.

Basic prices and rules for calculation

(1) The total price (*C*) for the use of a railway infrastructure or the use of service facilities includes three components – the price of railway infrastructure capacity allocation (C_1), the price of each individual use of the national railway for a shunting consist movement (C_2), and the price of use of service facilities (C_3).

(2) The price of railway infrastructure capacity allocation (C_1) includes all the operations and costs associated with the processing of the application. The C_1 price does not include the costs of operation, maintenance and repairs to the railway infrastructure, nor the price for the use of service facilities.

(3) The price of railway infrastructure capacity allocation (C_1) is determined depending on:

- the length of the time interval between the submission of the capacity allocation application and the required day of its use,
- the relationship between the submitted request for capacity allocation and the time limit for the preparation of the annual timetable or its planned changes,
- the number of trains or shunting consists in the application.

The price of railway infrastructure capacity allocation (C_1) includes:

- processing of the application and railway infrastructure capacity allocation,
- payment for the railway infrastructure capacity allocation process,
- payment for processing the train timetable (excluding the cost of printing and distributing aids) allocated to the applicant's request.

The price of railway infrastructure capacity allocation (C_1) includes:

A proper application for capacity allocation into the annual timetable and an application into the regular change according to formula 1.

$$C_1 = 120 \cdot A \quad \text{[CZK]} \tag{1}$$

where: *A* [CZK] is the rate for processing the application as specified in Article III. This rate applies to formulae (2) through (4).

Late application for capacity allocation for the annual timetable according to formula 2.

$$C_1 = 130 \cdot A \quad \text{[CZK]} \tag{2}$$

Request for *ad hoc* capacity allocation according to formula 3.

$$C_1 = 1.5 \cdot A \quad \text{[CZK]} \tag{3}$$

Request for *urgent ad hoc* capacity allocation according to formula 4.

$$C_1 = 2 \cdot A \qquad \text{[CZK]} \qquad (4)$$

If the application is made for one to five trains or shunting consists, the price is set according to formulae (1) to (4) in this paragraph. If an application is lodged for six or more trains or shunting consists, the price determined in accordance with formulae (1) to (4) in this paragraph should be multiplied by coefficient *α* referred to in Article III.

(4) The price of one utilisation of a line by driving a train or a shunting consist (C_2) is determined according to formula 5 according to the number of permissions issued for driving on the national railway. An issued permission to ride on the national railway means the time period between the entry onto the national railway and its leaving. The length of this time period must be specified in the application for the railway infrastructure capacity in accordance with Article 6(3)(e). The justification for the length of this period will be reviewed by the Infrastructure Manager and may be modified.

$$C_2 = K_i \cdot n \qquad \text{[CZK]} \qquad (5)$$

where: K [CZK · use of the infrastructure^{-1}] is the rate for one use of the railway infrastructure ("track use"). Index *i* serves for differentiation of the price for the use of individual parts of the national railway and the particular price K_i is determined in Article III. according to the *Notes* column, *n* is the number of uses of the railway.

(5) The price for using the service facilities (C_3) is governed by the particular prices specified on the website www.ceskedrahy.cz/pro-partnery/pristup-k-zarizeni-sluzeb.

Article III.

Basic prices for the railway capacity allocation and for the use of a railway infrastructure

Price type	Output unit	Unit price in CZK	Notes
A	1 request	250	
α	–	1.5	
K_1	1 use of the railway infrastructure	340	Děčín

Article IV.

Invoicing

(1) The price of railway infrastructure capacity allocation (C_1) is billed to the carrier by the Infrastructure Manager. For these purposes, the carrier is obliged to enter into

a billing agreement with the Infrastructure Manager, on the basis of which the carrier is charged the cost of the railway infrastructure capacity allocation. A draft agreement is provided for in Annex No. 9 to this Network Statement. The date of the taxable supply performance is the last day of the quarter for which it is invoiced.

(2) The price for the use of the railway infrastructure (C_2) is billed to the carrier by the Infrastructure Manager within the framework of the performance of the principal activities by the 15th calendar day following after the end of the quarter for which the invoice is issued. For this purpose, ČD and the Infrastructure Manager have entered into a contract for the procurement of core activities by an independent Infrastructure Manager. The carrier shall be obliged to pay this price to the account of the Infrastructure Manager indicated directly on the tax invoice, on the basis of a tax document issued by the Infrastructure Manager on its behalf, indicating the invoice number as the payment reference number. The invoices shall be due 30 days from the date of issue thereof. The date of the taxable supply performance shall be the last day of the quarter for which the invoice is issued.

(3) The price for the use of service facilities (C_3) is billed to the carrier by ČD. The date of taxable supply performance in the case of invoicing for an individual delivery is the same as the date of purchase. In the case of billing (invoicing) for multiple deliveries during a relevant month, the date of the taxable supply performance is the last day of the relevant month.

(4) The Infrastructure Operator sends a monthly performance report to the carrier within 5 calendar days after the end of the calendar month in which the output was performed. The carrier shall return the confirmed monthly performance report back to the Infrastructure Operator within 5 calendar days after its receipt. The confirmed monthly performance report shall be attached to the relevant invoice.

Article V.

Prices for using the rail system for shunting within the framework of drawing reserve capacity for operations linked to the ensuring of the operability of the railway infrastructure

The allocation of capacity and the actual use of the rail system for shunting services directly supporting the carrying out of diagnostics, measurement and maintenance of the railway infrastructure within the framework of activities financed by the means of securing the serviceability of the railway infrastructure or for the purpose of material

and technical security of the service facilities shall not be charged for. In such cases it is not necessary to apply for the allocation of capacity.

Article VI.

Principles for calculation of the price for allocation of the railway infrastructure capacity

(1) The application processing fee (A) is the price charged by the Infrastructure Manager for allocation of railway infrastructure capacity. This price is according to the Ministry of Finance's price decree, which regulates the price for the use of railway infrastructure on national and regional rail systems and publicly accessible sidings (hereinafter referred to as the "price decree"), a part of the price for the use of railway infrastructure and is regulated by ex officio price regulation pursuant to Section 6(1)(c) of Act No. 526/1990 Coll., on prices, as amended. The Infrastructure Manager sets this price in a non-discriminatory manner in accordance with the pricing regulations (Section 32a(7) of the ZoD).

(2) The price reflects only the economically justified costs incurred directly by the Infrastructure Manager in allocation of railway infrastructure capacity, net of indirect cost items. The calculation is prepared for the period of validity of the timetable in the structure specified in the price decree, i.e. direct materials, direct wages, other direct costs and the calculated volume of regulated services; the unit of calculation being one processed application for the allocation of railway infrastructure capacity.

(3) Direct costs comprise, in particular, personnel costs relating to the receipt, formal checking and technical assessment of the application – including the assessment of the time slot for movement of the shunting consist, the assessment of conflicts with other applications and with rail system operation restrictions, and the processing of the allocation and timetable – as well as other direct costs incurred in the processing of the application. The price does not include, in particular, the costs of operation, maintenance and repair of the rail system, the costs of the rail system operator and the service facility operator, overheads, depreciation of tangible and intangible assets, financial costs, staff training and entertainment costs, penalties and fines, and costs covered by other resources.

(4) The total amount of revenue received by the Infrastructure Manager from the price charged for the allocation of railway infrastructure capacity shall not exceed the total costs directly incurred in carrying out this activity. The price is the same for all

applicants, including transport operators with links to the infrastructure manager through ownership or personnel. The calculation is drawn up with validity for the duration of the timetable; during the period of validity of the Network Statement, the Infrastructure Manager shall not adjust the published price according to changes in cost inputs or in the event of changes to price regulation rules made after the publication of the Network Statement. The detailed methodology for determining the price, including the calculation, is set out in the Infrastructure Manager’s internal regulations.

Annex no. 5

Framework Capacity Allocation Agreement

Entered into on the basis of the provisions of Section 34c of Act No. 266/1994 Coll., the Rail Systems Act, as amended, (hereinafter referred to as “the Rail Systems Act”) by and between the following parties

taktici.cz, s.r.o., Company Registration Number 147 07 659 with its registered office at Dittrichova 328/19, 120 00 Prague 2, Czech Republic

(hereinafter referred to as the “the Infrastructure Manager”)

and

……, with its registered office at …

(hereinafter referred to as the “the Carrier”)

Article I.
Scope of the Framework Agreement

(1) This Framework Agreement regulates the rights and obligations of the Infrastructure Manager and the Carrier concerning the allocation of railway infrastructure capacity ..... (*here it is necessary to indicate the infrastructure designation and its description, including the determination of the start and end of the track, the intersection of the intersecting tracks and the track construction length according to the decision on the issuing of an official permit pursuant to Section 17(1)(c) of the Rail Systems Act.*) (hereinafter referred to as “the Relevant Track”), and defines the characteristics and scope of the capacity required by the Carrier and offered by the Infrastructure Manager for as long as it is in force.

(2) The assignment of specific routes and time slots of the capacity of the Relevant Track is not the subject matter of this Agreement as it is subject to the conditions set out in the relevant Network Statement. The capacity according to this Agreement shall be allocated for the duration of the validity of the Rail Transport Flowchart ("RTF"), within the tolerance period according to the parameters contained in Annex A to this Agreement.

Article II.

Infrastructure Manager’s obligations

(1) The Infrastructure Manager shall assign the Carrier a part capacity for each period of validity of each RTF during the period of validity of this Framework Agreement in accordance with Annex A within the tolerances set out in the annex of specified parameters if the Carrier requests the parts duly and in a timely manner in accordance with the Network Statement. The Infrastructure Manager shall give preference to the Carrier's request lodged duly and in a timely manner in accordance with the Network Statement to due and timely requests from other carriers concerning the capacity components for the category of trains or shunting consists in the same order as that specified in the priority rules in the relevant Network Statement.

(2) The parameters of the allocated capacity according to paragraph 1 for the validity periods of different RTFs may differ if the tolerance specified in Annex A is maintained. However, in the capacity allocation, the Infrastructure Manager, subject to the prevailing priority rules set out in the relevant Network Statement, shall offer to the Carrier a capacity within the same timeframe as the part of the capacity the Carrier was allocated, provided that part capacity was used during the period of validity of the previous RTF at a level of at least 75% each month.

(3) The Parties’ undertakings under this Framework Agreement must not exclude the use of the Relevant Track by other carriers.

Article III.

Carrier’s obligations

(1) The Carrier undertakes to submit to the Infrastructure Manager, by the deadlines and in the manner described in the Network Statement, for each period of validity of the RTF during the effective term of this Framework Agreement, an application for all parts of the capacity on the Relevant Track according to Annex A with time frames within the framework of the tolerance of the parameters set out in the Annex.

(2) If the Infrastructure Manager’s proposal for allocation of a specific part of the capacity by which the Infrastructure Manager will respond to the application according to paragraph 1 within the tolerance of the parameters set out in Annex A, the Carrier shall accept it.

(3) The Carrier undertakes that all trains for which an individual capacity has been allocated in accordance with Annex A will have the characteristics set out in Annex A throughout the use of the Relevant Track on the basis of the capacity allocated to them in accordance with this Agreement.

Article IV.
Derogations from the Parties' obligations

(1) A Party will not be liable for any damage caused by non-compliance with this Agreement if it proves to have been prevented from meeting its contractual obligation temporarily or permanently as a result of an unforeseeable and irreconcilable obstacle constituted independently of its will. Given the existence of such obstacle, failure to meet its obligations under this Agreement will not be considered a breach of this Agreement.

(2) A failure to comply with the Parties' obligations according to Articles II and III of this Agreement will not be deemed to be a breach of the Parties' obligations even if it arises because the Party concerned has complied with the final decision of a public authority, or because the Party concerned complied with a regulation which entered into force and took effect only after the conclusion of this Agreement.

(3) The Infrastructure Manager is not responsible for limiting the allocation of capacity or limiting the use of the Relevant Track for the purposes of its development, upgrading, maintenance or repairs whose location and timing is specified in the Network Statement and/or approved by the Office for the Protection of Competition (hereinafter referred to as "the Office") in its plan for limiting the operation of the Relevant Track. If the limitation is not included in the Network Statement, the Infrastructure Manager is obliged to provide the reasons for such limitation in writing without undue delay, in any case not later than 30 days prior to the limitation implementation and to notify the Carrier thereof, otherwise it will be liable for any damage caused thereby, unless the liability is excluded according to paragraph 1.

(4) In the cases referred to in paragraphs 1 to 3, or if the capacity in accordance with Annex A has been duly and timely requested by another carrier for a train or shunting consist with a better order of precedence in the relevant Network Statement, the Infrastructure Manager will offer, if possible, on already allocated parts of the capacity of the Relevant Track, to the Carrier an alternative capacity that is as close as possible to the Carrier's requirements, which the Carrier may, however, refuse

without committing a breach of this Agreement. When refusing an alternative capacity, the payment according to Article V will be reduced accordingly.

(5) Without prejudice to the provisions of this Agreement, the Carrier is free not to request capacity in accordance with this Agreement, surrender an unused capacity or to limit the use of the Relevant Track to the extent to which it has been refused access to a service facility which connects the Relevant Track with another track, or to the extent that the Carrier has been denied or limited the right to use that other track if the access to service facilities and / or access to the railway infrastructure of that other track has been duly and timely requested. The conditions for return and capacity utilisation, including penalties, as set out in the Network Statement, shall apply analogously. The time limit for non-sanctioned capacity returns shall be extended by the length of time the service facility operator, the Infrastructure Manager of that other track, and, after each of them, the Office, decides on the Carrier's request for access to the service facilities and / or the infrastructure of that other track. The extent of unused capacity, possibly sanctioned according to the Network Statement, shall be reduced by the extent to which the Carrier could not use it as a result of the decision-making according to the previous sentence.

Article V.

Capacity reservation fee

(1) For the period of validity of the individual RTFs, the Carrier undertakes to pay the Infrastructure Manager prior to the payment for the preferential allocation of capacity in accordance with Article II(1) of this Agreement, an amount equal to 1.15 times the total capacity allocation price for the entire capacity range, that is all its parts, according to Annex A.

(2) The fees pursuant to paragraph 1 shall be paid by the Carrier on the basis of invoices issued by the Infrastructure Manager with a due date identical to the deadline set out in the Network Statement for the submission of regular capacity requests for each period of validity of each RTF.

(3) The invoice must comply with the requirements for a tax document laid down in the generally binding legal regulations, otherwise the Carrier is entitled to refuse the payment and return the invoice to the Infrastructure Manager for correction without undue delay. The maturity of invoices consistent with the generally binding legal regulations shall be 30 days.

(4) The provisions of this Article do not affect the fulfilment of the payment obligations according to the Network Statement, in particular the capacity allocation costs and the cost of using the railway infrastructure.

Article VI.
Contractual penalties

(1) The Carrier is obliged to pay the Infrastructure Manager a contractual penalty of 100% of the cost of using the infrastructure in the scope of the respective capacity part according to Annex A for the period of validity of the relevant RTF, if the Carrier

a) did not request the part according to Article III properly and in time,
b) applied for the part according to Article III but subsequently amended or revoked the application, or
c) gave up the part or did not use it, even if only partially.

(2) If the Carrier's failure to comply with the contractual obligations pursuant to paragraph 1 causes any harm to the Infrastructure Manager, the Carrier is obliged to provide compensation in the amount in which it exceeds the contractual penalty.

(3) If the Infrastructure Manager does not assign to the Carrier a part of the capacity according to this Agreement which the Carrier has requested duly and in a timely manner, or its use is prevented or limited by the Infrastructure Manager without being entitled to do so, it shall pay to the Carrier a contractual penalty of CZK 1,000 per capacity for each part of the capacity which the Carrier could not properly use. At the same time, the Infrastructure Manager shall indemnify the Carrier for all the damage incurred by the latter.

(4) A Party that infringes the provisions of Article X shall pay to the other Party, in respect of each infringement, a contractual penalty of CZK 10,000, to compensate in full for the damage resulting from the infringement, regardless of the contractual penalty.

Article VII.
Changes or limitations of the terms of the Framework Agreement

(1) The Parties are obliged to amend this Agreement by an addendum in accordance with Article IX hereof if this is required by better use of the Relevant Track. Better use of the track according to the last sentence means in particular an

increase in the throughput of the Relevant Track (increased number of trains), an increase of its load class, the increase of the achievable transport output, or a reduction in the carriage times by at least 10%.

(2) To the extent that the Carrier has been denied access to a service facility that connects the Relevant Track with another track and / or to the extent that the Carrier has been denied or limited the right to use that other track, the Infrastructure Manager is entitled without being subject to liability for breach of contract or for damage, not to allocate the capacity according to Annex A, withdraw it or restrict its use, and allow another carrier to use the track to the same extent. The Infrastructure Manager will inform the carrier concerned accordingly in writing without undue delay.

(3) By the latest possible deadline for filing a (late) application for capacity according to the Network Statement after the reasons for which the Infrastructure Manager exercised its authority according to paragraph 2 cease to exist, the Infrastructure Manager is obliged to offer the Carrier the capacity in accordance with Annex A.

(4) The Parties shall amend this Agreement with an addendum in accordance with its Article IX if, in its duration, an effective amendment of the generally binding legislation or decision-making practice of public authorities takes effect, unless such a change in the regulations or decision-making practice results in such salient facts that it would not be fair to demand from either Party or both the Parties an amendment to the Agreement.

(5) This Framework Agreement may be amended by either Party in accordance with Article IX if its commercial interest requires so and the other Party agrees to the amendment.

Article VIII.

Termination of the Framework Agreement

(1) This Framework Agreement will expire upon the expiry of the period for which it was concluded or extended in accordance with Article XI.

(2) This Framework Agreement may be terminated by written agreement of the Parties.

(3) Either Party may withdraw from this Agreement if it does so without any unnecessary delay after its material breach by the other Party within the meaning of Section 2002 of Act 89/2012 Coll., Civil Code, as last amended.

(4) A Party may also withdraw from this Agreement if it does so without any unnecessary delay due to the fact that the other Party opposes for more than 3 months a proposed amendment to the Agreement without a legitimate reason according to Article VII(1) or (4).

(5) The Infrastructure Manager is also entitled to withdraw from this Agreement provided it does so without undue delay because the Carrier has assigned its rights under this Agreement without the approval of the Infrastructure Manager or has assigned the allocated capacity in accordance with Annex A, even if only partially, to another [carrier].

(6) The Infrastructure Manager may also withdraw from this Agreement if the Carrier fails to pay, albeit only partially, the price invoiced in accordance with Article V to the Carrier despite the Infrastructure Manager's prior reminder in writing. The exercise of the option according to the last sentence shall not affect the Carrier's obligation to pay default interest in accordance with the generally binding legal regulations.

(7) The notice of withdrawal from the Framework Agreement must be delivered to the other Party in writing without undue delay otherwise it is invalid.

(8) Either Party may terminate this Agreement if its commercial interests so require and if, at the same time, the continuation of this Agreement cannot be fairly demanded from that Party. The notice of termination must be in writing and must contain both reasons for the notice according to the last sentence, and must be delivered to the other Party not later than 30 days before the date on which carriers may first apply for capacity allocation on the Relevant Track in the period of validity of the new RTF, otherwise it is invalid. The notice period begins to run on the delivery of the notice to the other Party and ends on the last day of the RTF validity, during which the notice was delivered to the other Party.

(9) Termination of this Agreement shall be without prejudice to any later right of the Carrier to request the capacity to which this Agreement applies in accordance with the Network Statement.

(10) Mutual obligations under this Agreement shall be settled by the Parties within 30 days of its termination.

Article IX.

Miscellaneous provisions

(1) This Framework Agreement may be amended by successive numbered addenda concluded by and between the Parties.

(2) The rights and obligations of the Infrastructure Manager under this Agreement shall pass to its legal successor regardless of whether the succession is established as a result of the Infrastructure Manager's liquidation, a decision of the railway operator or of a public authority.

(3) The rights and obligations under this Agreement may be transferred by the Carrier to another carrier subject to the prior written consent of the Infrastructure Manager.

(4) Other rights and obligations of the Parties not mentioned in this Framework Agreement, in particular those governed by the Rail Systems Act (ZoD) and by the Network Statement, shall not be affected by the provisions of this Agreement.

Article X.

Protection of confidential information

(1) The essential aspects of this Framework Agreement shall be made available to all interested parties in accordance with the principles of trade secrets.

(2) A Party shall not disclose any information relating to this Agreement to a third party without the prior written consent of the other Party unless this Agreement and / or the generally binding legal regulations provide otherwise.

(3) Where a Party receives, in accordance with a generally binding legal regulation, a request for information relating to this Agreement, which it is required to provide under such a regulation, it shall inform the other Party without delay about the entire content of the request, shall inform it of the envisaged method of deciding the application, and the other Party shall comment on the request for information within a reasonable time. The other Party shall also comment on the request without delay so that the request for information may be dealt with by the Party concerned within specified or statutory time limits. The Party shall also notify the other Party of the manner of processing the request. In cases where the procedure for making information disclosure or processing a request for information is subject to a

generally binding legal regulation governing a procedure before a public authority, one Party shall allow the other Party to maximally defend its rights, including, where appropriate, participating in such proceedings. If such involvement of one Party is not possible, the other Party shall, in the interest of the first Party and in agreement with it, make every effort to protect its rights.

(4) In particular, the information provided for in Article I and in Annex A shall be considered as trade secrets by the Parties.

Article XI.
Final Provisions

(1) This Framework Agreement is concluded for a period of 5 years and may be extended. It will become operative and take effect when it is signed by both the Parties. For the first time, the capacity according to this Agreement shall be allocated by the deadline for the allocation of capacity for the change in the annual RTF after the Agreement enters into force.

(2) After the expiry of the five-year period referred to in paragraph 1, this Framework Agreement shall be automatically renewed for a further period of 5 years, unless significant circumstances arise during the period referred to in paragraph 1 and it would not be reasonable to demand a significant extension of the Agreement from either Party. If such circumstances exist according to the last sentence, the Party concerned shall notify the other Party in writing of the existence of such circumstances with an explicit notification that the Party does not agree to an extension of the Framework Agreement for those circumstances. The notification must be delivered to the other Party not later than the 30th day immediately preceding the first day on which the Carrier may apply for the capacity of the Relevant Track for the RTF period beginning on the fifth year and ending in the sixth year following the conclusion of this Framework Agreement. In the event of a late delivery of the notification according to this paragraph at the expiry of the RTF according to the last sentence, the Infrastructure Manager shall be deemed to have breached Article II and the Carrier shall be deemed to have breached Article III of this Agreement for the period of validity of the RTF according to the last sentence, and on the last day of validity of that RTF the present Agreement shall end. In the event of a longer delay in delivering the notification according to this paragraph, the Framework Agreement will be automatically extended according to the first sentence.

(3) Annex A, “Characteristics and Scope of Capacity Required by the Carrier and Offered by the Infrastructure Manager”, shall form an integral part of this Agreement.

(4) This Framework Agreement was drawn up in four counterparts and each Party shall obtain two counterparts thereof.

(5) The Parties declare that they have become acquainted with the content of this Framework Agreement prior to its conclusion, consider it sufficiently unambiguous and understandable, and being aware of the rights and obligations arising from it, they express their consent with their signatures.

In Prague, on	In ……., on .....
For the Infrastructure Manager:	For the Carrier:
Ing. Bc. Zdeněk Michl Executive Officer of taktici.cz, s.r.o.	

Annex A to the Framework Agreement

Characteristics and scope of capacity required by the Carrier and offered by the Infrastructure Manager to the Carrier

Traction vehicle class	Carriage set (number and type of other than traction vehicles)	Overall train / shunting consist weight (t)	Overall train / shunting consist length (m)	Required speed for construction of train path (km per hour)	Line category / axle pressure (t)	Actual braking %	Train category according to priority rules in the relevant Network Statement	Periodicity	Calendar (required days in period of timetable validity)	Time frame of the train / shunting consist departure from point of departure (± min.)	Required section of relevant railway infrastructure	Standard running time (± min.)

Annex no. 6

Terms and conditions for the provision of services through services facilities available from the designated railway infrastructure, the cost of providing these services and the price for the railway infrastructure capacity allocation and use of a siding for the connection to service facilities, according to the data provided by the service facility or siding operator

(1) The price for the railway infrastructure capacity allocation and the use of the sidings which are not operated by ČD and which ensure connection of the service facilities to the railway which is subject the present Statement, is specified on the web site of their operator, i.e. of Správa železnic (https://provoz.spravazeleznic.cz/Portal/).

(2) The terms and conditions for the provision of services through service facilities in accordance with paragraph 1 are listed on the web site of the operator of service facilities (https://www.ceskedrahy.cz/pro-partnery/pristup-k-zarizeni-sluzeb).

Annex no. 7

Rates for auxiliary services on the national railway owned by České dráhy, a.s., and operated by the Operator "České dráhy, a.s."

Issuance of a card for entry into a reserved area ..... CZK 300.00/card

Loss of a card for entry into a reserved area ..... CZK 500.00/card

Getting familiar with the railway infrastructure

and local conditions in the ČD area ..... CZK 600.00/hour/person

All the prices are stated without VAT.

Annex no. 8

This Annex is unoccupied

Annex no. 9

Invoicing Agreement

for capacity allocation according to the valid Network Statement on the National Railway Operated by České dráhy, a.s.,

concluded pursuant to Section 1746(2) of the Act No. 89/2012 Coll., the Civil Code

(hereinafter referred to as the “Agreement”)

taktici.cz, s.r.o.

Registered office:	Dittrichova 328/19, 120 00 Praha 2, Czech Republic
Represented by:	Ing. Bc. Zdeněk Michl, Executive Officer of the
Company Reg. No.:	14707659
VAT Tax Id. No.:	CZ14707659
Bank contact data:	Fio banka, a.s.,
Account number:	2300893970/2010
Registered:	in the Commercial Register administered by the Municipal Court in Prague, Section C, Insert 209637

(hereinafter referred to as the “Infrastructure Manager”)

and

……..

Registered office:

Represented by:

Company Reg. No.:

VAT Tax Id. No.:

Bank contact data:

Registered in:

(hereinafter referred to as the “Applicant”)

enter into the following Agreement:

Article 1

Scope of the Agreement

(1) The subject matter of the Agreement shall be to regulate the Parties' rights and obligations in the invoicing of the railway infrastructure capacity allocation on the rail systems operated by České dráhy, a.s. (hereinafter referred to as "ČD").

(2) The prices shall be determined on the basis of the valid Network Statement on the National Railway Operated by ČD, issued by the Infrastructure Manager (hereinafter referred to as "the Network Statement").

(3) The Infrastructure Manager declares that it is an independent Infrastructure Manager within the meaning of Section 32(3) of the Act No. 266/1994 Coll., on Rail Systems, and has concluded a contract with ČD for the procurement of performance of the main activities by an independent Infrastructure Manager.

Article 2

Invoicing terms and invoicing information

(1) The tax document issued by the Infrastructure Manager (hereinafter referred to as "the Invoice") shall have the requisites of a tax document in accordance with the provisions of the relevant generally binding regulations valid in the territory of the Czech Republic, namely the Act No. 235/2004 Coll., Value Added Tax Act, as amended, including an overview of the processed requests for capacity allocation. The invoice shall also include the total final cost for the allocation of the capacity of the railway infrastructure, VAT, and the total price including VAT.

(2) The cost of capacity allocation shall be determined in the manner described in Annex. No. 4 to the Network Statement.

(3) The infrastructure capacity allocation cost shall be invoiced by the Infrastructure Manager to the Applicant within 15 days after the end of the calendar quarter in which the capacity request has been processed.

(4) The invoicing information for payments for capacity allocation is shown in the heading of this Agreement. The invoice number shall be used as the payment reference number.

Article 3

Payment terms

(1) The invoice due in accordance with Article 2 shall be settled within 30 calendar days from the day of its issuance. The day on which the taxable supply takes place is

the last calendar day of the quarter in which the Infrastructure Manager provided to the Applicant the services under this Agreement. The payment is deemed to have been made when the funds were credited to the Infrastructure Manager's bank account. In the event that the invoice contains incorrect or incomplete information, the Applicant may return it before the due date to the Infrastructure Manager with the reason for the refusal. The Infrastructure Manager shall correct the returned invoice and if necessary, issue a new, impeccable one. In such a case, new maturity period shall begin for the Applicant in accordance with the first sentence of the present paragraph.

(2) In case of default in a payment under this Agreement, the Parties will agree upon a contractual penalty at the rate of 0.05% of the amount due for each commenced day of the default up to the amount owed.

(3) If the Infrastructure Manager becomes an unreliable payer or its tax invoice carries an account number which has not been entered in the public register of reliable accounts, the Applicant may pay the value of the added tax directly to the locally competent tax authority to which the Infrastructure Manager is subject.

Article 4

Final provisions

(1) Any legal action to amend or terminate the present Agreement must be made in writing and must be evidenced by delivery to the other Party. In the case of the use of electronic signatures, the Parties must use at least a form of recognised electronic signature within the meaning of Section 6 of the Act No. 297/2016 Coll., on trust services for electronic transactions. The amendment shall always become an integral part of the present Agreement. Legal facts such as a change in the name of the responsible person, the registered office of the company, the account number or other data that the Contracting Party is entitled to change unilaterally by their nature shall not be the reason for concluding an amendment. Such a fact shall be communicated to the other Party, in which case delivery to the other Party by means of electronic communication (e.g., through the data mail box or e-mail) shall be sufficient.

(2) In the event that any part of the present Agreement becomes invalid or unenforceable, while the remainder of the Agreement remains valid and enforceable, the Parties agree to replace such invalid or unenforceable part of the Agreement with a new part as similar in content as possible to the original part.

(3) The Parties declare that they enter into the Agreement of their own free will, not under duress or on manifestly unfavourable terms.

(4) The present Agreement is drawn up in two counterparts and each Party to the Agreement shall obtain one counterpart thereof.

(5) The present Agreement is concluded for an indefinite time period and comes into force and becomes effective on the date when it is signed by the Parties.

(6) The Parties have agreed that the contractual relationship established by this Agreement may be terminated:

a) by means of a mutual agreement entered into by and between the Parties,

b) by means of a written notice of termination served by either Party. The notice period shall be 3 months and begins on the first day of the calendar month following delivery of the notice to the other Party.

(7) The Parties must settle their mutual obligations within 30 calendar days after the termination of the contractual relationship.

In Prague, on	In……., on .....
For the Infrastructure Manager:	For the Applicant:
……	……
Ing. Bc. Zdeněk Michl Executive Officer of the Company	

Annex no. 10

AGREEMENT

on the operation of rail transport on the national railway operated by České dráhy, a.s.

(hereinafter referred to as “the Agreement”)

Infrastructure Operator number: …/202…
Carrier number: ……

pursuant to Sections 23(4) and 24a(1)(d) of the Act No. 266/1994 Coll., on Rail Systems, as amended (hereinafter referred to as “the Rail Systems Act”), and Section 1746 of the Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as “the Civil Code”), enter into the present Agreement.

České dráhy, a.s., with its registered office at Prague 1, Nábřeží L. Svobody 1222, Postal Code Number 110 15
Registered in the Commercial Register at the Municipal Court in Prague, Section B, Insert 8039
Company Registration Number: 70994226 VAT Tax Identification Number: CZ70994226
Represented by: ……, ……
(hereinafter referred to as “the Infrastructure Operator”)

and

…….. with its registered office at ……., ……..,
Postal Code Number …….
Registered in the Commercial Register at the …… Court in ……, Section....., Insert ……..
Company Registration Number: …… VAT Tax Identification Number: CZ……
Bank contact data: ……..account number:……..
Represented by: ……, ……
(hereinafter referred to as “the Carrier”)

Article 1

Scope of the Agreement

(1) The subject matter of the Agreement is the regulation of mutual rights and obligations of the Parties in the operation of rail transport on the national railway owned and operated by the Infrastructure Operator.

(2) The Infrastructure Operator undertakes by the present Agreement, under the conditions specified below or specified in the relevant Network Statement, to allow the Carrier to operate rail transport on the national railway in its ownership and to use services pursuant to Section 23(1)(a) of the Rail Systems Act and Section 2(2) of the Decree No. 76/2017 Coll., on the content and scope of services provided to the Carrier by the Infrastructure Operator and the operator of service facilities, wherefore the Carrier undertakes to pay the price set out

below and further undertakes to operate the said transport in accordance with the licence granted, the relevant Network Statement, the present Agreement, generally binding legal regulations and the internal regulations of the Infrastructure Operator.

(3) The Carrier shall apply for the allocation of railway infrastructure capacity for the purpose of operating rail transport in accordance with the relevant Network Statement and within the scope of the present Agreement.

Article 2

Official permits, licences

(1) The Infrastructure Operator declares that it operates the national railway on the basis of valid and effective official permits and Infrastructure Operator's certificates, all issued by the railway administrative authority.

(2) The Carrier declares that it operates rail transport on a national railway on the basis of a valid and effective licence to operate rail transport and on the basis of a valid and effective Carrier's certificate, all issued by the competent railway administrative authority or the European Union Agency for Railways.

(3) Each Party declares that all legal acts granted to it in this Article are valid, effective and their content is in accordance with the purpose of the present Agreement. Either Party shall, at any time upon request, provide evidence of this fact to the other Party by producing the relevant legal act. The Parties shall promptly inform each other on a mutual basis of any relevant amendments or administrative decisions concerning such legal acts.

Article 3

Timetable and movement planning

(1) The use of the national railway by the carrier's rolling stock movement shall take place exclusively in the form of shunting.

(2) A description of the components of the national railway covered by the present Agreement, with technical data, is provided for in the relevant Network Statement.

(3) The Carrier is obliged to agree upon, in advance with the Infrastructure Operator, the transport of an extraordinary consignment and the terms and conditions of such transport during the shunting consist movement.

(4) Movements implemented in the form of a shunting operation are arranged for by the Carrier at the locally competent railway working point of the Infrastructure Operator in accordance with the relevant provisions of the Agreement for the Operation of Rail Transport on the Connection of Rail Systems. For the purposes of the Agreement, a railway working point is defined as a workplace of the Infrastructure Operator which physically serves specific

tracks of the national railway owned by the Infrastructure Operator, or which operates in this locality within the meaning of possible provision of services requested by the Carrier.

Article 4

Restrictions on the operation of the rail system

(1) In accordance with the relevant Network Statement, the Infrastructure Operator is entitled to restrict the operation of the railway under the present Agreement or of a part thereof for the period of time strictly necessary due to maintenance of the railway, its repair or due to impaired operability. The Infrastructure Operator undertakes to provide at least 60 calendar days' notice on the data portal https://www.ceskedrahy.cz/pro-partnery/provozovani-drahy to inform the Carrier about planned restrictions on the operation of the railway on sections of the national railway owned by the Infrastructure Operator, unless the local and temporal restriction of the operation of the railway results from the relevant Network Statement.

(2) The Infrastructure Operator shall notify the Carrier of an extraordinary interruption of operation affecting the Carrier's journey on sections under the present Agreement, which are owned by the Infrastructure Operator, on the data portal https://www.ceskedrahy.cz/pro-partnery/provozovani-drahy, and – if possible – also by e-mail to the address ....., immediately after the obstacle has been detected. If the duration of the extraordinary interruption of operation exceeds 24 hours with an impact on the Carrier's journey, the Infrastructure Operator shall be obliged to notify the reasons for and the duration of the expected interruption of operation to the Office for the Protection of Competition, which is entitled to decide on the duration and terms and conditions of the interruption of operation.

Article 5

Regulations

(1) The Carrier undertakes:

a) to comply with the internal regulations of the Infrastructure Operator specified in Annex no. 1 to the Agreement,

b) to comply with the provisions of the relevant transport documentation, i.e., the Operating Rules of ČD, a.s. workplaces, connection operating rules and other operating documents governing operation on the national railway owned by the Infrastructure Operator.

(2) In relation to the transported goods, the Carrier undertakes to respect the Regulations for the International Carriage of Dangerous Goods by Rail (RID - Annex C to the COTIF Convention) in addition to generally binding legal regulations and relevant international treaties for the protection of life, health and the environment.

(3) The Carrier is responsible for the correct loading of the goods transported. The Infrastructure Operator is not obliged to check the correctness of loading. However, if the Infrastructure Operator finds defects in loading, the Infrastructure Operator is entitled to prevent the use of the railway by driving a vehicle with a defectively loaded consignment.

(4) The Infrastructure Operator is obliged to provide the Carrier with data access to:

a) its internal regulations pursuant to paragraph 1 and this Article,

b) Operating rules of ČD, a.s. workplaces and other operating documents governing operation on the national railway owned by the Infrastructure Operator,

c) other aids and measures necessary for the operation of rail transport, including their changes and repairs.

(5) By publishing the documents referred to in paragraph 4 of this Article on the data portal of Správa železnic *(Railway Administration)*, state-owned organisation, as the operator of the national and regional railway owned by the Czech Republic, or on the data portal https://www.ceskedrahy.cz/pro-partnery/provozovani-drahy, the obligation of the Infrastructure Operator pursuant to paragraph 4 of this Article shall be deemed to have been fulfilled in respect of these documents.

(6) The Carrier is obliged to inform its employees in due time about the documents published in accordance with paragraph 4 of this Article.

(7) If the Infrastructure Operator provides the documents referred to in paragraph 4 of this Article to the Carrier on the latter's request, either in a paper form or on electronic media, the Carrier is obliged to pay the price for these documents to the Infrastructure Operator as specified in the Network Statement.

Article 6
Carrier

The Carrier is obliged to ensure:

(1) that its employees are professionally qualified and medically fit in accordance with the Rail Systems Act;

(2) that its employees are familiar with the track conditions on the railway lines and the local conditions in the operating control points where they drive a railway vehicle, in accordance with Section 35(1)(a) of the Decree No. 173/1995 Coll., which issues the Railway Traffic Code, as amended, and Articles 35 and 37 of the SŽ D1 Regulation. The familiarisation of the Carrier's employees shall be carried out, if requested by the Carrier, by the Infrastructure Operator for a fee specified in the Network Statement;

(3) that its employees obey the instructions issued in the interests of maintaining the safety and continuity of operation by the Infrastructure Operator's employees on duty pursuant to Section 22(3) of the Rail Systems Act. In the event of a threat to the safety of persons or property, these

authorised employees of the Infrastructure Operator may suspend further activities of the Carrier's employees or further operations for the necessary period of time. The Infrastructure Operator shall immediately inform the Carrier of this procedure and the reasons for it;

(4) that its employees are equipped with a licence authorising them to enter the track area, the driver with a valid licence and driver's certificate. To enable the Infrastructure Operator to control the Carrier's employees and effectively prevent them from working if it finds serious reasons preventing them from working safely (violation of the regulations for operation on the national railway owned by the Infrastructure Operator, suspicion of working under the influence of alcohol or other intoxicants, invalidity of the driver's certificate or driver's licence). The Infrastructure Operator shall immediately inform the Carrier of this procedure.

(5) The obligations of the Carrier in respect of its employees shall apply mutatis mutandis to persons who work for the Carrier under arrangements other than employment relationships.

Article 7

Railway vehicles

(1) The Infrastructure Operator is obliged to use the numerical designation according to ČSN EN 15877-1+A1 and ČSN EN 15877-2 standards when marking railway vehicles (except for the external marking of historical vehicles) and when preparing documents for statistics, unless otherwise stipulated by the railway administrative office, an international agreement or generally binding regulations.

(2) The Carrier is responsible for the fact that all railway vehicles used by it meet the conditions set out by generally binding legal regulations for the operation of railway vehicles, in particular the technical specifications for interoperability, the Rail Systems Act, Decree No. 173/1995 Coll., issuing the railway transport code, as amended, and related internal regulations of the Carrier.

(3) The Carrier may operate rail transport on the railway according to the present Agreement with rail vehicles which are approved for operation of rail transport on the national and regional railways owned by the Czech Republic, to which Správa železnic *(Railway Administration)*, state-owned organisation has the right of economic management.

(4) The specification of the radio systems for compliance with the SŽ (Railway Infrastructure Administration) Z11 regulation is given in the Network Statement of the Infrastructure Operator.

(5) The Carrier after each handling of the railway vehicle, during which any of the following events occurs:

a) derailment of the vehicle when at least one wheel has left the top of the rail head even briefly or has run over an unyielding object higher than 3 cm (except for hitting a stop or leaving the top of the rail head in the rail brakes),

b) the vehicle striking an obstacle or another rolling stock at a speed exceeding 5.5 km/h, even with the bumpers,

c) exceeding the maximum load weight per car length or per unit floor area, overloading the car, the bogie, wheelset or wheel by more than 5% above the permissible load,

d) the free fall of a compact rigid object on the floor of the car with an energy equivalent to the fall of an object of at least 30 kg from a height of 3 m,

e) pulling or pushing the vehicle by skidding or applying force to parts other than those intended for that purpose,

f) forcible removal of plastic deformations of the carcass or underbody,

g) running over a hump yard by a vehicle whose uncontrolled down-movement is restricted or prohibited,

h) exposure to aggressive media resulting in damage to the vehicle's surface finish or disruption of the structure of the vehicle's load-bearing material itself,

shall arrange for the inspection of the railway vehicle by a competent person and lay down the conditions for further transport. The conditions laid down shall be communicated by the Carrier to the Infrastructure Operator.

(6) When using steam locomotives, the Carrier shall ensure fire safety and compliance with the SŽ SM071 Directive "Fire Precautions for the Operation of Steam Locomotives on the Railway Infrastructure Operated by Správa železnic *(Railway Administration)*, state-owned organisation".

(7) In the operation of railway vehicles, the Carrier shall avoid all negative impacts on the environment, while respecting generally binding legal regulations.

Article 8

Incidents and accidents at work

(1) The Carrier shall immediately report the occurrence of the following events to the designated reporting point of the Infrastructure Operator if it is involved in them:

a) incidents according to Section 49 of the Rail Systems Act;

b) accidents at work in connection with the operation of the railway or rail transport pursuant to the Act No. 262/2006 Coll., the Labour Code, as amended, and the Government Regulation No. 201/2010 Coll., on the manner of recording, reporting and sending accident records, as amended by the Government Regulation No. 170/2014 Coll., until 31 December 2025 and from 1 January 2026 pursuant to Government Regulation No. 322/2025 Coll., on the obligations of employers in the event of occupational accidents;

The reporting point of the Infrastructure Operator, is provided for in the relevant Network Statement**.** In the event of an incident in rail transport, the Parties shall proceed in accordance

with the Decree No 376/2006 Coll., on ensuring the safety of rail operation and rail transport and procedures in the event of incidents on railways, as amended. Similarly, the Infrastructure Operator shall report the occurrence of an emergency in which the Carrier was involved to the Carrier's reporting point ……

(2) The Infrastructure Operator manages the recovery of the consequences of the incident. At its request, the Carrier is obliged to assist with its equipment and experts. The costs of the incident response and the use of the necessary means shall be considered as a part of the damage. The costs in question shall then be charged according to the results of the investigation and the liability determined in the assessment of the causes and circumstances of the incident. In the event of an environmental accident arising in connection with the operation of rail transport by the Carrier, the Carrier, in cooperation with the Infrastructure Operator, shall immediately take remedial measures to eliminate the consequences of the accident. If this is not possible for the Carrier or for serious reasons, the remedial measures shall be carried out by the Infrastructure Operator at the Carrier's expense.

(3) The authorised person of the Infrastructure Operator shall decide on the method of removing the consequences of the accident and on the possible use of accident aids in agreement with the authorised person of the Carrier.

(4) Occupational accidents are investigated in accordance with the Act No. 262/2006 Coll., the Labour Code, as amended, and the Government Regulation No. 201/2010 Coll., on the manner of recording, reporting and sending accident records, as amended by the Government Regulation No. 170/2014 Coll., or according to Government Regulation No. 322/2025 Coll., on the obligations of employers in the event of occupational accidents, respectively. Occupational accidents in connection with the operation of railways or rail transport (occupational accidents arising in connection with an incident in rail transport) are investigated by the relevant employer, other occupational accidents are also investigated by the relevant employer.

(5) Nothing in the present Agreement shall be construed as creating any punitive rights of the Carrier to compensation against the Infrastructure Operator for any penalties imposed on the Carrier for committing an administrative offence under the generally binding legislation.

Article 9

Records of performance and services

(1) A registration number is assigned to the Carrier by the Infrastructure Manager and it will be used by the Carrier at all times in relation to performance under the Agreement.

(2) The Infrastructure Operator shall provide the ancillary services listed in the Annex to the Network Statement. The Carrier shall discuss the ancillary services directly with the relevant service of the Infrastructure Operator. The provision of the service so agreed shall take place outside the framework of the Agreement.

(3) The Infrastructure Operator processes the monthly performance overview and sends it in electronic form to the Carrier for approval.

Article 10

Rail system usage price and capacity allocation fee

(1) The price for the use of the rail system by the Carrier shall be determined in accordance with the relevant Network Statement published on https://www.ceskedrahy.cz/pro-partnery/provozovani-drahy.

(2) The fee for the capacity allocation shall be set according to the relevant Network Statement. In accordance with the Network Statement, the Carrier is obliged to apply to the independent Infrastructure Manager for the establishment of an account (contractual relationship) and subsequently for the allocation of capacity for the use of the rail system.

Article 11

Penalty payments for disruption of rail transport operations caused by the Carrier or the Infrastructure Operator

(1) For disruption of rail transport operations caused by the Carrier, the Infrastructure Operator shall charge the Carrier the penalty fees specified in the Network Statement.

(2) For disruptions in the operation of rail transport caused by the Infrastructure Operator, the Carrier shall charge the operator the penalty fees specified in the Network Statement.

Article 12

Reporting the occurrence, causes and duration of disruption to rail transport operations

(1) Any event resulting in a disruption of the operation of rail transport under the present Agreement shall be reported by the Carrier on the form in **Annex no. 2** and forwarded to the Infrastructure Operator at monthly intervals.

(2) The Carrier shall submit the overview of disruptions in the operation of rail transport for the previous month to the Infrastructure Operator by the 10th day of the following month. If an event referred to in paragraph 1 has occurred and the Carrier has not yet submitted the overview to the operator, the Infrastructure Operator shall compile it by itself and shall submit it to the Carrier, who may request its completion or amendment.

(3) The overview of disruptions to rail transport operations drawn up by the Carrier is subject to approval by the Infrastructure Operator, which may request its completion or revision.

(4) If a dispute arises between the Parties concerning the content of the overview concerning penalty payments for disruption of rail transport operations, the procedure shall be as set out in Article 13.

Article 13

Out-of-court settlement of disputes between the Parties concerning penalty payments for disruption of rail transport operations

In the event of a dispute arising in a matter relating to the disruption of rail transport operations pursuant to **Annex no. 2**, the Infrastructure Operator and the Carrier shall be guided by the arrangements set out in the relevant Network Statement in the out-of-court settlement of disputes between the Parties to the Agreement relating to penalty payments for disruption of rail transport operations.

Article 14

Method of payment of prices

(1) The Parties shall be governed by the arrangements for payment of prices in accordance with the relevant Network Statement.

(2) The Parties shall provide each other with the necessary documents and information for the proper and timely performance of their obligations under the Agreement.

(3) Authorised representatives of the Parties:

for the Infrastructure Operator: provided for in the relevant Network Statement**.**

for the Carrier: …….

Article 15

Liability for damages

(1) The Parties shall organise the movement and stay of railway vehicles on the rail system according to the present Agreement in such a way as to avoid damage or endangerment of lives and health of persons, property or the environment and to avoid damage to the legitimate interests of the Infrastructure Operator, the Carrier or third parties. The Parties shall provide each other with the necessary cooperation.

(2) The Carrier shall be liable for damages incurred by the Infrastructure Operator or third parties in connection with its operation of rail transport under the Agreement and shall be liable for such damages according to the results of the investigation, even in cases where the damage was caused by a railway vehicle owned by a third-party holder and included in a train or a shunting consist of the Carrier.

(3) The Infrastructure Operator shall be liable for damages incurred by the Carrier in connection with the operation of the railway, except for damages incurred in connection with

the restriction of the operation of the railway pursuant to Sections 23b and/or 23c of the Rail Systems Act, under the conditions laid down by generally binding legal regulations.

(4) The Carrier shall be obliged to have a valid and effective insurance policy for insurance of its liability for damages caused by the operation of rail transport under the present Agreement in such a way as to ensure the minimum amount of the insurance benefit for each insured event as specified in the relevant Network Statement. Upon request, the Carrier shall, prior to signing the present Agreement and at any time thereafter during the period of operation of the railway service, provide the Infrastructure Operator with an insurance certificate to verify the duration of the liability insurance. If the Carrier fails to fulfil these obligations even after repeated request, the Infrastructure Operator shall be entitled to withdraw from the Agreement.

Article 16

Termination of the contractual relationship

(1) The Parties agree that the contractual relationship established by the present Agreement may be terminated

a) by way of an agreement;

b) by written termination by either Party without stating any reason. The period of notice shall be 3 months, unless otherwise specified in the Network Statement, and shall commence on the first day of the calendar month following delivery of the notice to the other Party;

c) by withdrawing from the Agreement according to the terms agreed in the Agreement. The Agreement shall terminate on the date of delivery to the Carrier of the notice of withdrawal.

(2) The Agreement also terminates in the event of:

a) the termination of the official authorisation under Article 2 of the present Agreement,

b) the expiry of the licence under Article 2 of the present Agreement,

c) withdrawal or expiry of the Infrastructure Operator’s Certificate pursuant to Article 2 of the present Agreement,

d) withdrawal or expiry of the Carrier’s certificate under Article 2 of the present Agreement.

(3) The Parties are obliged to settle their mutual obligations within 30 days after the end of the contractual relationship.

Article 17

International sanctions

By signing the present Agreement, the Carrier declares that:

a) it is not a person subject to international sanctions referred to in Section 2 of the Act No. 69/2006 Coll, on the implementation of international sanctions, as amended ("person subject to sanctions") and none of the persons subject to sanctions is formally or effectively in the ownership or management structure of the Carrier, is not its beneficial owner, does not give any instructions to the Carrier, does not represent, influence, control or in any other way, whether covertly or overtly, participate in the operation of the Carrier;

b) it is not aware that any funds or economic resources are to be made available, directly or indirectly, to a person subject to sanctions in connection with this Agreement or that a person subject to sanctions may benefit in any way from them;

and in the event of a breach of any of the above statements at any time in the future, the Carrier is obliged to notify the Infrastructure Operator without undue delay. Breach of any of the declarations or obligations under this clause shall also be deemed to be a material breach of the Agreement and shall entitle the Infrastructure Operator to withdraw from the Agreement.

Article 18

Final provisions

(1) The Agreement is concluded for an indefinite time period.

(2) In the event of a change in the licence, the Infrastructure Operator reserves the right to immediately limit the performance of the subject matter of the Agreement in accordance with the change in the licence.

(3) The Parties declare that on the date of conclusion of the present Agreement all possible arrangements and agreements relating to the same subject matter of performance are cancelled and replaced in full by the arrangements contained in the present Agreement, i.e., there is no other arrangement which would supplement or modify the present Agreement.

(4) Any documents contemplated by the present Agreement must be in writing (unless otherwise expressly provided in the Agreement or in the binding documents referred to herein), in a certificated form and, except as provided in Section 566 of the Civil Code, must be duly signed by the authorised persons. Any other documents, including e-mail correspondence, are without legal effect unless otherwise expressly provided for in the Agreement.

(5) Any amendment or supplement to the present Agreement must be made in the form of a written amendment signed by authorised representatives of both the Parties, otherwise such

amendment or supplement to the Agreement shall be null and void. The written form shall be deemed to be only the documentary form, except in cases where the Agreement and amendments thereto are concluded pursuant to paragraph 23. The written form shall not be preserved in the case of a legal transaction made by electronic or technical means within the meaning of Section 562 of the Civil Code, except in cases where the Agreement and amendments thereto are concluded pursuant to paragraph 23.

(6) The date of delivery of a document made pursuant to the present Agreement shall be deemed to be the date of actual delivery of said document, subject to the exclusion of the provisions of Section 573 of the Civil Code.

(7) If the Carrier shall perform activities under the Agreement by persons other than its employees, such persons shall have the same rights and obligations under the Agreement as employees of the Carrier.

(8) Unless otherwise provided in the present Agreement, the Parties undertake to communicate to each other without undue delay by e-mail correspondence adequate information on all relevant facts (e.g. changes in the Operating Schedules of ČD, a.s. workplaces, changes in Article 4(1), etc.) which have or may have an impact on the performance of the present Agreement or on the scope of the rights and obligations of the Parties or third parties related to the present Agreement, to the contact e-mails indicated:

for the Carrier ..., e-mail: …

for the national Infrastructure Operator ..., e-mail: …

The Party which breaches the obligation under this paragraph shall be liable to the other Party and to third parties for any injury or damage resulting therefrom.

(9) Legal relations not governed by the Agreement are governed by the relevant Network Statement, generally binding legislation, directly applicable EU legislation and acts of international law referred to in the Agreement.

(10) All generally binding legal regulations, acts of international law, internal regulations of the Infrastructure Operator, and documents referred to in Article 2 of the present Agreement shall be understood in the valid and effective version.

(11) Annexes 1 to 2 form an integral part of the Agreement.

(12) Each Party undertakes to immediately inform the other Party in the manner set out below of the risks of the work and workplace of the other Party and the measures taken by the other Party to protect itself from the effects of such risks pursuant to Section 101(3) of the Act No. 262/2006 Coll., the Labour Code, as amended. The Infrastructure Operator shall always be the coordinator of the implementation of measures to protect the safety and health of employees and the procedures to ensure them.

(13) Therefore, in the performance of its contractual obligation pursuant to paragraph 12 of this Article, the Carrier undertakes to familiarise itself with the risks and measures listed in the "JPS Risks – Rail Transport" file on the Infrastructure Operator’s website

https://www.ceskedrahy.cz/pro-partnery/provozovani-drahy and to take them into account in its activities under the present Agreement. The Carrier undertakes to deliver the list of its risks and measures to the e-mail of the Infrastructure Operator referred to in paragraph 8 no later than 30 days after the conclusion of the present Agreement. The Carrier undertakes to deliver the update of the list of risks referred to in the previous sentence to the same e-mail of the Infrastructure Operator without delay.

(14) A breach of any of the obligations under Paragraph 12 and/or Paragraph 13 shall constitute a material breach of the Agreement entitling the other Party to withdraw from the Agreement.

(15) Based on the agreement of the Parties, the Infrastructure Operator shall be designated as the “authorised employer” for the safety and health of employees at the joint workplace (the rail system area according to the present Agreement) within the meaning of Section 101(3) of the Act No. 262/2006 Coll., the Labour Code, as amended.

(16) Pursuant to Sections 22(2)(f) and 35(2)(f) of the Rail Systems Act, the Parties undertake to comply with the established systems for ensuring the safety of rail transport, not to jeopardise the safe operation of the railway or rail transport by their activities, and to take such measures as will lead to their elimination and prevention when risks arising from the operation of the railway or rail transport are identified, all in mutual cooperation.

(17) In the event that any provision of the Agreement proves to be invalid, illegal or unenforceable for any reason whatsoever, the Parties shall replace such provision with a new provision which is valid, legal and enforceable and which is as similar as possible in substance, i.e., economic purpose and legal effect, to the provision being replaced. The same shall apply in the event that for any reason the Agreement proves to be invalid, in which case this Salvatory clause shall be a separate agreement, the validity and effectiveness of which shall in no way be affected by the validity or invalidity or effectiveness of the Agreement as a whole or its individual provisions. The invalidity, illegality or unenforceability of any provision of the Agreement shall not affect the validity, compliance with generally applicable law or enforceability of the other provisions of the Agreement.

(18) In the event of a conflict between any provision of the present Agreement and the relevant Network Statement, the Network Statement shall prevail.

(19) The Agreement shall come into force and effect on the date of the signature of the Agreement by the last Party.

(20) In case of conclusion of the Agreement in a paper form, the Agreement shall be drawn up in 2 copies, each with the validity of an original document, one of which shall be given to the Infrastructure Operator and the other one to the Carrier.

(21) The Parties declare that the present Agreement is concluded in the ordinary course of their business and therefore the present Agreement is not subject to the obligation to publish it

in the Register of Contracts pursuant to the provisions of Section 3(2)(q) of the Act No. 340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Agreements (the Register of Contracts Act), as amended. The present Agreement, including its annexes and any amendments, shall not be published by any of the Parties pursuant to the Act on the Register of Agreements. With reference to this declaration, the Parties undertake not to publish the present Agreement, including any subsequent amendments thereto, through the Register of Contracts and not to seek a declaration that the present Agreement is null and void by reason of its non-publication.

(22) The Parties undertake to ensure the protection of the personal data they will process under and/or in connection with the present Agreement. When processing personal data, the Parties shall in particular ensure that the personal data are processed lawfully, only to the extent and for the period necessary, and that the personal data are technically and organisationally secured in such a way that unauthorised or accidental access, alteration, destruction or loss, unauthorised transmission, other unauthorised processing or other misuse of the personal data cannot occur. The Parties are further obliged to ensure that all obligations arising from legal provisions, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), are safeguarded in terms of personnel and organisation at all times during the processing of personal data. The Parties agree at the same time that each of them shall have the status of a data controller in relation to the relevant personal data processed in connection with the performance of the present Agreement. Each of the Parties undertakes at the same time to communicate to the other Party, even beyond the scope of generally binding legislation governing the protection of personal data, any facts which may affect the protection of personal data or the related rights and legitimate interests of data subjects, as well as any facts relating to the actions of public authorities in relation to personal data processed under the present Agreement.

(23) If the Carrier so requests, the Agreement may be executed in an electronic form and shall be signed by electronic signatures of both the Parties based on a qualified certificate in accordance with Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC concerning trust services and the Act No. 297/2016 Coll., on trust services for electronic transactions, as amended. In such circumstances, each of the Parties shall receive an electronic original of the Agreement bearing the signatures of both the Parties in accordance with this paragraph. The Agreement concluded in the form and manner referred to in this paragraph shall be sent to the Carrier for signature by data mailbox and any amendments thereto may be concluded

and sent to the Carrier for signature only in the form and manner referred to in this paragraph.

(24) In the event that the Carrier requests a paper copy of the Agreement or does not express an objection, the Agreement will be executed in a paper form and signed in manuscript and sent to the Carrier for signature by using the conventional services of the postal licence holder. Even in the case of the Agreement in a paper form, the Carrier shall be entitled to require that an amendment thereto be executed or delivered in the form and manner provided for in paragraph 23, and such a form and manner of delivery shall not be altered in the case of any subsequent amendment.

In Prague, on ……	In ....., on ……
For the Infrastructure Operator:	For the Carrier:
.....	.....
……...	……...
……...	……

Annex No. 1 to the Agreement on the operation of rail transport on the national rail systems owned by ČD, a.s.

Regulations of the Infrastructure Operator

(1) The internal regulations of the Infrastructure Operator are made up of:

Regulations of České dráhy, a.s.,

Regulations of Správa železnic *(Railway Administration)*, state-owned organisation; Správa železnic, state-owned organisation, has granted a written consent to České dráhy, a.s., to use the regulations of Správa železnic, state-owned organisation, as internal regulations of the Infrastructure Operator on all railways which are and will be operated by the operator "České dráhy, a.s." – the operator shall submit this consent upon request of the Carrier.

(2) Overview of the regulations referred to in paragraph 1.

SŽ D1	Traffic and signalling regulations
SŽ D31	Special consignments
SŽ D33	Military transports
SŽ T100	Regulation for the operation of signalling equipment
SŽDC (ČD) T108	Operation of the train protection equipment
SŽ Z1	Regulation for operation of station and railway line train control equipment
SŽ Z2	Regulation for operation of level crossing safety equipment and warning devices for track crossing by pedestrians
SŽ Z11	Regulation for operation of radio and telephone equipment
ČD M32	Regulation for the protection of the environment against pollution by hazardous substances
ČD Op16	Regulation on health and safety at work
ČD D17	Regulations for reporting and investigating incidents

Annex No. 1 to the Agreement on the operation of rail transport on the national rail systems owned by ČD, a.s.

Reporting of the occurrence, causes and duration of disruption of rail transport operation according to Article 12 of the Agreement on the operation of rail transport on the national railway operated by ČD, a.s. – Infrastructure Operator's No. ....., Carrier's No. ..... for month .... 20..

Statement of the occurrence, causes and duration of disruption of rail transport operation according to Sections 4 and 5 of the Decree 76/2017 Coll.		
Event registration number:		
Carrier / Infrastructure Operator*) (identification data):		
Railway section where the disruption occurred:		
Date and time of the breach:		
Date and time of the removal of the breach:		
Total duration of the disturbance:		
Number of the affected trains and their designations:		
Cause of disruption:		
Event description:		
Extent of disruption transferred to other Carriers		
Measures to limit the amount of damage:		
Total delay:		Sanctions: YES ☐ NO ☐
For the Carrier / Infrastructure Operator*) drawn up by: First name and surname Date:		For the Infrastructure Operator / Carrier*) approved by: First name and surname Date:

* Delete which is not applicable