



Ref. no. 57803/2025 (ČD)

taktici.cz, s.r.o.

issues the present

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

(Railway Timetable 2026/2027)

Effective date: 14 December 2025
Update of 13 December 2026 – 57240-O18

List of Revisions

Revision issue date	Revision description
1 February 2026	Amendment to Annex No. 10
13 December 2026	Amendment to Articles 1, 2, 3, 4, 5, 6, 7, 8, 11, 12 and 13 and to Annexes Nos. 1, 4 and 5 – alignment with the current wording of the ZoD (Sections 23d, 32a, 33 and 34b) and with Regulation (EU) 2026/1184, corrections of references and wording
13 December 2026	Update of the contact details in Annex No. 2
13 December 2026	Amendment to Annex No. 1 of Annex No. 10

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 railways listed below and in the allocation of the capacity of their railway infrastructure. This Network Statement is issued for the preparation of the timetable and for the 2026/2027 timetable, with effect from 14 December 2025.

(2) The company "České dráhy, a.s." (hereinafter referred to as "ČD" or "the Infrastructure Manager") 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 track, the price for the allocation of capacity, the allocation of 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 the "Allocation Body"). The Allocation Body's data box has the identifier dfft76x. The Allocation Body carrying out this activity for ČD does so with impartiality. In accordance with Section 32a(5) of the ZoD, the Allocation Body has issued an internal regulation laying down measures to exclude discriminatory conduct and conflicts of interest in relation to railway undertakings and ensures compliance with it; it keeps records of the costs and revenues associated with the performance of the main activities separately from its other activities.

(6) The Allocation Body publishes the network statement, in accordance with the ZoD, on the website *taktici.cz/pridelce*. This Network Statement is provided to railway

undertakings free of charge, also on the website taktici.cz/pridelce or by electronic mail on the basis of a 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 a discrepancy between the Czech and the foreign-language version, the Czech version prevails.

(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 Allocation Body 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 Allocation Body made the draft of this Network Statement available on the website taktici.cz/pridelce for comments by interested parties at least 30 days before the date of its publication (Section 33(1) of the ZoD); it proceeds in the same way in the case of amendments to the Network Statement which change the rules for the allocation of capacity or the prices. The Allocation Body records the amendments made in the list of revisions and publishes the Network Statement again (Section 33(5) of the ZoD).

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

Article 2
Legislation and regulations

(1) The core legislative conditions for the operation of a railway 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 Manager 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 infrastructure manager'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 legislation of the European Union, in particular by 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"), by Commission Implementing Regulation (EU) 2015/10 on criteria for applicants for rail infrastructure capacity, by Commission Implementing Regulation (EU) 2016/545 on procedures and criteria concerning framework agreements and by Commission Implementing Regulation (EU) 2017/2177 on access to service facilities and rail-related services. Regulation 2026/1184 applies from 12 June 2026; however, pursuant to Article 81(2)(c) thereof, its Chapters II and III (capacity management and traffic management) apply only to activities and tasks relating to working timetables which enter into force on 14 December 2030 or later. Until then, the allocation of railway infrastructure capacity is governed by the ZoD as currently in force.

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 No. 4, Article II(4), as a siding. Its operation 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·h-1
Shunting block 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)
Terminated 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 (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 in the national rail system with the end of the branching line of the switch no. 47a at km 538.884 and ends with the buffer stops of the turntable 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 and its use

(1) A request for allocation of infrastructure capacity may only be filed with the Allocation Body 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 who, before the allocation of capacity, submits to the Allocation Body a written statement of a licence holder that, if the capacity is allocated, the licence holder will actually use it. Such a statement may be made in respect of a particular part of the capacity by one licence holder only. If the applicant fails to submit such a statement, the Allocation Body will not allocate the capacity to it. A person applying for the allocation of capacity for a licence holder under this paragraph (b) is obliged to deliver to the Allocation Body, at the latest together with the application for the allocation of capacity, the corresponding power of attorney granted by the holder of a valid licence.

(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 he/it begins 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 railway undertaking if he/it holds, as at the date of commencement of the rail transport operation on that railway infrastructure, at the same time a railway undertaking's certificate, which is issued to him/it for a period of 5 years by the Rail Administrative Authority or by the European Union Agency for Railways, if the railway undertaking has an internal organisational structure and a rail transport management system (which means a set of organizational 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 railway undertaking if he/it:

a) has 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 has 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) has, to the full extent of the rail transport operated, the allocated railway infrastructure capacity, except for the cases referred to in Article 6(8) and in Article V of Annex No. 4,

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

d) has a contract for the operation of rail transport, unless he/it is identical with the infrastructure manager,

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

(8) Further information on the conditions for issuing a licence for the operation of rail transport and on the conditions for issuing a railway undertaking's certificate can be found on the website of the Rail 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 railway undertaking's certificates.

(10) No financial guarantee under Commission Implementing Regulation (EU) 2015/10 and Section 33(4)(b) of the ZoD is required from applicants. An applicant is obliged to demonstrate its ability to submit an application for the allocation of railway infrastructure capacity in accordance with this Network Statement (Article 8(2) of Regulation 2026/1184).

Article 5

Cost of railway infrastructure capacity allocation, cost of use of the track 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 Allocation Body, 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 Allocation Body 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 passes those data on to the Infrastructure Manager only to the extent necessary for organising rail transport and for the performance of the Infrastructure Manager's obligations under the ZoD; it discloses the applicant's identification data to other applicants only with the applicant's consent (Section 34a(4) of the ZoD). The Allocation Body has access to the Infrastructure Manager's data only to the extent necessary for the performance of the main activities and does not pass on to the Infrastructure Manager any information on the commercial activities of other railway undertakings.

(4) The price for the allocation of railway infrastructure capacity is calculated exclusively from the economically justified costs incurred by the Allocation Body in the performance of the main activities, in accordance with the principles set out in Article VI of Annex No. 4. As at the date of publication of this Network Statement, no data are available on planned changes in the price for the use of the track or in the price for the allocation of railway infrastructure capacity over the next 5 years beyond the development of the economically justified costs (Section 33(3)(n) of the ZoD).

Article 6

Requirements and method of submission of the capacity allocation request

(1) Requirements for the allocation of railway infrastructure capacity, for the introduction of a railway undertaking's train, for the movement of a shunting block and for the processing of a train timetable are submitted by the applicant electronically through an 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. The IS PROK is a digital tool for the submission and handling of applications for railway infrastructure capacity within the meaning of Article 66 of Regulation 2026/1184; the Allocation Body provides applicants with access to it free of charge and in a non-discriminatory manner.

(2) An application for the allocation of capacity must include a clear definition of the required capacity and services, including data on their time utilisation. An application for access to the IS PROK must be accompanied by a valid licence for the operation of rail transport entitling the applicant to operate the required type of rail transport in the period for which it requests the allocation of capacity, or the applicant must prove that it has submitted a statement pursuant to Article 4(1)(b), if the effective wording 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 block. 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 railway undertaking must deliver to the Allocation Body, by the day when it starts to operate railway transport according to the allocated capacity:

a) a railway undertaking’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 Allocation Body, the applicant must demonstrate he/it satisfies 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 his/its 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 ride 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 Infrastructure Manager's designated employee is entitled, before the railway undertaking enters the national railway, to require the railway undertaking to communicate the number of the application on the basis of which the use of the track is to take place. Where the relevant part of the capacity was requested by an applicant under Article 4(1)(b), the Infrastructure Manager's designated employee may also require the submission of a copy of the valid licence holder's statement under Article 4(1)(b) for which the relevant part of the capacity was requested. If the railway undertaking fails to communicate the application number or to submit the statement under this paragraph, the Infrastructure Manager's designated employee is entitled to refuse it access to the national railway, without the Infrastructure Manager bearing liability for the damage thereby caused.

Article 7

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

(1) In the capacity allocation process, the Allocation Body 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 allocation body allocating appropriate capacity is the allocation body operating on the other line.

(3) The allocation of capacity involves three main processes. At the same time, the Allocation Body allows applicants to submit an application in a format defined by the Allocation Body. The exact procedure for using this option shall be communicated by the Allocation Body 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 set at 30 September 2026. For late applications for the timetable, the deadline is 31 October 2026. The**

date of the timetable change is identical with that in the Network Statement for the national and regional railways, valid for the preparation of the timetable for the relevant period, issued by Správa železnic (hereinafter referred to as "the Network Statement of Správa železnic"). The dates and time limits for submitting these applications are set out in Section 34a of the ZoD. The application is submitted in the IS PROK available on the website *pridelce.taktici.cz*. For these applications, the railway undertaking has the option to include in a single application for a particular location (part of the national railway) several trains or shunting blocks,

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 Allocation Body's website** *pridelce.taktici.cz*,

c) **urgent ad hoc – if an applicant for the allocation of capacity intends to submit its application less than 5 calendar days before the date of the required use of the track, the "urgent ad hoc" option may be selected in the IS PROK available on the website** *pridelce.taktici.cz*. In the case of an urgent ad hoc application, it is advisable to verify in advance whether the relevant service facility has free capacity (service volume, time slot).

(4) The railway infrastructure capacity, i.e., its usable throughput in the scheduling of the required train routes / shunting blocks on a particular track section over a given period of time, is expressed by the number of trains / shunting blocks 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 Allocation Body may offer applicants a different free capacity at a different time or place. If this process does not satisfy all the requirements, the Infrastructure

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 railway infrastructure capacity, the Allocation Body shall declare the relevant railway or a part thereof congested. The Allocation Body shall announce this fact to the Infrastructure Manager 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 on which the railway infrastructure capacity analysis was drawn up, the Infrastructure Manager shall, on the basis of that analysis, draw up a plan to mitigate or eliminate the congestion of the railway.*

(5) The allocated capacity may be used only by the applicant to which the capacity has been allocated and which holds a licence, or by the licence holder who made the statement pursuant to Article 4(1)(b). If that licence holder cannot use the allocated capacity, or intends to limit the scope or frequency of train movements on certain days or in a certain period, it has the option to surrender the allocated capacity to the Allocation Body, at the latest 30 days before the scheduled day of the movement of the train or of the shunting block. If that applicant surrenders the allocated capacity less than 30 days before the scheduled day of the movement outside the date of the regular timetable change specified in the valid Network Statement issued by Správa železnic, or if the allocated capacity is forfeited due to a delay of the train or to the use of the track by a shunting block exceeding 1,200 minutes for reasons on the applicant's part, or if the applicant fails to use the allocated capacity, it is obliged to pay the Infrastructure Manager a penalty in accordance with the draft arrangement on penalty payments set out in Annex No. 1. The provisions of the preceding sentence also apply where the applicant surrenders capacity on a railway which the Allocation Body has declared congested. Capacity released in this way may be allocated to another applicant.

(6) Without being liable for any damage which it may cause; the Allocation Body may remove an assigned rail system capacity from a railway undertaking 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 railway undertaking,

b) the railway undertaking has ceased to fulfil the conditions for access to the track laid down in

c) the railway undertaking uses the track in contradiction with the allocated path capacity,

d) the railway infrastructure capacity assigned to the railway undertaking has been removed, taken back or limited on an intersecting track (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 infrastructure manager 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 the allocated 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 time specified in the capacity request. A single application may cover a complete shunting activity of the railway undertaking within that time frame; in such a case the price for the allocation of capacity is charged per application and not per individual movement of the shunting block.

(10) The Allocation Body confirms the receipt of an application under paragraph 3(b) and (c) to the applicant within 5 working days of its delivery in the application. Data on the remaining available capacity of the railway are provided by the Allocation Body on request within 5 working days of the date of delivery of the request for those data (Section 34b of the ZoD).

(11) Each year, by 30 June at the latest, the Allocation Body invites applicants and potential applicants, on the website taktici.cz/pridelce, to notify it by e-mail at

pridelce@taktici.cz of their capacity needs on the railway to which this Network Statement applies for the following timetable period, together with an outlook for subsequent periods. The Allocation Body discusses the results of the consultation with the Infrastructure Manager from the point of view of the technical condition of the railway and of the planned restrictions on its operation, and takes them into account when allocating capacity (Article 3(4) and Article 15 of Regulation 2026/1184).

(12) For the validity periods of working timetables which enter into force on 14 December 2030 or later, the Allocation Body, in cooperation with the Infrastructure Manager, will commence strategic capacity planning (the capacity strategy, the capacity model and the capacity supply plan under Articles 18 to 20 of Regulation 2026/1184) within the time limits laid down in Annex I to that Regulation, i.e. by publishing the draft capacity strategy no later than 38 months before the date on which the 2030/2031 working timetable enters into force, unless the railway to which this Network Statement applies is excluded from the scope of Chapters II to V of Regulation 2026/1184 pursuant to Article 1(3) thereof. The Allocation Body will adapt the structure and the content of this Network Statement to the common network statement structure adopted by the European Network of Infrastructure Managers (ENIM) under Article 65 of Regulation 2026/1184 and to the European framework for capacity management under Article 7 of that Regulation, once they have been adopted.

Article 8

Limitations on railway infrastructure capacity allocation

(1) The Allocation Body is entitled to limit the allocation of railway infrastructure capacity where the operation of the railway or of a part thereof is restricted for the purpose of carrying out maintenance or repairs of the railway, on account of activities threatening the safety or the fluency of rail transport, or on account of a disruption of the operability of the railway as a result of a natural disaster, an accident or an extraordinary event restricting the safe operation of the railway or of rail transport, to the extent of the plan for restricting the operation of the railway or of a part thereof approved in a decision of the Office for the Protection of Competition (hereinafter referred to as “the Office”), unless the period of the restriction does not exceed 24 hours.

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

(3) If a given track is declared by the Allocation Body as being overloaded, the Allocation Body 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 railway undertaking 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 framework agreements for the allocation of railway infrastructure capacity, framework agreements for the reservation of capacity of the railway to which this Network Statement applies are neither offered nor 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 thereby. Framework agreements concluded under Article 42 of Directive 2012/34/EU continue to apply until the expiry of their period of validity, pursuant to Article 79(1) of Regulation 2026/1184; for working timetables which enter into force on 14 December 2030 or later, the allocation of capacity by means of framework agreements is 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

(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 Allocation Body 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 infrastructure manager in accordance with Section 22 of the ZoD, ČD is not liable for additional costs incurred by railway undertakings in connection with a limitation on capacity allocation according to

(3) If the railway undertaking 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 Manager for each individual case.

(4) The Infrastructure Manager 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 railway undertaking,
b) it cancels an outage which was negotiated with the railway undertaking in advance,

c) it changes the term of an outage which was negotiated with the railway undertaking 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 railway undertaking's train journey,
c) according to paragraph 4(b) or (c), for which the railway undertaking did not hand over to the Infrastructure Manager, 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 railway undertaking is granted to all authorised railway undertakings in a manner that precludes favouring of one of the railway undertakings.

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

(3) The conditions and the price for the provision of infrastructure service facilities which provide the track 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 website of the ČD Service Facility (*https://www.ceskedrahy.cz/pro-partnery/pristup-k-zarizeni-sluzeb*). In the event that another service facility operator requests the publication of its description of the service

facility by the ČD Service Facility, it may do so using the template published on the website www.ceskedrahy.cz/pro-partnery/pristup-k-zarizeni-sluzeb. The service facility operator made available to the Allocation Body the price for the services provided and the conditions of their provision at least 60 days before the date of publication of this Network Statement (Section 23d(2) of the ZoD). The allocation of capacity for the movement of a shunting block to and from a service facility is a separate act of the Allocation Body; the price for the allocation of 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 Allocation Body concerning out-of-court settlement of disputes with applicants for capacity allocation

(1) In the event of a dispute arising between the Allocation Body and an applicant relating to capacity allocation issues, both Parties will first attempt to settle it amicably, the applicant requesting the other Party in writing to resolve the dispute in extrajudicial proceedings before doc. Ing. Juraj Čamaj, PhD., e-mail juraj.camaj@gmail.com (hereinafter referred to as "the Arbitrator"). The Allocation Body shall notify the Arbitrator of the dispute without delay.

(2) The dispute settlement procedure is in writing and the Arbitrator's decision must be delivered to both Parties not later than the tenth working day after the delivery of the notice of the dispute to the Arbitrator in accordance with the previous paragraph. These proceedings are 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 in the Arbitrator's account, which the Arbitrator will communicate to the applicant on request; otherwise the Arbitrator will not commence the proceedings. If the Party concerned is successful in the dispute, it is entitled to a refund of 100 % of the arbitration fee, and the Allocation Body shall pay an amount of CZK 5,000 to the Arbitrator. In the event of a delay caused by the Arbitrator, the Arbitrator is obliged to refund to the Party concerned 50 % of the arbitration fee for each commenced week of delay with the 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 Allocation Body 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 Act No. 266/1994 Coll., the Rail Systems Act, as amended, and in its implementing regulations (the “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.

.....

Ing. Bc. Zdeněk Michl

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

.....

Ing. Jiří Ješeta

Vice-Chairman of the Board, ČD, a.s.

.....

Ing. Lenka Hamplová

Chairwoman of the Board, 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 Manager”) and the railway undertaking 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 operation of rail transport, the Infrastructure Manager and the railway undertaking will first attempt to reach agreement amicably. The Party concerned shall request the other Party in writing to resolve the dispute in extrajudicial proceedings before doc. Ing. Juraj Čamaj, PhD., e-mail juraj.camaj@gmail.com (hereinafter referred to as “the Arbitrator”) and shall at the same time notify the Allocation Body of the dispute. The dispute settlement procedure is in writing and the Arbitrator’s decision must be sent to both Parties not later than the tenth working day after the delivery of the notice of the dispute to the Arbitrator. The extrajudicial proceedings under this paragraph are conducted through data boxes. If either Party disagrees with the Arbitrator’s decision, or if the Parties fail to agree on the application of the penalty within 10 working days of the delivery of the notice of the dispute to the Arbitrator, or if the time limit for the delivery of the Arbitrator’s decision expires in vain, the dispute may be submitted by one of the Parties to the competent court of the Czech Republic.

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 railway undertaking caused by a failure of a rail vehicle, the railway undertaking 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, caused by the exceeding of the time limit for the use of a service facility, the railway undertaking 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 Manager's contact persons

Contact person 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 Děčín shift supervisor	972 433 583, 724 655 217

Contact Persons of the Allocation Body

Railway Capacity Allocation IS PROK information system Invoicing	Ing. Bc. Zdeněk Michl
Phone:	**+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

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Annex no. 4

Prices of capacity allocation, prices of using tracks for a train ride 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 infrastructure 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 the relevant line to the extent allowed by the Allocation Body, including the cost of securing the train run or the shunting by the interlocking safety device in operation,
- a telecommunication link between the employees of the Infrastructure Manager and the operators of the railway undertaking's shunting block,
- receiving and providing information by the Infrastructure Manager to the railway undertakings when arranging a train run or shunting,
- publication of regulations, guidelines and aids for the operation of the railway undertakings according to the contracts for the operation of railway transport (printed form).

(3) The terms 'train ride' or 'shunting block ride' mean, for the purpose of determining the cost of the use of a track, also the running of an individual track 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 block rides are binding on the Allocation Body, the infrastructure manager, and all rail transport operators (hereinafter referred to as "the railway undertakings").

(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 rail track or the use of service facilities includes three components – the price of railway infrastructure capacity allocation (C1), the price of each individual use of the national railway for a shunting block ride (C2), and the price of use of service facilities (C3).

(2) The price of railway infrastructure capacity allocation (C1) includes all the operations and costs associated with the processing of the application. The price C1 does not include the costs of operating, maintaining and repairing the railway, nor the price for the use of service facilities.

(3) The price of railway infrastructure capacity allocation (C1) 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 of its planned changes,
- the number of trains or shunting blocks in the application.

The price of railway infrastructure capacity allocation (C1) 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 (C1) is determined as follows:

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

$$C_1 = 120 \cdot A \qquad \text{[CZK]} \qquad (1)$$

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.

$$C_1 = 130 \cdot A \qquad \text{[CZK]} \qquad (2)$$

Request for ad hoc capacity allocation according to formula 3.

$$C_1 = 1{,}5 \cdot A \qquad \text{[CZK]} \qquad (3)$$

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 blocks, the price is set according to formulae (1) to (4) of this paragraph. If an application is lodged for six or more trains or shunting blocks, the price determined according to formulae (1) to (4) of this paragraph is multiplied by the coefficient α specified in Article III.

(4) The cost of one utilisation of a line by driving a train or a shunting block (C2) 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 Allocation Body and may be modified.

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

where: Ki [CZK · use of the track-1] is the rate for one use of the track. Index i serves for differentiation of the price for the use of individual parts of the national railway and the particular price Ki is determined in Article III according to the Notes column, n is the number of uses of the track.

(5) The rate for using the service facilities (C3) 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 infrastructure capacity allocation and for the use of a rail track

Type of	Output unit	Unit price in CZK	Notes
A	1 request	250	
α	–	1.5	

Type of	Output unit	Unit price in CZK	Notes
K1	1 use of the rail	340	Děčín

Article IV.
Invoicing

(1) The price of railway infrastructure capacity allocation (C1) is billed to the railway undertaking by the Allocation Body. For these purposes, the railway undertaking is obliged to enter into a billing agreement with the Allocation Body, on the basis of which the railway undertaking 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 track (C2) is billed to the railway undertaking by the Allocation Body 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 Allocation Body have entered into a contract for the procurement of core activities by an independent Allocation Body. The railway undertaking shall be obliged to pay this price to the account of the Allocation Body indicated directly on the tax invoice, on the basis of a tax document issued by the Allocation Body 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 (C3) is billed to the railway undertaking 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 Manager sends a monthly performance report to the railway undertaking within 5 calendar days after the end of the calendar month in which the output was performed. The railway undertaking shall return the confirmed monthly performance report back to the Infrastructure Manager 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 calculating the price for the allocation of railway infrastructure capacity

(1) The rate for processing an application (A) is the Allocation Body's price for the allocation of railway infrastructure capacity. Under the price decree of the Ministry of Finance regulating the price for the use of railway infrastructure of national and regional railways and of publicly accessible sidings (hereinafter referred to as the "price decree"), that price forms part of the price for the use of railway infrastructure and is subject to substantive price regulation pursuant to Section 6(1)(c) of Act No. 526/1990 Coll., on Prices, as amended. The Allocation Body agrees it in a non-discriminatory manner in accordance with the price regulations (Section 32a(7) of the ZoD).

(2) Only the economically justified costs of the Allocation Body directly incurred in allocating railway infrastructure capacity, reduced by indirect cost items, are reflected in the price. The calculation is prepared for the period of validity of the timetable in the structure laid down by the price decree, i.e. direct material, direct wages, other direct costs and the calculated volume of regulated services; the costing unit is one processed application for the allocation of railway infrastructure capacity.

(3) Direct costs are in particular the staff costs of receiving an application, of its formal check and expert assessment, including the assessment of the time slot for the movement of a shunting block, of the assessment of conflicts with other applications

and with restrictions on the operation of the railway, and of processing the allocation and the timetable, together with other direct costs incurred in processing the application. The price does not include, in particular, the costs of operating, maintaining and repairing the railway, the costs of the Infrastructure Manager and of the operator of service facilities, overhead costs, depreciation of tangible and intangible assets, financial costs, the costs of staff training and of representation, penalties and fines, and costs covered from other sources.

(4) The total revenue of the Allocation Body from the price for the allocation of railway infrastructure capacity shall not exceed the total costs directly incurred in that activity. The price is the same for all applicants, including railway undertakings linked to the Infrastructure Manager by ownership or through their staff. The calculation is prepared with validity for the period of validity of the timetable; during the validity of this Network Statement the Allocation Body does not adjust the announced price in line with changing cost inputs, nor in the event of changes to the rules of price regulation made after the publication of this Network Statement. The detailed methodology for determining the price, including the calculation, is laid down in an internal regulation of the Allocation Body.

Annex no. 5

Framework Capacity Allocation Agreement

Concluded 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 Allocation Body”)

and

……., with its registered office at …

(hereinafter referred to as the “the Railway Undertaking”)

Article I.
Scope of the Framework Agreement

(1) This Framework Agreement regulates the rights and obligations of the Allocation Body and the Railway Undertaking concerning the allocation of railway infrastructure capacity ..... (here it is necessary to indicate the track 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 Railway Undertaking and offered by the Allocation Body 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 ("working timetable"), within the tolerance period according to the parameters contained in Annex A to this Agreement.

Article II.

Allocation Body's obligations

(1) The Allocation Body shall assign the Railway Undertaking a part capacity for each period of validity of each working timetable 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 Railway Undertaking requests the parts duly and in a timely manner in accordance with the Network Statement. The Allocation Body shall give preference to the Railway Undertaking's request lodged duly and in a timely manner in accordance with the Network Statement to due and timely requests from other railway undertakings concerning the capacity components for the category of trains or shunting blocks 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 Allocation Body, subject to the prevailing priority rules set out in the relevant Network Statement, shall offer to the Railway Undertaking a capacity within the same timeframe as the part of the capacity the Railway Undertaking was allocated, provided that part capacity was used during the period of validity of the previous working timetable 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 railway undertakings.

Article III.

Railway Undertaking's obligations

(1) The Railway Undertaking undertakes to submit to the Allocation Body, by the deadlines and in the manner described in the Network Statement, for each period of validity of the working timetable 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

(2) If the Allocation Body's proposal for the allocation of a specific part of the capacity, by which the Allocation Body responds to the application under paragraph 1,

is within the tolerance of the parameters set out in Annex A, the Railway Undertaking shall accept it.

(3) The Railway Undertaking 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 Allocation Body 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 the plan for limiting the operation of the Relevant Track. If the limitation is not included in the Network Statement, the Allocation Body is obliged to notify the Railway Undertaking in writing of the reasons for such limitation without undue delay, in any case not later than 30 days prior to the implementation of the limitation, otherwise it will be liable for any damage caused thereby, unless its 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 railway undertaking for a

train or shunting block with a better order of precedence in the relevant Network Statement, the Allocation Body will offer, if possible, on already allocated parts of the capacity of the Relevant Track, to the Railway Undertaking an alternative capacity that is as close as possible to the Railway Undertaking's requirements, which the Railway Undertaking 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 Railway Undertaking 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 Railway Undertaking 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 Allocation Body of that other track, and, after each of them, the Office, decides on the Railway Undertaking'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 Railway Undertaking 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 Railway Undertaking undertakes to pay the Allocation Body 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 Railway Undertaking on the basis of invoices issued by the Allocation Body 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 working timetable.

(3) The invoice must comply with the requirements for a tax document laid down in the generally binding legal regulations, otherwise the Railway Undertaking is entitled to refuse the payment and return the invoice to the Allocation Body 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 Track.

Article VI.
Contractual penalties

(1) The Railway Undertaking is obliged to pay the Allocation Body a contractual penalty of 100% of the cost of using the Track in the scope of the respective capacity part according to Annex A for the period of validity of the relevant working timetable, if the Railway Undertaking

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

(2) If the Railway Undertaking's breach of the contractual obligation under paragraph 1 causes prejudice to the Allocation Body, the Railway Undertaking is obliged to compensate it in the amount by which it exceeds the contractual penalty.

(3) If the Allocation Body does not assign to the Railway Undertaking a part of the capacity according to this Agreement which the Railway Undertaking has requested duly and in a timely manner, or its use is prevented or limited by the Allocation Body without being entitled to do so, it shall pay to the Railway Undertaking a contractual penalty of CZK 1,000 per capacity for each part of the capacity which the Railway Undertaking could not properly use. At the same time, the Allocation Body shall indemnify the Railway Undertaking 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 Railway Undertaking has been denied access to a service facility that connects the Relevant Track with another track and/or to the extent that the Railway Undertaking has been denied or limited the right to use that other track, the Allocation Body is entitled, without being subject to liability for breach of contract or for damage, not to allocate the capacity according to Annex A, to withdraw it or to restrict its use, and to allow another railway undertaking to use the Relevant Track to that extent. It shall inform the railway undertakings concerned accordingly in writing without undue delay.

(3) By the earliest possible deadline for filing a (late) application for capacity according to the Network Statement after the reasons for which the Allocation Body exercised its right according to paragraph 2 cease to exist, the Allocation Body is obliged to offer the Railway Undertaking the capacity in accordance with Annex A.

(4) The Parties shall amend this Agreement by an addendum in accordance with its Article IX if, during its term, an effective change of the generally binding legal regulations or of the decision-making practice of public authorities occurs, unless such a change in the regulations or in the decision-making practice results in circumstances so serious that it would not be fair to require an amendment to the Agreement from one or both of the Parties.

(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 expires upon the lapse of the period for which it was concluded or, as the case may be, extended in accordance with Article XI thereof.

(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 undue delay after its material breach, within the meaning of Section 2002 of Act No. 89/2012 Coll., the Civil Code, as amended, by the other Party.

(4) A Party may also withdraw from this Agreement if it does so without undue delay because the other Party has, for more than 3 months and without just cause, opposed a proposed amendment to the Agreement under Article VII(1) or (4).

(5) The Allocation Body is also entitled to withdraw from this Agreement if it does so without undue delay because the Railway Undertaking has assigned the rights under this Agreement without the Allocation Body's consent, or has assigned the capacity allocated under Annex A, even if only partially, to another railway undertaking.

(6) The Allocation Body is also entitled to withdraw from this Agreement if the Railway Undertaking, despite the Allocation Body's prior written reminder, fails to pay, albeit only partially, the price invoiced in accordance with Article V. The exercise of the right under the preceding sentence does not affect the Railway Undertaking's obligation to pay default interest on the payment in accordance with the generally binding legal regulations.

(7) The notice of withdrawal from the Framework Agreement must be communicated to the other Party without undue delay and in writing, 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, must contain both reasons for the notice according to the preceding sentence and must be delivered to the other Party not later than 30 days before the date on which railway undertakings may first apply for capacity allocation on the Relevant Track for the period of validity of the new working timetable, 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 validity of the working timetable 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 Railway Undertaking 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 Allocation Body under this Agreement shall pass to its legal successor regardless of whether the succession is established as a result of the dissolution of the Allocation Body, of a decision of the Infrastructure Manager or of a decision of a public authority.

(3) The rights and obligations under this Agreement may be transferred by the Railway Undertaking to another railway undertaking only with the prior written consent of the Allocation Body.

(4) Other rights and obligations of the Parties not mentioned in this Framework Agreement, in particular those under the ZoD and under 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 immediately inform the other Party of the entire content of the request, notify it of the intended manner of deciding on the request and invite the other Party to comment on the request for information within a reasonable time. The other Party is obliged to comment on such a request equally without delay, so that the request for information can be dealt with by the Party concerned within the prescribed or statutory time limits. The Party shall also inform the other Party of the manner in which the request has been dealt with without delay. In cases where the procedure for making available or providing information, or for dealing with a request for information, is governed by a generally binding legal regulation regulating proceedings before a public authority, one Party shall enable the other Party to defend its rights to the maximum extent, including possible participation in such proceedings. If such participation of one Party is not possible, the other Party shall take all steps to protect that Party's rights in its interest and in agreement with it.

(4) In particular, the information provided for in Article I and in Annex A shall be considered 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 becomes valid and effective when signed by both Parties. The capacity under this Agreement shall be allocated for the first time on the earliest regular date for the allocation of capacity for the change of the annual working timetable after the Agreement takes effect.

(2) After the expiry of the five-year period referred to in paragraph 1, the validity of this Framework Agreement shall be immediately and automatically extended by a further 5 years, unless circumstances so serious arise and are notified during the period referred to in paragraph 1 that it would not be fair to require the extension of the Agreement from either Party. Where the circumstances referred to in the preceding

sentence exist, the Party concerned shall notify the other Party of their existence in writing, expressly stating that for those reasons it does not agree with the extension of the Framework Agreement. That notification must be delivered to the other Party not later than the 30th day immediately preceding the first day on which railway undertakings may apply for the capacity of the Relevant Track for the working timetable period whose validity begins in the fifth and ends in the sixth year after the conclusion of this Framework Agreement. If the notification under this paragraph is delivered late, but before the end of the validity of the working timetable referred to in the preceding sentence, the Allocation Body is liable as if it had breached Article II and the Railway Undertaking as if it had breached Article III of this Agreement for the period of validity of that working timetable, and this Agreement shall terminate on the last day of the validity of that working timetable. In the event of a longer delay in delivering the notification under this paragraph, the Framework Agreement shall be automatically extended in accordance with the first sentence.

(3) Annex A, “Characteristics and scope of capacity required by the Railway Undertaking and offered to it by the Allocation Body”, forms an integral part of this Agreement.

(4) This Framework Agreement has been drawn up in four counterparts, of which each Party shall receive two.

(5) The Parties declare that they have acquainted themselves with the content of this Framework Agreement prior to its conclusion, that they consider it sufficiently definite and comprehensible, and that, being aware of the rights and obligations which arise or may arise for them from the conclusion of this Agreement, they express their consent to it by the signatures appended below.

In Prague, on	In ……., on .....
For the Allocation Body:	For the Railway Undertaking:
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 Railway Undertaking and offered to it by the Allocation Body

Traction vehicle (class)	Carriage set (number and type of vehicles other than traction vehicles)	Overall weight of the train / shunting block (t)	Overall length of the train / shunting block (m)	Required speed for the construction of the train path (km/h)	Line category / axle load (t)	Actual braking percentage	Train category according to the priority rules in the relevant Network Statement	Periodicity	Calendar (required days during the validity of the timetable)	Time frame of the departure of the train / shunting block from the starting point (± min.)	Required section of the Relevant Track	Standard running time (± min.)

Annex no. 6

Terms and conditions for the provision of services through service facilities available from the designated track, the cost of providing these services and the price for the railway infrastructure capacity allocation and the 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 provide the connection of service facilities to the railway to which this Network Statement applies is published on the website of their operator, Správa železnic (https://provoz.spravazeleznic.cz/Portal/).

(2) The terms and conditions for the provision of services through the service facilities referred to in paragraph 1 are published on the website of their operator (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.

Issue of a pass for entry into the restricted area..... CZK 300/piece

Loss of a pass for entry into the restricted area..... CZK 500/piece

Route knowledge and familiarisation with local conditions in the ČD area ..... CZK 600/hour/person

All prices are exclusive of 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 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
Company Registration Number: 14707659
VAT Tax Identification Number: CZ14707659
Bank details: Fio banka, a.s.,
Account number: 2300893970/2010
Registered: in the Commercial Register administered by the Municipal Court in Prague, Section C, File 209637
(hereinafter referred to as “the Allocation Body”)

and

……
Registered office:
Represented by:
Company Registration Number:
VAT Tax Identification Number:
bank details:
registered:
(hereinafter referred to as “the Applicant”)

conclude 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 Allocation Body (hereinafter referred to as "the Network Statement").

(3) The Allocation Body declares that it is an independent Allocation Body 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 Allocation Body.

Article 2

Invoicing terms and invoicing information

(1) The tax document issued by the Allocation Body (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 he 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 railway infrastructure capacity, VAT, and the total price including VAT.

(2) The cost of capacity allocation shall be determined in the manner described in

(3) The infrastructure capacity allocation cost shall be invoiced by the Allocation Body 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 Allocation Body provided to the Applicant the services under this Agreement. The payment is deemed to have been made when the funds were credited to the Allocation Body'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 Allocation Body with the reason for the refusal. The Allocation Body 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 Allocation Body 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 Allocation Body 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 written agreement of the Parties,

b) by written notice of termination given by either Party. The notice period is 3 months and begins to run on the first day of the calendar month following the delivery of the notice to the other Party.

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

In Prague, on	In ……, on .....
For the Allocation Body:	For the Applicant:
……	……
Ing. Bc. Zdeněk Michl Executive Officer	

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 Manager number: …/202…
Railway Undertaking number: ……

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

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

and

…….. with its registered office at ……., ……., postcode …….
Registered in the Commercial Register kept by the …… Court in ……, Section ..., File ……..
Company Registration Number: …… VAT Tax Identification Number: CZ……
Bank details: …….. account no.: ……..
Represented by: ……, ……
(hereinafter referred to as “the Railway Undertaking”)

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 Manager.

(2) The Infrastructure Manager undertakes by the present Agreement, under the conditions specified below or specified in the relevant Network Statement, to allow the Railway

Undertaking 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 Railway Undertaking by the Infrastructure Manager and the operator of service facilities, wherefore the Railway Undertaking 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 Manager.

(3) The Railway Undertaking 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 Manager declares that it operates the national railway on the basis of a valid and effective official licence and of a valid and effective Infrastructure Manager's certificate, both issued by the railway administration authority.

(2) The Railway Undertaking declares that it operates rail transport on the national railway on the basis of a valid and effective licence for the operation of rail transport and of a valid and effective railway undertaking's certificate, both issued by the competent railway administration authority or by the European Union Agency for Railways.

(3) Each Party declares that all the legal acts granted to it which are referred to in this Article are valid and effective and that their content complies with the purpose of the present Agreement. Each Party shall at any time, upon request, prove this fact to the other Party by submitting the relevant legal act. The Parties are obliged to inform each other without delay of all relevant changes to, or administrative decisions concerning, those legal acts.

Article 3

Timetable and journey planning

(1) The use of the national railway by the railway undertaking's rolling stock 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 Railway Undertaking is obliged to agree upon, in advance with the Infrastructure Manager, the transport of an extraordinary consignment and the terms and conditions of such transport during the shunting block movement.

(4) Journeys implemented in the form of a shunting operation are arranged for by the Railway Undertaking at the locally competent railway working point of the Infrastructure Manager 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 Manager which physically serves specific tracks of the national railway owned by the Infrastructure Manager, or which operates in this locality within the meaning of possible provision of services requested by the Railway Undertaking.

Article 4

Restrictions on the operation of the rail system

(1) In accordance with the relevant Network Statement, the Infrastructure Manager 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 Manager undertakes to provide at least 60 calendar days' notice on the data portal https://www.ceskedrahy.cz/pro-partnery/provozovani-drahy to inform the Railway Undertaking about planned restrictions on the operation of the railway on sections of the national railway owned by the Infrastructure Manager, unless the local and temporal restriction of the operation of the railway results from the relevant Network Statement.

(2) The Infrastructure Manager shall notify the Railway Undertaking of an extraordinary interruption of operation affecting the Railway Undertaking's journey on sections under the present Agreement, which are owned by the Infrastructure Manager, 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 Railway Undertaking's journey, the Infrastructure Manager 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 Railway Undertaking undertakes:

a) to comply with the internal regulations of the Infrastructure Manager listed 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, the connection operating rules and other operating documents governing operation on the national railway owned by the Infrastructure Manager.

(2) In relation to the transported goods, the Railway Undertaking undertakes to respect, in addition to the generally binding legal regulations and the relevant international treaties on the protection of life, health and the environment, also the Regulations concerning the International Carriage of Dangerous Goods by Rail (RID – Appendix C to the COTIF Convention).

(3) The Railway Undertaking is responsible for the correct loading of the goods transported. The Infrastructure Manager is not obliged to check the correctness of loading. However, if it finds defects in the loading, it is entitled to prevent the use of the railway by a vehicle carrying an incorrectly loaded consignment.

(4) The Infrastructure Manager is obliged to provide the Railway Undertaking with data access to:

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

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

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, state-owned organisation, as the operator of the national and regional railways owned by the Czech Republic, or on the data portal https://www.ceskedrahy.cz/pro-partnery/provozovani-drahy, the Infrastructure Manager's obligation under paragraph 4 of this Article is deemed to have been fulfilled in respect of those documents.

(6) The Railway Undertaking 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 Manager provides the documents referred to in paragraph 4 of this Article to the Railway Undertaking at the latter's request, either in paper form or on electronic media, the Railway Undertaking is obliged to pay the Infrastructure Manager the price for these documents specified in the network statement.

Article 6

Railway Undertaking

The Railway Undertaking 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 Railway Undertaking's employees shall be carried out, if requested by the Railway Undertaking, by the Infrastructure Manager 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 Manager'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 Manager may suspend further activities of the Railway Undertaking's employees or further operations for the necessary period of time. The Infrastructure Manager shall immediately inform the Railway Undertaking 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 Manager to control the Railway Undertaking'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 Manager, suspicion of working under the influence of alcohol or other intoxicants, invalidity of the driver's certificate or driver's licence). The Infrastructure Manager shall immediately inform the Railway Undertaking of this procedure.

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

Article 7

Railway vehicles

(1) The Infrastructure Manager 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 Railway Undertaking 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 Railway Undertaking.

(3) The Railway Undertaking 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 Z11 regulation is given in the network statement of the Infrastructure Manager.

(5) The Railway Undertaking 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 of the vehicle,

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 Railway Undertaking to the Infrastructure Manager.

(6) When using steam locomotives, the Railway Undertaking 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 Railway Undertaking shall avoid all negative impacts on the environment, while respecting generally binding legal regulations.

Article 8

Incidents and accidents at work

(1) The Railway Undertaking shall immediately report the occurrence of the following events to the designated reporting point of the Infrastructure Manager 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 of rail transport pursuant to Act No. 262/2006 Coll., the Labour Code, as amended, and Government Regulation No. 201/2010 Coll., on the manner of recording accidents and of reporting and sending accident records, as amended by 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 accidents at work;

The reporting point of the Infrastructure Manager is provided for in the relevant network statement. In the event of an incident in rail transport, the Parties shall proceed in accordance with Decree No. 376/2006 Coll., on ensuring the safety of the operation of railways and of rail transport and on procedures in the event of incidents on railways, as amended. Similarly, the Infrastructure Manager shall report the occurrence of an incident in which the Railway Undertaking was involved to the Railway Undertaking's reporting point ……

(2) The Infrastructure Manager manages the recovery of the consequences of the incident. At its request, the Railway Undertaking 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 Railway Undertaking, the Railway Undertaking, in cooperation with the Infrastructure Manager, shall immediately take remedial measures to eliminate the consequences of the accident. If this is not possible for the Railway Undertaking or for serious reasons, the remedial measures shall be carried out by the Infrastructure Manager at the Railway Undertaking's expense.

(3) The authorised person of the Infrastructure Manager 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 Railway Undertaking.

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

(5) Nothing in the present Agreement shall be construed as creating any punitive rights of the Railway Undertaking to compensation against the Infrastructure Manager for any penalties imposed on the Railway Undertaking 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 Railway Undertaking by the Allocation Body and it will be used by the Railway Undertaking at all times in relation to performance under the Agreement.

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

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

Article 10

Rail system usage price and capacity allocation fee

(1) The price for the use of the rail system by the Railway Undertaking 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 Railway Undertaking is obliged to

apply to the independent Allocation Body 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

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

(2) For disruptions in the operation of rail transport caused by the Infrastructure Manager, the Railway Undertaking 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 Railway Undertaking on the form in Annex no. 2 and forwarded to the Infrastructure Manager at monthly intervals.

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

(3) The overview of disruptions to rail transport operations drawn up by the Railway Undertaking is subject to approval by the Infrastructure Manager, 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 Manager and the Railway Undertaking 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 Manager: provided for in the relevant network statement.

for the Railway Undertaking: …….

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 Manager, the Railway Undertaking or third parties. The Parties shall provide each other with the necessary cooperation.

(2) The Railway Undertaking shall be liable for damages incurred by the Infrastructure Manager 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 block of the Railway Undertaking.

(3) The Infrastructure Manager shall be liable for damages incurred by the Railway Undertaking 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 Railway Undertaking 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 Railway Undertaking shall, prior to signing the present Agreement and at any time thereafter during the period of operation of the railway service, provide the Infrastructure Manager with an insurance certificate to verify the duration of the liability insurance. If the Railway Undertaking fails to fulfil these obligations even after repeated request, the Infrastructure Manager 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 agreement;

b) by written notice of termination given by either Party, even without stating a reason. The notice period is 3 months, unless the network statement provides otherwise, and begins to run on the first day of the calendar month following the delivery of the notice to the other Party;

c) by withdrawal from the Agreement in accordance with the conditions agreed in the Agreement. The Agreement terminates on the day on which the notice of withdrawal is delivered to the Railway Undertaking.

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

a) the expiry of the official licence under Article 2 of the present Agreement,

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

c) the withdrawal or expiry of the Infrastructure Manager’s certificate under Article 2 of the present Agreement,

d) the withdrawal or expiry of the Railway Undertaking’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 Railway Undertaking declares that:

a) it is not a person subject to the international sanctions referred to in Section 2 of Act No. 69/2006 Coll., on the implementation of international sanctions, as amended (a "sanctioned person"), and that no sanctioned person appears, either formally or de facto, in the ownership or management structure of the Railway Undertaking, is its beneficial owner, gives any instructions to the Railway Undertaking, represents, influences or controls the Railway Undertaking, or participates in any other form, whether concealed or overt, in its operation;

b) it is not aware of any funds or economic resources being made available, directly or indirectly, to a sanctioned person in connection with the present Agreement, or of a sanctioned person being able to derive any benefit from them;

and in the event that any of the above declarations is breached at any time in the future, the Railway Undertaking is obliged to notify the Infrastructure Manager thereof without undue delay. A breach of the declarations or obligations under this Article is also regarded as a material breach of the Agreement and entitles the Infrastructure Manager 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 Manager 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 email 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 Railway Undertaking 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 Railway Undertaking.

(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 Railway Undertaking ..., mail: ...

for the national Infrastructure Manager ..., mail: ...

A Party which breaches the obligation under this paragraph is liable to the other Party and to third parties for the prejudice and damage thereby caused.

(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 Manager, 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 Manager 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 Railway Undertaking undertakes to familiarise itself with the risks and measures listed in the "JPS Risks – Rail Transport" file on the Infrastructure Manager's website https://www.ceskedrahy.cz/pro-partnery/provozovani-drahy and to take them into account in its activities under the present Agreement. The Railway Undertaking undertakes to deliver the list of its risks and measures to the e-mail of the Infrastructure Manager referred to in paragraph 8 no later than 30 days after the conclusion of the present Agreement. The Railway Undertaking undertakes to deliver the update of the list of risks referred to in the previous sentence to the same e-mail of the Infrastructure Manager 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 Manager 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) In accordance with Section 22(2)(f) and Section 35(2)(f) of the Rail Systems Act, the Parties undertake to comply with the established rail transport safety management systems, not to endanger by their activities the safe operation of the railway or of rail transport and, where risks arising from the operation of the railway or of rail transport are identified, to adopt such measures as will lead to their elimination and prevention, all in mutual cooperation.

(17) In the event that any of the provisions of the Agreement proves to be invalid, contrary to law or unenforceable, for whatever reason, the Parties shall replace such a provision with a new one which is valid, lawful and enforceable and which resembles as closely as possible, in its content, i.e. in its economic purpose and legal consequences, the provision being replaced. The same applies if the Agreement were to prove invalid for whatever reason; in that case this severability clause constitutes a separate agreement whose validity and effectiveness is in no way affected by the validity, invalidity or effectiveness of the Agreement as a whole or of its individual provisions. The invalidity, unlawfulness or unenforceability of any of the provisions of the Agreement does not affect the validity, the compliance with generally binding legal regulations or the enforceability of the remaining provisions of the Agreement.

(18) In the event of a conflict between any provision of the present Agreement and the relevant network statement, the wording of the network statement prevails.

(19) The Agreement comes into force and takes effect on the date of its signature by the last Party.

(20) In the case of conclusion of the Agreement in paper form, the Agreement is drawn up in 2 counterparts, each with the validity of an original, of which 1 is received by the Infrastructure Manager and 1 by the Railway Undertaking.

(21) The Parties declare that the present Agreement is concluded in the ordinary course of their business and that the present Agreement is therefore not subject to the obligation of publication through the register of contracts under Section 3(2)(q) of Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, on the publication of those contracts and on the register of contracts (the Register of Contracts Act), as amended. Neither Party shall publish the present Agreement, including its annexes and any addenda, under the Register of Contracts Act. With reference to this declaration, the Parties undertake not to publish the present Agreement, including its subsequent addenda, through the register of contracts and not to seek a determination that the present Agreement is invalid on the ground of its non-publication.

(22) The Parties undertake to ensure the protection of the personal data which they will process under and/or in connection with the present Agreement. When processing personal data, the Parties are obliged in particular to ensure that the personal data are processed lawfully, only to the extent necessary and for the period strictly necessary, and that the personal data are secured technically and organisationally so as to prevent unauthorised or accidental access to those data, their alteration, destruction or loss, unauthorised transfers, any other unauthorised processing or any other misuse. The Parties are further obliged to ensure that all obligations arising from legal regulations, in particular from 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 secured in terms of staff and organisation continuously throughout the processing of personal data. The Parties have further agreed that each of them has the position of a controller of personal data in relation to the personal data processed in connection with the performance of the present Agreement. Each Party also undertakes to communicate to the other Party, even beyond the generally binding legal regulations governing the protection of personal data, all facts which may affect the protection of personal data or the related rights and legitimate interests of data subjects, as well as all facts concerning the procedure of public authorities in relation to the personal data processed under the present Agreement.

(23) If the Railway Undertaking so requests, the Agreement may be executed in electronic form, signed by electronic signatures of both 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, as regards trust services, and with Act No.

297/2016 Coll., on trust services for electronic transactions, as amended. In such circumstances each Party receives an electronic original of the Agreement bearing the signatures of both Parties under this paragraph. An Agreement concluded in the form and manner under this paragraph is sent to the Railway Undertaking for signature via a data box, and any addenda thereto may be concluded and sent to the Railway Undertaking for signature only in the form and manner under this paragraph.

(24) In the event that the Railway Undertaking requests the Agreement to be executed in paper form, or does not express its position, the Agreement is executed in paper form and signed by hand, and is sent to the Railway Undertaking for signature using the conventional services of the holder of the postal licence. Even in the case of an Agreement concluded in paper form, the Railway Undertaking is entitled to request that an addendum thereto be concluded, or delivered, in the form and manner under paragraph 23, and that form and manner of delivery can no longer be changed for any of the subsequent addenda.

In Prague, on ……	In ……, on ……
For the Infrastructure Manager:	For the Railway Undertaking:
.....	.....
……...	……...
……...	……

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 Manager

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

Regulations of České dráhy, a.s.,

Regulations of Správa železnic, state-owned organisation; Správa železnic, state-owned organisation, has granted České dráhy, a.s. its written consent to use the regulations of Správa železnic, state-owned organisation, as the internal regulations of the Infrastructure Manager on all railways which are and will be operated by the operator České dráhy, a.s. – the operator will submit this consent at the Railway Undertaking's request.

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

SŽ D1	Traffic and signalling regulations
SŽ D31	Extraordinary 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 of warning devices for track crossing
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. 2 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 Manager's no. ……., Railway Undertaking's no. …… for the month …. 20..

<table>
<tr><td colspan="4">Statement of the occurrence, causes and duration of disruption of rail transport operation according to Sections 4 and 5 of Decree No. 76/2017 Coll.</td></tr>
<tr><td colspan="2">Event registration number:</td><td colspan="2"></td></tr>
<tr><td colspan="2">Railway Undertaking / Infrastructure Manager*) (identification data):</td><td colspan="2"></td></tr>
<tr><td colspan="2">Railway section where the disruption occurred:</td><td colspan="2"></td></tr>
<tr><td colspan="2">Date and time of the occurrence of the disruption:</td><td colspan="2"></td></tr>
<tr><td colspan="2">Date and time of the removal of the disruption:</td><td colspan="2"></td></tr>
<tr><td colspan="2">Total duration of the disruption:</td><td colspan="2"></td></tr>
<tr><td colspan="2">Number of the affected trains and their designations:</td><td colspan="2"></td></tr>
<tr><td colspan="2">Cause of the disruption:</td><td colspan="2"></td></tr>
<tr><td colspan="2">Event description:</td><td colspan="2"></td></tr>
<tr><td colspan="2">Extent of disruption transferred to other Railway Undertakings</td><td colspan="2"></td></tr>
<tr><td colspan="2">Measures to limit the amount of damage:</td><td colspan="2"></td></tr>
<tr><td>Total delay:</td><td></td><td colspan="2">Sanctions: YES ☐ NO ☐</td></tr>
<tr><td colspan="2">for the Railway Undertaking / Infrastructure Manager*) prepared by:</td><td colspan="2">for the Infrastructure Manager / Railway Undertaking*) approved by:</td></tr>
</table>

first name and surname date:	first name and surname date:

* Delete which is not applicable