



University  
of Pardubice  
Faculty of Transport  
Engineering



**České dráhy**

**Národní doprava**

Ref. No. sddf/0058/8 (DFJP)

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**UNIVERSITY OF PARDUBICE  
FACULTY OF TRANSPORT ENGINEERING  
AND  
ČESKÉ DRÁHY, A.S.**

issue this

**Statement on the National Railway and Publicly Accessible  
Sidings Operated by České dráhy, a.s.**

**(Railway Timetable 2019/2020)**

Effective date: 9.12.2018



*Article 1*  
**Introductory provisions**

(1) This Statement on the national railway and publicly accessible sidings operated by České dráhy, a.s. (“Statement”) sets out the principles and procedures which are followed in the pricing and billing for the use of the railways and the allocation of capacity of their railway infrastructure. This Statement is issued in order to establish the 2019/2020 railway timetable with effective date 9.12.2018.

(2) České dráhy, a.s. (“ČD” or “Infrastructure Operator”) operates the national railway under an official licence for the operation of the national railway issued under reference number ÚP/2008/9004.

(3) This Statement applies to the national railway lines between the stations Praha Vršovice marshalling yard (Departure Section) and Prague South, and the area of the Bohumín railway station, Děčín central station, Praha South, Tábor, and a publicly accessible siding referred to in Annex No. 3.

(4) Since ČD as operator of the national railway and publicly accessible sidings according to paragraph 3 of this Statement pursues as its main activity rail passenger transport, it carries out activities for them related to the acceptance of rules for the calculation of the prices for the use of the railway, the prices for allocations of rail capacity to University of Pardubice, Faculty of Transport Engineering, company registration number 00216275, with its registered office at Studentská 95, 532 10 Pardubice (“Infrastructure Manager”). The Infrastructure Manager’s data box has the identifier f5vj9hu. The Infrastructure Manager carrying out this activity for ČD does so with impartiality. This Statement was drafted by the Railway Operator with the exception of Articles 5, 6, 7, 8, 10, 12, and Annexes 4, 5, and 9, which were drafted by the Infrastructure Manager.

(5) The Infrastructure Manager publishes this Statement in conformity with the Railways Act on the website [pridelce.upce.cz](http://pridelce.upce.cz). This Statement is provided to carriers without payment and is accessible on the website [pridelce.upce.cz](http://pridelce.upce.cz) and can be obtained on request by electronic mail sent to the e-mail address [pridelce@upce.cz](mailto:pridelce@upce.cz).

(6) 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 Statement must be kept up to date and amended as necessary. Therefore, the

Infrastructure Manager reserves the right to modify this Statement and to publish it on the website [pridelce.upce.cz](http://pridelce.upce.cz).

(7) The operator of the railway to which this Statement applies is obliged to ensure that in the event of a change in the person of the Infrastructure Manager or the Infrastructure Operator the Infrastructure Manager's rights and obligations arising from the framework agreement according to Annex No. 5, if one has been concluded, are transferred to a new Infrastructure Manager unless this 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 Railways Act and its implementing regulations.

(2) The basic internal regulations of the national railway operator and regional railways determining the rules for organising and supporting the operations consist of:

- a) Regulations of ČD,
- b) Regulations of SŽDC, s.o.; SŽDC, s.o. has granted its consent in writing to use the regulations as the railway operator's internal regulations.

#### *Article 3*

### **Track categories, their local categories, their location, and their operating and technical data**

(1) This Statement is issued for the national railway operated by ČD. This railway is divided into two categories as specified in paragraphs 2 and 3.

(2) Technical characteristics of the national railway Praha Vršovice marshalling yard (Departure Section) – Praha South. The use of this line is organised as trains running or shunting between infrastructures.

Line	Single-track
Braking distance	700 m
Line safety equipment	Line consent AŽD 71
Maximum length of passenger transport train	80 axles

Maximum length of freight transport train	400 m/80 axles
Operation	Bi-directional
Rail gauge	1,435 mm
Traction system	3 kV DC
Line radio system	SRD Tesla – channel group 65, 63
Line length	950 m
Length for billing purposes	1 km
Terminated in railway owned by the Czech Republic and operated by SŽDC, s.o.	km 0,852 and km 4,141
Line speed	60 km·h <sup>-1</sup>

(3) Since these parts of the national railway are part of the inner circumference of railway stations, they are regarded for the calculation of the prices for using the railway according to Annex 4, Article II (4), as a siding. Their operation is organised exclusively in the form of shunting and no timetable is established.

Bohumín	
Traction system	3 kV DC
Safety equipment	el. mech. owned by SŽDC
Maximum permitted speed	5 kph
Shunting part length standard	180 m
Gradient characteristics	0‰
Other technical specifications of line	Driving to turntable maximum speed 3 km·h <sup>-1</sup>
Line length	14,485 m
Terminated in railway owned by the Czech Republic and operated by SŽDC, s.o.	Shunting yard ČD, a.s. – Bohumín (1) - (OHV+OPJ+STP) terminated in national railway Mosty u Jablunkov state border - Bohumín at Bohumín railway station from Line No. 6 at end of switch No. 17 at km 276,413 and terminated in Line No.2a with end of No. 8 at km 276,723. Line OPJ No. 726 is at km 276,725 terminates with switch No. U1 in “Siding – Bohumín scrapyard”. Shunting yard ČD, a.s. – Bohumín (2) - (THÚ) terminates in national railway Mosty u Jablunkov border - Bohumín at Bohumín railway station with end of switch No. 327 at km 275,874 and terminates in Line No. 335a with beginning of switch No. 302 at km 276,666. It is further terminated with beginning of switch No. 318 at km 275,920, end of switch No. 308 at km 276,542 in Line No.27a, end of switch No. 307 at km 276,542, beginning of switch No. 310 at km 276,425 and end of switch No. 310 at km 276,395 in Line No. 351 and end of switch No. 313 at km 276,069. Shunting yard ČD, a.s. – Bohumín (3) – shunting Lines is terminated in national railway Mosty u Jablunkova border –

	Bohumín at Bohumín railway station No. 25a and end of switch No. 214 at km 276,986 and is terminated in Line No. 203a with end of switch No. 201 at km 277,785. It is terminated in track No. 205a with end of switch No. 212 at km 277,068. Another termination is with end of switch No. 204 at km 277,687 and of switch No. 211 at km 277,098 in shunting line No. 211 owned by ČD, a.s. and managed by RSM Olomouc.
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České Budějovice	
Traction system	25kV 50Hz AC
Safety equipment	Hand-built locally
Highest permitted speed	5 km·h <sup>-1</sup>
Shunting part length standard	150 m
Gradient characteristics	max. 2‰
Other technical specifications of line	Access through siding ČD Cargo
Line length	2 910 m
Terminated in railway owned by the Czech Republic and operated by SŽDC, s.o. and SOKV siding	Shunting yard ČD, a.s. - České Budějovice (2) starts with switch No. 347 at kilometre 119,104, terminated in railway – "SOKV siding České Budějovice" (in switch No. 345 owned by ČD Cargo). With switch No. 350 at km 119,188 it is terminated in national railway České Budějovice - Benešov u Prahy at České Budějovice railways station. It terminates with switches No. 329 at km 118,734, No. 332 at km 118,777, No. 333 at km 118,802 and No. 335 at km 118, 829 in siding "SOKV České Budějovice". It is terminated with switches No. 212 at km 118,709, and No. 232 at km 119,083, which are terminated in national railway České Budějovice - Benešov u Prahy.

Děčín	
Traction system	3 kV DC
Safety system	ČD, a. s. none + SŽDC
Maximum permitted speed	5 km·h <sup>-1</sup>
Shunting part length standard	220 m
Gradient characteristics	max. 5‰
Other technical specifications of line	
Line length	4,515 m
Terminated in railway owned by the Czech Republic and operated by SŽDC, s.o.	Shunting yard ČD, a.s. – Děčín (3) is terminated in national railway Praha Holešovice Stromovka – Děčín central station with the end of a direct branch of switch No. 40 at km 538,409 and ends with the beginning of switch No. 57 at km 538,710. The shunting yard terminates in national

	railway with the end of branch line of switch No. 46 at km 538,598, the end of direct branch of switch No. 47 at km 538,628, the end of branch line of switch No. 49 at km 538,667, the end of direct line of switch No. 52 at km 538,695, and the end of direct line of switch No. 71 at km 538,872. This shunting yard is terminated with the end of branch line of switch No. 377 at km 539,363, the end of direct line of switch No. 376 at km 539,333, and the end of direct line of switch No. 421 at km 539,393.
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Praha South	
Traction system	3 kV DC
Safety system	RZZ
Maximum permitted speed	20 km·h <sup>-1</sup>
Shunting part length standard	430 m
Gradient characteristics	max. 5‰
Other technical specifications of line	
Line length	42,245 m
Terminated in	Shunting yard ČD, a.s. – Praha South starts with switch No. 1 at km 0,852 at PJ Praha South, which starts from arrival line from Praha -Vršovice station and ends with line starting from the departure part. This line ends before switch No. 456 at km 4,141 at Praha Vršovice marshalling yard

Tábor	
Traction system	25kV 50Hz AC
Safety system	hand-built locally + electro-mechanical
Maximum permitted speed	5 km·h <sup>-1</sup>
Shunting part length standard	60 m
Gradient characteristics	max. 10‰
Other technical specifications of line	
Line length	1,950 m
Terminated in railway owned by the Czech Republic and operated by SŽDC, s.o.	Shunting yard ČD, a.s. - Tábor starts with switch No. 201 at km 81,819, which terminates in national railway České Budějovice - Benešov u Prahy at Tábor railway station and terminated with a buffer stop on track No. 201 at km 58,521.

(4) Concerning publicly accessible sidings to which this Statement applies, specifications of the railway categories, their location and operating and technical characteristics are given in Annex No. 3. An extended list of the parameters and an up-to-date version of Annex No. 3 are available at [www.ceskedrahy.cz/pd](http://www.ceskedrahy.cz/pd).

(5) This Statement applies to parts of the national railway and publicly accessible sidings from sidings in Annex 3, which serve as direct or alternative connection of the service facility on the national or regional track. Other parts of the national railway and sidings are off-limits to the public and access to such parts of the track system cannot be granted. Visual colour marking of those parts of publicly accessible sidings is part of the extended list of parameters and the up-to-date version of Annex No. 3, which are available at [www.ceskedrahy.cz/pd](http://www.ceskedrahy.cz/pd).

#### *Article 4*

### **Rules for accessing the railway and its use**

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

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

(2) The railway administration 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 Article 26 of the Railways Act,
- c) is qualified within the meaning of Article 27 of the Railways Act,
- d) is financially sound within the meaning of Article 28 of the Railways Act,
- 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 resident in the territory of the Czech Republic.

(3) The railway administration 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) According to Article 24a(5) of the Railways Act, 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 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 resident in the territory of the Czech Republic 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 resident in the territory of the Czech Republic authorised to operate national passenger transport on a siding in the Czech Republic, insofar as the capacity for such transport on such a railway is concerned, or
- c) a person resident in an EU Member State 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, or
- d) a person resident in an European Union Member State authorised to operate in a Member State of the European Union freight transport on a siding in the Czech Republic, insofar as the capacity for such transport on such a railway is concerned.

The operation of railway transport on a siding can also be carried out by a holder of a valid license for the operation of rail transport on a national or regional railway. Railway transport on a national or regional railroad may also be done 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 intersecting railways.

(6) The operator of rail transport on a national railway can only accept a carrier if he/it holds at the same time a carrier's certificate, which is issued to him/it for a period of 5 years by the Rail Administrative Authority, if the carrier 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 Railways Act 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. A carrier holding a carrier's certificate issued by another Member State's authority is governed by the Railways Act, Article 34h (5).

(7) An operator of railway transport on a national line or on a siding may only be a carrier if he/it:

- a) has been insured for the duration of the operation of such rail transport with third party liability insurance for the operation of rail transport with a minimum amount of indemnity of at least of at least CZK 50 million, and has paid insurance premiums;
- b) has, to the full extent of rail transport operations, the allocated path capacity,
- 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,
- e) in the case of an emergency shipment, the specific technical and operating conditions allowing such transport have been agreed with the operator.

(8) Further information on the conditions for issuing a license for the operation of rail transport and the conditions for issuing a carrier's certificate can be found on the website of the Railway Authority - <https://www.ducr.cz/cs/potrebuji-si-vyridit/sekce-provozne-technicka/provozovani-drahy-drazni-dopravy>.

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

#### *Article 5*

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

#### *Article 6*

### **Requirements and method of submission of the capacity allocation request**

- (1) An application for capacity allocation should include a clear definition of the required capacity and services, including data on their time utilisation. The application should be accompanied by a valid operating license for rail transport entitling the applicant to operate the required type of rail transport in the time period for which it requests the allocation of the infrastructure capacity. The applicant must prove that he has submitted a Statement pursuant to Article 4(1)b) of this Statement, if the effective text of the Railways Act allows this.
- (2) The applicant is required 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 track capacity,
  - e) the timing of the required train,
  - f) the series of the driving vehicle and the length of the train / shunting part. 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 set of carriages,
  - g) the type and scope of the required services.
- (3) The carrier must deliver to the Infrastructure Manager by the day when it starts to operate railway transport according to the allocated capacity:
  - a) a carrier's certificate valid for the period of time for which the infrastructure capacity is to be allocated in the case of a national railway,
  - b) evidence of the conclusion of an insurance contract against damage caused by the

operation of rail transport in conjunction with the utilisation of the allocated track capacity, including proof of the premium paid.

(4) At the request of the Infrastructure Manager, the applicant must demonstrate he/it satisfies all the conditions required for access to the relevant line and its use according to this Statement and generally binding legal regulations. Requirements for the capacity of the track, the introduction of the carrier train, the movement of the shunting part and the processing of the train timetable are submitted by the applicant electronically through the application in IS PROK available on the website [pridelce.upce.cz](http://pridelce.upce.cz). For a one-off allocation of capacity according to Article 7 (b) through (d), it is recommended to contact the appropriate service facility to verify its free capacity before applying.

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

(6) The applicant will designate persons who will 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.

(7) In the case of a ride for an unplanned repair not covered by Article 3(4) of Decree No. 76/2017 Coll., it is not necessary to submit a request for track capacity.

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

#### *Article 7*

#### **Rules for allocating and removing track capacity, including capacity allocation in an emergency**

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

(2) In sections of the line to which this Statement applies which intersect other lines the Infrastructure Manager is the Infrastructure on the other line.

(3) The allocation of capacity involves four main processes. At the same time, the Infrastructure Manager allows applicants to submit an application in a format defined by the Infrastructure Manager. The exact procedure for using this option is available on the Infrastructure Manager's website [pridelce.upce.cz](http://pridelce.upce.cz).

a) **long-term allocation**, which is taken into account in the establishment of the annual timetable and in the implementation of its planned changes. This includes regular requests and late requests for capacity. The deadline for submitting applications for the annual timetable is 30.9.2019. The deadline for late requests is 31.10.2019. The deadlines for changing the timetable are the same as the Statement on the national and regional railway issued by SŽDC ("SŽDC Statement"). Aids for the use of the timetable are provided by the railway operator at the request of a carrier, for a fee. The cost of the delivery of the aids is agreed by the operator with the carrier in a contract for the operation of railway transport. The deadlines for submitting such applications are set in Article 34a of the Railways Act. The application is filed in IS PROK available on the website [pridelce.upce.cz](http://pridelce.upce.cz) or at [www.ceskedrahy.cz/pd](http://www.ceskedrahy.cz/pd). The carrier has the option of including multiple trains or shunting parts in one application for a specific location (part of the national railway or siding),

b) **one-off allocation** (ad hoc), which operates with spare capacity remaining after the establishment of the annual timetable and after each of its planned changes. An ad hoc application should be submitted not later than 5 calendar days before the scheduled capacity allocation date, electronically in the IS PROK available on the Infrastructure Manager's website [pridelce.upce.cz](http://pridelce.upce.cz). The period of validity of all types of ad hoc applications is always set at the latest before the nearest change in the annual timetable,

c) **urgent ad hoc** - if an applicant for capacity allocation intends to submit an application less than 5 calendar days, but more than 24 hours before the date of the required use of the track, it is possible to choose the option 'urgent ad hoc' in the IS PROK available at [pridelce.upce.cz](http://pridelce.upce.cz). In the case of an urgent ad hoc request, it is advisable to check in advance whether the relevant service facility has free capacity (service volume, time frame)

d) in the event of an unforeseeable event which the applicant could not have foreseen even within the time limit referred to in paragraph (c) and which originated independently of the applicant's will, an allocation of capacity may be requested in the IS PROK by

means of a super-urgent ad hoc application. Also, in this case, Infrastructure Manager recommends that the applicant determine whether the service facility has free capacity (service volume, time frame) before applying. This form of application is charged for as in accordance with subparagraph (c).

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

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

If, even after the coordination of the capacity requests in accordance with Article 34a (4) and (5) of the Railways Act, it is not possible to satisfy the requests for free capacity, the Infrastructure Manager will declare the relevant railway or a part thereof overloaded. The Infrastructure Manager will announce this fact to the railway operator and will post it on the website [www.ceskedrahy.cz/pd](http://www.ceskedrahy.cz/pd), and, at the same time, analyse the causes of the depletion of the railway capacity. Within 6 months from the date of the track capacity analysis, the railway operator will draw up a plan to mitigate or eliminate the congestion.

(5) The allotted capacity may be used only by the applicant for which the capacity has been allocated and the licensee who has made the Statement pursuant to Article 4(1)(b). If the license holder cannot use the allocated track capacity or intends to limit the scope or frequency of train movements on certain days or in a certain period, he/it

has the option to surrender the allocated capacity to the Infrastructure Manager not later than 30 days before the scheduled day of the train ride or before using a publicly available siding. If the applicant waives the allocated capacity less than 30 days prior to the planned day of travel outside the periodic change of the timetable specified in the current SŽDC Statement, or the assigned track capacity is forfeited due to the delay of the train using a displacement of more than 1,200 minutes due to the applicant failing to use the assigned track capacity, the applicant is obliged to pay the railway operator a financial penalty in accordance with the draft penalty payment agreement in Annex No. 1. The capacity thus released may be allocated to another applicant.

(6) Without being liable for any damage it may cause, the Infrastructure Manager may remove an assigned path capacity from a carrier if:

- a) it has not been used by the carrier for a period of one month to at least 75%;
- b) the carrier has ceased to fulfil the conditions for access to the track laid down in Article 4 of this Statement,
- c) the carrier uses the track in contradiction with the allocated path capacity,
- d) the track capacity assigned to the carrier has been removed, taken back or limited on an intersecting track (the capacity is removed proportionally in proportion to those measures);
- e) the carrier has been partially or totally refused access to services in a service facility insofar as a siding capacity is concerned, connecting the service facility to a national or regional railway (the capacity is removed in proportion to those measures).

(7) In case of emergencies in railway transport (e.g. a delay, track lockdown, deviation of trains for the non-driveability of track sections, introduction of extra trains), the railway operator will permit the use of the railway in accordance with the order established for the operational control of rail transport in Decree 173/1995 Coll., Railway Traffic Rules, as last amended, and will proceed according to Article 23b(5) of the Railways Act.

(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 regular to late.

(9) An applicant may use an assigned capacity or a publicly accessible siding within a time frame starting not earlier than 3 hours before the arrival time specified in the application and ending not later than 21 hours after the departure date specified in the capacity request.

### *Article 8*

#### **Limitations on capacity allocation**

(1) The Infrastructure Manager may limit the railway capacity allocations in cases where the operation of the track or a part thereof is restricted for the purpose of carrying out maintenance or repairs of the track in consequence of activities threatening the safety or flow of railway transport or because of disruption of the serviceability of a track due to a natural calamity, accident or emergency that limits the safe operation of the railway or railway transport, within the scope of a road-traffic restriction or part thereof approved in the decision of the Office for Access to the Transport Infrastructure (“Office”), unless the limitation period exceeds 24 hours. Data on the time and local extent of the envisaged limitations according to the plan in accordance with this paragraph are given in Annex 8.

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

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

(4) Within each of these categories (Article 7(4)(a) through (i)) priority will be given to operating the transport category covered by a framework agreement in accordance with Annex 5. If such capacity is covered by more than one framework agreement, priority will be given to the carrier which has concluded the framework agreement for a longer period.

(5) According to Article 14 of Commission Implementing Regulation (EU) 2016/545 on procedures and criteria concerning the framework agreement for the allocation of railway infrastructure capacity, framework agreements for the reservation of a railways capacity to which this Statement applies are not offered and concluded. The formal obligation to make the framework agreement a mandatory part of the Statement according to Article 33(3)(m) of the Railways Act is not affected by this.



## *Article 9*

### **Conditions for a review by the Office**

- (1) The Office will decide following a petition filed by an applicant for capacity allocation or ex officio whether any of the parts of a published Statement, the scope of an allocated capacity or the procedure for its allocation does not run contrary to the Railways Act. If a change in a 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 Statement is inconsistent with the Railways Act, plus evidence needed to prove such discrepancy.
- (3) If the Office decides that any of the parts of the Statement runs contrary to the Railways Act, it will set a reasonable time limit in the decision, after which the part cannot be used. The Infrastructure Manager will replace the part that is in violation of the Act with a new part, which will be inserted in the Statement, and will issue the Statement again.
- (4) At the request of either party to an agreement for the operation of rail transport on a national or public railway or ex officio, the Office will decide whether the agreement runs contrary to the Railways Act. 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 Railways Act, 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 Railways Act, 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*

### **Financial penalties**

- (1) A provision on financial penalties for disruption of the operation of rail transport is set out in Annex No. 1.
- (2) Excepting cases directly caused by a breach of the obligations of the rail operator in accordance with Article 22 of the Railways Act, ČD is not liable for additional costs incurred by carriers in connection with a limitation on capacity allocation according to Article 8.

## *Article 11*

### **Services provided through service facilities, costs of providing these services, and costs of using sidings to connect service facilities**

- (1) Access to services related to railway transport activities which serve or may serve more than one carrier is granted to all authorised carriers in a manner that precludes favouring of one of the carriers.
- (2) Access to the track service facilities covered by this Statement is granted by the Infrastructure Manager by organising a shunting path for the period of validity of the timetable. The rail capacity allocation according to the last sentence can be modified by a framework agreement according to Annex No. 5. The price for track access on public sidings operated by ČD is specified in Annex No. 4.
- (3) The conditions and the price for the provision of infrastructure service facilities which provide the track access covered by this Statement are set out at [www.ceskedrahy.cz/zs](http://www.ceskedrahy.cz/zs).
- (4) A description of the service facility according to Commission Implementing Regulation (EU) 2017/2177 is available on the ČD Service Facility website ([www.ceskedrahy.cz/zs](http://www.ceskedrahy.cz/zs)). In the event that another service facility requires the publication of its description by the ČD Service Facility, it will do so in accordance using a template provided at [www.ceskedrahy.cz/zs](http://www.ceskedrahy.cz/zs). All service facility descriptions must be published by 1.6.2019. The deadline for sending service facility descriptions from other operators is 3.5.2019 at [sekretariatzs@gr.cd.cz](mailto:sekretariatzs@gr.cd.cz).

## *Article 12*

### **Procedure and deadlines for Infrastructure Manager's out-of-court settlement of disputes with applicants for capacity allocation**

- (1) In the event of a dispute arisen between the Infrastructure Manager and an applicant relating to capacity allocation issues, both parties will first attempt to settle it amicably, the applicant requesting in writing the other party to resolve the dispute in the context of an extrajudicial hearing before Ing. Peter Blaho, Ph.D, born 19.9.1977, permanent address 9. May 6, 010 04 Žilina - Závodie, e-mail [znalecblaho@gmail.com](mailto:znalecblaho@gmail.com), account number SK688330000002701250407 ("Arbitrator"). The Infrastructure Manager will 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 receipt of the notice of the dispute in accordance with the previous paragraph by the Arbitrator. This procedure is not public. The arbitration fee is set at CZK 5,000.00 and is paid by the applicant. This fee will be

deposited in advance on the Arbitrator's account, otherwise the Arbitrator will not start the proceedings. If the party in dispute is successful, it is entitled to a refund of 50% of the arbitration fee. In the event of a delay caused by the Arbitrator, the Arbitrator will refund to the party concerned 50% of the arbitration fee for each commenced week of the delay with delivery according to the first sentence.

(3) Out-of-court proceedings pursuant to this Article will be carried out using data boxes. If a party to the dispute or the Arbitrator does not have a data box, it is necessary to obtain one. The data box of the University of Pardubice has the identifier f5vj9hu.

(4) If any 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 Arbitrator within 10 working days of receipt of the notification of the dispute, or the time limit according to paragraph 2 expires, 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 character of a pre-litigation notice within the meaning of Article 142a of Act No. 99/1963 Coll., Code of Civil Procedure, as last amended.

### *Article 13* **Definition of terms**

The terms used in this Statement are defined:

- a) In Act No. 266/1994, the Railways Act, as last amended, and in its implementing regulations,
- b) In Act No. 77/2002 Coll., on the joint-stock company České dráhy, state organisation Správa železniční dopravní cesty (Railway Infrastructure Administration), amending Act No. 266/1994 Coll., the Railways Act, as last amended, and Act No. 77/1997 Coll., on State Enterprises, as last amended,
- c) In Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area.

doc. Ing. Libor Švadlenka, Ph.D  
Dean, Faculty of Transport Engineering

Ing. Michal Štěpán  
Member of the Board, ČD, a.s.

Ing. Miroslav Kupec  
Chairman of the Board, ČD, a.s.

**Proposal for an arrangement for financial penalties for disruption of the operation of rail transport, including an impartial way of out-of-court settlement of disputes concerning the disruption of the operation of rail transport on the national and public sidings by Czech Railways, a.s.**

*Article I*

Both the ČD and the carrier are obliged to discuss the provisions on penalties in advance before the end of the calendar month following the respective calendar month (in the case of penalties imposed pursuant to Article III(3) after the relevant quarter) , in which the reason for claiming the item arises.

*Article II*

If a carrier states in a capacity request incorrect data that may adversely affect the safety and flow of the traffic (in particular, a shorter train length than the train actually has) or drives on a siding or a national line without having filed a request, the carrier will pay the track operator CZK 10,000.00 (ten thousand Czech crowns) for each individual case.

*Article III*

(1) The track operator will pay the carrier CZK 1,000.00 (one thousand Czech crowns) for each case where:

- a) it effects a closure which has not been negotiated with the carrier,
- b) renounces a negotiated closure,
- c) changes the term of a negotiated closure where a change of the time limit means a change of the date or time of the closure.

(2) The obligation to pay this penalty does not apply to:

- a) non-negotiated closures resulting from force majeure,
- b) non-negotiated closures which did not affect the carrier's train,
- c) in accordance with paragraph 2 (b) or (c), for which the carrier has not delivered to the track operator or has not taken its measure in the relevant closure order affecting the usage of a particular train,
- d) shortening the duration of a closure due to earlier completion of planned closure

works.

(3) In addition to the financial penalty pursuant to this Annex, a party is only entitled, in respect of the other party, to compensation in excess of the financial penalty caused by the breach of the obligation protected by the penalty.

#### *Article IV*

In the event of a dispute concerning a breach of the operation of rail transport pursuant to this Annex, ČD and the carrier concerned will first attempt to resolve the dispute amicably. The party concerned will ask the other party in writing to resolve the dispute in the out-of-court hearing before the Infrastructure Manager as provided by the Rail Statement and inform the Infrastructure Manager of the dispute in writing. The dispute resolution procedure is in writing and the Infrastructure Manager's decision must be delivered to both parties not later than the tenth working day after receipt of the Infrastructure Manager's notification. Out-of-court proceedings according to this paragraph employ data boxes. If a party to the dispute or the Infrastructure Manager does not have a data box, it is necessary to obtain one. If either of the parties does not agree with the Infrastructure Manager's decision to agree a sanction not later than 10 working days after receipt of the Infrastructure Manager's notification of disagreement, or if deadline for the Infrastructure Manager's decision on the dispute expires in vain, the dispute may be referred to a competent court of the Czech Republic. The reciprocal communication of the parties pursuant to this paragraph will not have the character of a pre-litigation notice within the meaning of Article 142a of Act No. 99/1963 Coll., Code of Civil Procedure, as last amended.

## Infrastructure Manager's contact persons

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<b>Hradec Králové</b>	Shift rolling stock superintendent
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E-mail:	CSTstrojmHKR@dkv.cd.cz
Including Pardubice	
<b>Trutnov</b>	Shift rolling stock superintendent
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Including NTM Chomutov	
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**Department of Transport Engineering, University of Pardubice – capacity  
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### Annex No. 3

#### List of publicly accessible sidings owned by ČD, a. s.

Serial number	Terminated in railway station	Name of siding	Traction system	Maximum permitted speed	Safety equipment	Gradient	Standard shunting part	Other technical specification of siding
1	Bělá nad Radbuzou	ČD, a.s. - Bělá nad Radbuzou	No	5 kph	hand-built locally	max. 2‰	60 m	
2	Benešov u Prahy	ČD, a.s. - Benešov u Prahy	3 kV	5 kph	ČD none + SŽDC	level	200 m	
3	Beroun	ČD, a.s. - Beroun	3 kV	5 kph	ČD none + SŽDC	level	160 m	
4	Blatná	ČD, a.s. - Blatná	No	5 kph	hand-built locally	max. 2‰	60 m	
5	Brno central station	ČD, a.s. - TSV Brno central station	No	30 kph	no	3.3‰	unspecified	
6	Brno Maloměřice	ČD, a.s. - Brno Maloměřice	25kV, 50Hz	5 kph	yes	level	unspecified	
7	Brno Horní Heršpice	ČD, a.s. - Brno Horní Heršpice	25kV, 50Hz	5 kph	yes	level	unspecified	
8	Čerčany	ČD, a.s. - Čerčany	No	5 kph	ČD none	level	50 m	via turntable 2 kph
9	Česká Lípa	ČD, a.s. - Česká Lípa	No	5 kph	ČD none + SŽDC	0 - 16‰	80 m	
10	Česká Třebová	ČD, a.s. - Česká Třebová	3 kV	5 kph	manual control	slope to station	unspecified	
11	Domažlice	ČD, a.s. - Domažlice	No	5 kph	hand-built locally	max. 2‰	150 m	
12	Frydek -Místek	ČD, a.s. - Frýdek – Místek	No	5 kph	el. mech. owned by SŽDC	0 - 3‰	90 m	in specified places max 3 kph

Serial number	Terminated in railway station	Name of siding	Traction system	Maximum permitted speed	Safety equipment	Gradient	Standard shunting part	Other technical specification of siding
13	Havlíčkův Brod	ČD, a.s. - Havlíčkův Brod	No	5 kph	yes	no	unspecified	
14	Hodonín	ČD, a.s. - Hodonín	No	5 kph	yes	no	unspecified	
15	Hradec Králové	ČD, a.s. - Hradec Králové	3 kV	5 kph, OV 20kph	manual control	level	unspecified	
16	Cheb	ČD, a.s. - Cheb	25kV, 50Hz	5 kph	hand-built locally + electro-mechanical	max. 2‰	100 m	
17	Choceň	ČD, a.s. - Choceň	No	5 kph	manual control	slope to station		
18	Chomutov	NTM Chomutov	No	5 kph	hand-built locally	max. 2‰	60 m	access via NTM siding
19	Jihlava	ČD, a.s. - Jihlava	25kV, 50Hz	5 kph	yes	no	unspecified	
20	Jilemnice	ČD, a.s. - Jilemnice	No	5 kph	manual control	slope to station	unspecified	
21	Kladno	ČD, a.s. - Kladno	No	5 kph	hand-built locally	max. 2‰	120 m	
22	Klatovy	ČD, a.s. - Klatovy	25kV, 50Hz	5 kph	hand-built locally	max. 5‰	80 m	
23	Kolín	ČD, a.s. - Kolín	3 kV	5 kph	ČD - RZZ	level	150 m	
24	Kralupy nad Vltavou	ČD, a.s. - Kralupy nad Vltavou	3 kV	5 kph	ČD none + SŽDC	level	80 m	
25	Kroměříž	ČD, a.s. - Kroměříž	No	5 kph	el. mech. owned by SŽDC	0 - 3‰	50 m	in specified places max. 3 kph
26	Letohrad	ČD, a.s. - Letohrad	No	5 kph	manual control	level	unspecified	

Serial number	Terminated in railway station	Name of siding	Traction system	Maximum permitted speed	Safety equipment	Gradient	Standard shunting part	Other technical specification of siding
27	Liberec	ČD, a.s. - Liberec	No	5 kph	manual control	level	unspecified	
28	Lipová Lázně	ČD, a.s. - Lipová Lázně	No	5 kph	el. mech. owned by SŽDC	0 - 3‰	25 m	in specified places max. 3 kph
29	Lochovice	ČD, a.s. - Lochovice	No	5 kph	hand-built locally	max. 2‰	30 m	
30	Louny	ČD, a.s. - Louny	No	5 kph	hand-built locally	max. 10‰	100 m	
31	Meziměstí	ČD, a.s. - Meziměstí	No	5 kph	manual control	level	unspecified	
32	Mirošov	ČD, a.s. - Mirošov	No	5 kph	none	max. 2‰	60 m	
33	Mladá Boleslav	ČD, a.s. - Mladá Boleslav	No	5 kph	ČD none + SŽDC	level	50 m	
34	Nymburk	ČD, a.s. - Nymburk	No	5 kph	ČD none + SŽDC	level	100 m	
35	Nýřany	ČD, a.s. - Nýřany	No	5 kph	none	max. 2‰	30 m	
36	Olomouc	ČD, a.s. – Olomouc central station	3 kV	5 kph	el. mech. owned by SŽDC	level	100 m	in specified places max. 3 kph
37	Opava východ	ČD, a.s. - Opava	No	5 kph	el. mech. owned by SŽDC	level	75 m	in specified places max. 3 kph
38	Otrokovice	ČD, a.s. - Otrokovice	No	5 kph	el. mech. owned by SŽDC	level	50 m	in specified places max. 3 kph
39	Pardubice	ČD, a.s. - Pardubice	No	5 kph, 10kph	manual control	level	unspecified	

Serial number	Terminated in railway station	Name of siding	Traction system	Maximum permitted speed	Safety equipment	Gradient	Standard shunting part	Other technical specification of siding
40	Plzeň	ČD, a.s. – Plzeň, Myčka OV	No	10 kph	hand-built switches	slope to 10‰		
41	Plzeň	ČD, a.s. – Plzeň	25kV,50Hz	15 kph	hand-built locally + electro-mechanical	max. 20‰	150 m	
42	Praha Libeň	ČD, a.s. - Praha Libeň	3 kV	5 kph	ČD – el. mech.	level	90 m	
43	Praha Vršovice	ČD, a.s. - Praha Vršovice	3 kV	10 kph	ČD - RZZ	0 - 20‰	100 m	via turntable 3 kph
44	Protivín	ČD, a.s. - Protivín	No	5 kph	hand-built locally	max. 2‰	75 m	
45	Rakovník	ČD, a.s. - Rakovník	No	5 kph	hand-built locally	max. 10‰	120 m	
46	Rumburk	ČD, a.s. - Rumburk	No	5 kph	ČD none + SŽDC	0 – 1.6‰	60 m	
47	Stará Paka	ČD, a.s. - Stará Paka	No	5 kph	manual control	level	unspecified	
48	Suchdol nad Odrou	ČD, a.s. - Suchdol nad Odrou	no	5 kph	el. mech. owned by SŽDC	0 - 3‰	50 m	in specified places max. 3 kph
49	Šumperk	ČD, a.s. - Šumperk	no	5 kph	el. mech. owned by SŽDC	0 - 8‰	90 m	via turntable 3 kph
50	Telč	ČD, a.s. - Telč	no	5 kph	no	no		
51	Tišnov	ČD, a.s. - Tišnov	25kV, 50Hz	5 kph	yes	no	unspecified	
52	Trutnov	ČD, a.s. - Trutnov	no	5 kph	manual control	level	unspecified	
53	Valašské Meziříčí	ČD, a.s. - Valašské Meziříčí	3 kV	5 kph	el. mech. owned by SŽDC	0 - 20 ‰	100 m	via turntable 3 kph, TV

Serial number	Terminated in railway station	Name of siding	Traction system	Maximum permitted speed	Safety equipment	Gradient	Standard shunting part	Other technical specification of siding
								only on test track
54	Veselí nad Lužnicí	ČD, a.s. - Veselí nad Lužnicí	no	5 kph	hand-built locally	max. 2‰	60 m	
55	Veselí nad Moravou	ČD, a.s. - Veselí nad Moravou	no	5 kph	yes	level	unspecified	
56	Vsetín	ČD, a.s. - Vsetín	no	5 kph	el. mech. owned by SŽDC	0 - 20‰	100 m	via turntable 3 kph
57	Znojmo	ČD, a.s. - Znojmo	no	5 kph	yes	no	unspecified	

**Prices of capacity allocation, prices of using tracks and sidings, rules for their calculation and conditions for their use**

*Article 1*

**General provisions**

(1) All parameters of the system for setting the prices for the allocation of 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.

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

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

(3) The terms 'train ride' or 'shunting' 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 train paths and shunting are binding on the Infrastructure Manager, the rail operator, and all rail transport operators ("carriers").

(5) In the context of this Statement the prices exclude 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 four components - the cost of processing the application ( $C_1$ ), the cost of using the national railway ( $C_2$ ), the price for each use of a public siding for the use of a shunting part according to Annex No. 3 ( $C_3$ ), and the cost of using the service facility ( $C_4$ ).

(2) The application processing fee ( $C_1$ ) includes all the operations and costs associated with the processing of the application.

(3) The processing fee for an application is determined depending on:

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

The cost of the application processing and capacity allocation is:

- Payment of the capacity allocation process,
- payment for processing the train timetable (excluding the cost of printing and distributing aids) allocated to the applicant's request,
- payment for operational deployment of the train and surcharge for expedited processing and handling of the application.

The cost of processing an application and allocating capacity is as follows:

Appropriate call for capacity allocation into the annual timetable according to formula 1.

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

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 and application for capacity allocation to the regular timetable change according to formula 2.

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

Request for ad hoc capacity allocation according to formula 3.

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

Request for urgent ad hoc or super-urgent ad hoc according to formula 4.

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

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

The cost of using a national railway (C2) is calculated according to formula 5.

$$C_2 = S \cdot L \quad \text{[CZK]} \quad (5)$$

where: S [CZK·vkm<sup>-1</sup>] is the price for 1 km train or shift (vkm). The S price is set out in Article III. L is the distance [km, rounding to 1 decimal place] travelled by the train or when moving.

(4) The cost of one utilisation of a line by driving a shunting part (C<sub>3</sub>) is determined according to formula 6 according to the number of permissions issued for driving on a siding or national railway. An issued permission to ride on a siding or national railway means the time period between the entry of the shunting part on the siding or the national railway and its leaving. The length of this time period will be specified in the application for the track capacity in accordance with Article 6(2)(e). The justification for the length of this period will be reviewed by the Infrastructure Manager and may be modified. If a carrier exceeds this period, the carrier will be charged a penalty fee of CZK 1,000 per overrun.

$$C_3 = K \cdot n \quad \text{[CZK]} \quad (6)$$

where: K [CZK use of siding<sup>-1</sup>] is the rate for one use of the siding. Rate K is specified in Article III, n is the number of uses of the siding.

(5) The rate for using the service facilities (C<sub>4</sub>) is governed by the prices specified on the website <http://www.ceskedrahy.cz/zs>.

*Article III*

**Basic prices for processing an application and use of the track**

Type of price	Output unit	Output unit price in CZK
A	1 request	250
$\alpha$	–	1.5
S	vlkm	20
K	1 use of siding	300

*Article IV*

**Billing**

- (1) The cost of processing an application is billed to the carrier by the Infrastructure Manager. For these purposes, the carrier is required to enter into a billing agreement with the Infrastructure Manager to charge the carrier the cost of the capacity allocation. A draft agreement is in Annex No. 9 to this Statement.
- (2) The price for the use of railway and service facilities is billed to the carrier by ČD.
- (3) The date on which the taxable supply is effected in the case of invoicing for an individual delivery is the same as the date of collection. In the case of billing for repeated supplies (i.e. multiple taxable supplies during a relevant month), the date of the taxable supply is the last day of the relevant month.

*Article V*

**Prices for using train paths / shunts as part of drawing reserve capacity for operations linked to ensuring the operability of the railway infrastructure**

The allocation of capacity and the actual use of the train / shift track directly supporting diagnostics, measurement and maintenance of the railway infrastructure in the event of actions 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 will not be charged for. In such cases it is not necessary to apply for the allocation of capacity.

## **Framework Capacity Allocation Agreement**

Concluded on the basis of the provisions of Article 34c of Act No. 266/1994 Coll., the Railways Act, in the version after the coming into force of Act No. 319/2016 Coll. ("Railways Act") by and between the following parties:

University of Pardubice, Faculty of Transport Engineering, company registration number 00216275, with its registered office at Studentská 95, 532 10 Pardubice

("Infrastructure Manager")

and

company ....., with its registered office at ...

("carrier")

### *Article 1*

#### **Object of the Framework Agreement**

(1) This Framework Agreement regulates the rights and obligations of the Infrastructure Manager and the Carrier concerning the allocation of track capacity ..... (here it will 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 length ("Relevant Track"), and defines the characteristics and scope of the capacity required by the Carrier and offered by the Infrastructure Manager for as long as it is in force.

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

## *Article II*

### **Infrastructure Manager's obligations**

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

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

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

## *Article III*

### **Carrier's obligations**

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

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

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

#### *Article IV*

#### **Derogations from the parties' obligations**

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

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

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

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

to the Carrier's requirements, which the Carrier may refuse without committing a breach of this Agreement. When refusing an alternative capacity, the payment according to Article 5 will be reduced accordingly.

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

#### *Article V*

#### **Capacity reservation fee**

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

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

(3) The invoice must comply with the requirements for a tax invoice laid down in the generally binding legal regulations, otherwise the Carrier is entitled to refuse the

payment and return the invoice to the Infrastructure Manager for correction without undue delay. The maturity of invoices consistent with the generally binding legal regulations is 30 days.

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

#### *Article VI* **Financial penalties**

(1) The Carrier is obliged to pay the Infrastructure Manager a financial 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 RTF, if the Carrier:

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

(2) If the Carrier's failure to comply with the contractual obligations pursuant to paragraph 1 causes prejudice to the Infrastructure Manager, the Carrier is obliged to pay compensation in an amount in excess of the financial penalty.

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

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



## *Article VII*

### **Changes and limitations on the terms of the Framework Agreement**

(1) The parties are obliged to amend this Agreement by an addendum in accordance with Article IX hereof if this is required by better use of the Relevant Track. Better use of the track according to the last sentence means in particular an increase in the throughput of the Relevant Track (increased number of trains), an increase of its load class, the increase of the achievable transport output, or a reduction in the carriage times by at least 10%.

(2) To the extent that the Carrier has been denied access to a service facility that connects the Relevant Track with another track and / or to the extent that the Carrier has been denied or limited the right to use that other track, the Infrastructure Manager is entitled without being subject to liability for breach of contract or for damage, not to allocate the capacity according to Annex No. 1, withdraw it or restrict its use, and allow another carrier to use the track to the same extent. The Infrastructure Manager will inform the carrier concerned accordingly in writing without undue delay.

(3) By the latest possible deadline for filing a (late) application for capacity according to the Statement after the reasons for which the Infrastructure Manager exercised its authority according to paragraph 2 no longer obtain, the Infrastructure Manager is obliged to offer the Carrier the capacity in accordance with Annex No. 3.

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

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

## *Article VIII*

### **Termination of Framework Agreement**

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

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

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

(4) A party may also withdraw from this Agreement provided it does so without undue delay if the other party opposes for more than 3 months a proposed amendment to the Agreement without a legitimate reason according to Article VIII(1) or 4.

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

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

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

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

(9) Termination of this Agreement will not affect the later right of the Carrier to request the capacity to which this Agreement applies in accordance with the Track Statement.

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

*Article IX*  
**Miscellaneous**

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

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

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

(4) The parties' other rights and obligations not mentioned in this Framework Agreement, in particular those governed by the Railways Act and by the Statement, are not affected by the provisions of this Agreement.

*Article X*  
**Protection of confidential information**

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

(2) A party will 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 will inform the other party without delay about the entire content of the request, inform it of the envisaged method of deciding the application,

and the other party will comment on the request for information within a reasonable time. The other party will also comment on the request without delay so that the request for information may be dealt with by the party concerned within specified or statutory time limits. The party will also notify the other party of the manner of processing the request. In cases where the procedure for making information disclosure or processing a request for information is subject to a generally binding legal regulation governing a procedure before a public authority, one party will allow the other party to maximally defend its rights, including, where appropriate, participating in such proceedings. If such involvement of one party is not possible, the other party will, in the interest of the first party and in agreement with it, make every effort to protect its rights.

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

#### *Article XI* **Final Provisions**

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

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

be deemed to have breached Article II and the Carrier will be deemed to have breached Article III of this Agreement for the period of validity of the RTF according to the last sentence. In the event of a longer delay in delivering the notification according to this paragraph, the Framework Agreement will be automatically extended according to the first sentence.

(3) Annex A, 'Characteristics and Scope of Capacity Required by the Carrier and offered by the Infrastructure Manager', is an integral part of this Agreement.

(4) This Framework Agreement was drawn up in four counterparts of which each party will receive two.

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

Done at .....

Done at .....

date .....

date .....

For Infrastructure Manager:

For Carrier:

doc. Ing. Libor Švadlenka, Ph.D  
Dean, Faculty of Transport Engineering



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

- (1) The price for the allocation of capacity and the use of sidings operated by ČD, which ensure the connection of the service facilities to another railway, is specified in Annex No. 4.
- (2) The prices for the allocation of capacity and the use of sidings which are not operated by ČD and which ensure connection of service facilities to the track covered by this Statement are listed on their operator's website.
- (3) The terms and conditions for the provision of services through service facilities in accordance with paragraphs 1 and 2 are listed on their operator's website.

**Rates for services on the national railway owned by ČD, a.s., and provided by  
ČD, a.s.**

Documentation in printed form A4, A5.....	CZK 3.00/page
Documentation in electronic form .....	CZK 50.00/CD(DVD)
Issuance of a card for entry into a reserved area .....	CZK 100.00/copy
Inspection of the local conditions in the service area .....	CZK 500.00/person
Inspection of line.....	CZK 200.00/hour/person
Operators' regulations in printed form.....	CZK 500.00/copy

**All the prices exclude VAT.**



## Planned limitations on operations on sidings operated by ČD, a.s.

Name of line	Planned investment period from / to	Name of investment project	Expected work period from / to	Limited part of railway	Impact on public services
ČD, a.s. - Liberec	2019	Reconstruction of fuel facility Liberec	1/2019 – 12/2019	Track No. 201	limited distribution of fuel
ČD, a.s. - Brno Maloměřice	5/2018 – 6/2019	Construction of repairs hall at Maloměřice	11/2018 – 5/2020	Tracks No. 502, 503, 504, 505, 508, 545, 544	yes

**Billing Agreement for capacity allocation according to valid Statement on the national railway and publicly accessible sidings operated by České dráhy, a.s.**

**(“Agreement”)**

University of Pardubice, Department of Transport Engineering

A public university established by law

Registered office: Studentská 95, 532 10 Pardubice

Company registration number: 00216275, tax registration number: CZ00216275

Bank: KB Pardubice, branch Pardubice, account number 37030561/0100

Represented by: doc. Ing. Libor Švadlenka, Ph.D, Dean

(“Infrastructure Manager”)

and

....., registered office .....,  
postcode .....

Entered in the Companies Register maintained by ..... Court at .....,  
Section..., File Number .....

Company registration number: ..... tax registration  
number: CZ.....

Bank: ....., account number:.....

Represented by: .....,  
(“Applicant”)

*Article 1*

**Object of the Agreement**

(1) The object of the Contract is to regulate the parties’ rights and obligations in the invoicing of the capacity allocation on the tracks operated by České dráhy, a.s. (“ČD”).

(2) The prices are based on a valid Statement issued by the University of Pardubice, Faculty of Transport Engineering (“Infrastructure Manager”).

## *Article 2*

### **Billing terms and billing information**

- (1) The invoice ("Invoice") will have the requisites of a tax invoice in accordance with the provisions of the relevant generally binding regulations valid in the territory of the Czech Republic, namely Act No. 235/2004 Coll., Value Added Tax Act, as last amended, including an overview of the outstanding requests for capacity allocation and the number of this Agreement (.....). The invoice will also include the total final cost for the allocation of the capacity of the track, VAT, and the price including VAT.
- (2) The cost of capacity allocation will be determined in the manner described in Annex. 4 to the Statement.
- (3) The infrastructure capacity allocation cost will be invoiced by the Infrastructure Manager to the applicant within 15 days after the end of the calendar quarter in which the capacity request has been processed.
- (4) The billing information for payments for capacity allocation is shown in the heading of this Agreement. Variable symbol = invoice number.

## *Article 3*

### **Terms of payment**

- (1) The invoice due in accordance with Article 2 will be settled within 30 calendar days after its delivery. The day on which the taxable supply takes place is the last calendar day of the quarter in which the Infrastructure Manager provided to the Carrier the services under this Agreement. The payment is deemed to have been made when the funds were credited to the Infrastructure Manager's bank account. In the event that the invoice contains incorrect or incomplete information, the Carrier may return it before the due date to the Infrastructure Manager with the reason for the refusal. The Infrastructure Manager will correct the returned invoice and if necessary, issue a new, impeccable one. In such a case, new maturity period will begin for the Carrier in accordance with Article 3(1).
- (2) In case of default in a payment under this Agreement, the parties will agree a financial penalty at the rate of 0.05% of the amount due for each commenced day of the default up to the amount owed.

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

*Article 4*  
**Final provisions**

(1) All additions and amendments to this Agreement must be made in the form of a written amendment signed by both parties. An amendment always becomes an integral part of this Agreement. Changing the name of a person responsible, registered office of the company, account number or any other information that either party is entitled to change unilaterally is not a reason to conclude an amendment as the fact will be communicated in writing to the other party.

(2) The parties acknowledge that this Agreement is subject to the obligation of publication in the Register of Contracts pursuant to Act No. 340/2015 Coll. on the special conditions for the effectiveness of certain contracts, the publication of such contracts, and the register of contracts ("Register of Contracts") and they have no objection to the publication of this Agreement. At the same time, they agree to the publication of their particulars, the object of the contract, its price or value, and the date of conclusion of this Agreement. The parties have agreed on the extent of the information they consider to be business secrets or sensitive information, which will be redacted prior to the publication of this Agreement in the Register of Contracts. The parties agree that this Agreement will be published by the Infrastructure Manager in the Register of Contracts in accordance with the provisions of the Act on the Register of Contracts. If the obligation to publish it in the Register of Contracts according to Act No. 340/2015 Coll., on the Register of Contracts, does not apply and the applicant communicates this in writing to the Infrastructure Manager, this Agreement will not be published in the Register of Contracts.

(3) The parties agree that if the applicant becomes an unreliable payer or the Carrier's tax invoice carries an account number for payment without being listed in the public Register of Reliable Accounts, the Infrastructure Manager is authorised to pay the value added tax directly to the applicant's tax authority.

(4) This Agreement was drawn up in duplicate, with each party receiving one copy.

(5) This Agreement is concluded for an indefinite period and comes into force on the date when it is signed by the parties and on the date of its publication in the Register of Contracts. If the obligation to publish it in the Register of Contracts according to Act No. 340/2015 Coll., on the Register of Contracts, does not apply and the applicant communicates this in writing to the Infrastructure Manager, this Agreement will become effective and come into force.

(6) The parties agree that the contractual relationship established by this Agreement may be terminated:

- a) by mutual agreement between the parties,
- b) by written notice served by either party. The notice period is 3 months and begins on the first day of the calendar month following delivery of the notice to the other party.
- c) The parties must settle their mutual obligations within 30 calendar days after the termination of the contractual relationship.

Done at .....

date .....

For Infrastructure Manager:

Done at .....

date .....

For Carrier:

doc. Ing. Libor Švadlenka, Ph.D

Dean, Faculty of Transport Engineering