

APPENDIX 3.2.3

SPECIAL CONDITIONS FOR USE OF THE CANIF BADGE AND AUTHORISATION

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For the purposes of carrying out a service sold by SNCF Réseau on one or more sites to which access is secured, SNCF Réseau has implemented a CANIF badge with access rights associated with the aforementioned sites. This badge is issued to railway undertakings ("RUs") that request it from SNCF Réseau via the CANIF information system (IS) under the conditions set out in article 3.2.6 of the DRR. The technical terms of access to the CANIF IS are determined in advance and communicated by SNCF Réseau to the RU.

This system (including access to the CANIF IS, the issuing of badges and access authorisations) is provided by SNCF Réseau and only concerns the following two types of secure access:

- direct access to the SNCF Réseau right-of-way, on foot or by land motor vehicle from the public highway;
- indirect access to the SNCF Réseau right-of-way, requiring prior crossing of a secure right-of-way of another SNCF group entity, on foot or by land motor vehicle from the public highway.

The list of sites covered by this service can be accessed via the Customer Area.

Under no circumstances does this system concern the need for railway undertakings to be authorised to access the premises of other SNCF group entities, apart from indirect access as described above.

Where applicable, the RU must contact the SNCF group entity that owns or manages the site concerned to send it its requests for access authorisations (e.g. staff coming to work on a train or to collect a train on the premises of a technical centre).

In this context, if the RU's staff already have a CANIF badge issued by SNCF Réseau, this same badge can be used to integrate the necessary access to the CANIF-secured premises of other SNCF group entities, subject to proof of the request and obtaining access authorisations from the other entities concerned.

This system is proposed by SNCF Réseau under the contract for use of the infrastructure concluded with the applicant RU, and:

- is provided by SNCF Réseau, when access is direct to the national rail network;
- in conjunction with the other SNCF group entities concerned, when access to the national rail network is via the secure facilities of another SNCF group entity.

In this context, these Special Conditions for the use of CANIF badges and authorisations are applicable when a railway undertaking (RU) intends to benefit from a CANIF badge and authorisation. As such, the RU acknowledges they have taken cognisance of these Special Conditions and agrees to enforce them for its own account and for its staff and its agents.

In accordance with Article 2 "Contractual documents" of the General Terms and Conditions of the Contract for Infrastructure use, these Special Conditions are part of the Contract for Infrastructure use (CUI).

Unless otherwise stated in these Special Conditions for the use of the CANIF badges and authorisations, the provisions of the General Terms and Conditions of the Contract for infrastructure use apply to form the CANIF access contract. In case of contradiction between the GC of the CIU and these Special Conditions, the provisions of these special conditions prevail.

ARTICLE 1. TERMS AND CONDITIONS OF ORDERING

The issuing of an authorised CANIF badge provides secure access rights to one or more sites designated by the RU for the exclusive benefit of an individual that the RU identifies when ordering.

The CANIF name badge is personal. It is manufactured at the RU's request, its issuance being subject

to SNCF Réseau's prior processing and validation of the requested access conditions.

The request for a CANIF badge must be made by the RU using the CANIF IS, made available to the RU within the framework of the contract for the use of information systems concluded with SNCF Réseau (appendix 3.4.2).

In the CANIF IS, the RU will need to enter the following information:

- name of the applicant RU;
- identity (surname and first name) of the holder of each badge;
- start and end dates for the use of the badge (validity period of the authorisation);
- shipping address for badges.

When requesting a CANIF badge, the RU must also transmit, via the CANIF IS, a passport photo of the staff member concerned, in accordance with criteria provided in the appendix to these special terms and conditions.

The CANIF badge is then produced and sent to EF within four (4) weeks of the date on which the request was registered in the CANIF IS (subject to the request being complete and the photo meeting the required criteria).

Once the badge has been received by the RU, it can make an access authorisation request for a given secure site via the CANIF IS, specifying the CANIF badge number and the badge reader number of the desired access (which is available on the list of sites in the Customer Area or, failing that, on the reader in question). This request is then sent to the manager of the site concerned, who can also validate the access authorisation in the CANIF IS.

ARTICLE 2. DURATION OF VALIDITY

2.1. The duration of validity of the CANIF badge and the duration of use of the access rights resulting from the related authorisations is the same as the duration of the Contract for the use of national rail network infrastructure concluded with SNCF Réseau for which CANIF access constitutes an accessory benefit, i.e. for a timetable.

2.2. The validity of the CANIF badge must be extended by the RU in the CANIF IS for the next service timetable, in connection with the signature by the RU of the contract for use of the infrastructure for the said service timetable. In this case, the RU will not have to make any new requests for the authorisations already associated with the badge.

ARTICLE 3. CHARGES

As access to the secure sites concerned and identified on the Customer Area is part of the minimum services, there is no special charge or billing for the annual fee for use of the CANIF badge, the modification or deletion of authorisations or the cost of making and issuing a CANIF badge.

In the event of access to the RFN requiring the crossing of installations of an entity of the SNCF group other than SNCF Réseau, a prior joint inspection and a prevention plan may be required by this entity. They will then be made for an amount indicated in the reference offer of the SNCF group entity concerned for the current service timetable, which is available on the Railway Undertaking Service Platform website (unless this has already been done for the requesting RU on the site concerned), updated each year.

ARTICLE 4. TERMS OF PAYMENT

Reserved.

ARTICLE 5. CONDITIONS OF USE FOR THE CANIF BADGE

- Only authorised and named persons are allowed to use the CANIF badge. It is used solely for the needs of the RU's production. Under no circumstances should it be used for private purposes.
- Any person authorised to access a secure site must be able to prove their identity by any appropriate means.
- In the event of a CANIF badge malfunction or access anomaly, the RU must apply the problem identification procedure provided during CANIF IS training and, in particular, check that the CANIF badge used is still valid and has the correct authorisation. Failing this, it will be necessary to reapply in accordance with the terms of Article 1.

If the badge is valid and has the correct authorisation:

- In the event of a proven defective CANIF badge, the RU must report it as "damaged" in the CANIF IS and will proceed with a new request to replace it in accordance with the procedure referred to in article 1 above.
- In the event of a problem with the reader or the computer server, the RU must report the incident to the department identified in the procedure (site manager or CANIF division of the security department, with a copy to the dedicated national (or regional) account manager at SNCF Réseau.
- Any observation by SNCF Réseau of fraudulent use of a fraudulent use of a CANIF badge (falsification or counterfeiting) by RU staff or irregular use by a person other than the one identified on the CANIF badge, will result in the immediate withdrawal and cancellation of the CANIF badge and the RU concerned will be informed, without prejudice to any legal proceedings.

In the event that a new case of fraudulent or irregular use of a CANIF badge is observed in connection with the same RU, in addition to the aforementioned consequences, SNCF Réseau will require this RU to implement, within fifteen (15) calendar days, a training and awareness plan on the rules of use of the CANIF badge for all its agents holding a CANIF badge. This plan must first be sent to SNCF Réseau for validation.

If SNCF Réseau observes fraudulent use of CANIF badges organised directly by the RU, the RU's access rights will be terminated immediately and all its CANIF badges withdrawn, without prejudice to any legal proceedings.

- When a person holding a CANIF badge leaves the RU on whose behalf they have been granted authorisation rights, they undertake to return the badge to their employer. The RU must then deactivate it in the CANIF IS and return it within fifteen (15) calendar days to the dedicated SNCF Réseau national (or regional) account manager.

ARTICLE 6. MODIFICATION OF THE BADGE AUTHORISATION

The RU shall make all requests to modify the authorisation in the CANIF IS, i.e. (non-exhaustive list): change of site and/or access, deletion or addition of one or more authorisations on the same CANIF badge.

The modification will be effective within (7) days of the reception of the RU request, in the CANIF IS.

The RU is responsible for monitoring the authorisations of its staff. They must be updated in line with the changing needs of its staff and, in particular, cancel authorisations that are no longer required following a change of position or the geographical scope of personnel, for example.

SNCF Réseau may carry out checks on the frequency with which readers are used in order to detect any access authorisations that are no longer necessary. If the badge is not used for six (6) months, SNCF Réseau will ask the RU to delete the badge from the CANIF application or to provide proof that the badge is still active in CANIF. If there is no response from the RU within one (1) month, SNCF Réseau may deactivate the badge in the application.

ARTICLE 7. LOSS OR THEFT

- In the event of the loss or theft of a CANIF badge, the RU must take the necessary steps to block the CANIF badge in the CANIF IS as soon as possible after the theft or loss of the CANIF badge is noted.
- Once the above procedure has been completed, the RU may repeat the procedure described in article 1 "Request procedures" of these special conditions of use for the CANIF badge and authorisation in order to obtain a new CANIF badge with the associated access rights.
- If the old CANIF badge is found, it must no longer be used by the holder RU, which undertakes to apply the same procedure as that referred to in article 5.5 above.

ARTICLE 8. TERMINATION OF THE CANIF ACCESS CONTRACT AT THE RU'S INITIATIVE

The CANIF access contract may be terminated at the RU's request by registered letter with acknowledgement of receipt sent to SNCF Réseau with one (1) month's notice.

- The cancellation takes effect on the first (1st) day of the month following this request. Termination entails the return of CANIF badges by the RU, within fifteen (15) calendar days, to the SNCF Réseau dedicated national (or regional) account manager.
- In the event of cessation of railway activity on the national rail network, the CANIF access contract is rightfully terminated and the RU undertakes to return the CANIF badges within fifteen (15) calendar days to the dedicated national (or regional) account manager of SNCF Réseau.

ARTICLE 9. TERMINATION OF THE CANIF ACCESS CONTRACT AT SNCF RÉSEAU'S INITIATIVE

- The access contract is rightfully terminated by SNCF Réseau for the following reasons:

- in the event that the Contract for the use of the National Rail Network infrastructure between SNCF Réseau and the RU is cancelled, for which this service is incidental;
 - in the established case of fraudulent use of CANIF badges;
 - in the event of non-payment which the RU has not remedied fifteen (15) days after the end of the Timetable;
 - in the event that RU breaches its obligations in respect of the access to the national rail network which it has been granted, and in particular to these Special Conditions of Use.
- Termination becomes effective on the date SNCF Réseau notifies the RU. Upon receipt of the termination notification letter sent by SNCF Réseau, the RU must return all its CANIF badges to its dedicated SNCF Réseau national (or regional) account manager within fifteen (15) calendar days.

ARTICLE 10. RU LIABILITY

The special conditions for CANIF authorisation and use of the badge apply to both the RU and the RU employees, including its agents who carry CANIF badges. It is the RU's responsibility to implement the necessary measures for informing its personnel and related agents of the special conditions for the use of the CANIF badges and the authorisations.

In accordance with Article 3 of the General Conditions of the CIU, these Special Conditions for the use of CANIF badges and authorisations are enforceable against the RU as soon as the undertaking orders and uses CANIF badges and authorisations. Thus, the RU guarantees that its staff and its agents respect these Conditions for the use of CANIF badges and authorisations. The RU shall be liable for any damage caused to SNCF Réseau or to a third party resulting from the non-compliant or improper use of the badge or authorisation by its staff and agents.

Consequently, in the event of recourse or action exercised by a third party against SNCF Réseau or its service providers, SNCF Réseau reserves the right to seek redress against the defaulting RU for damages resulting from non-compliant or improper badge or authorisation usage by RU staff or agents or their failure to comply with the provisions of these special conditions for the use of CANIF badges and authorisations.

In addition, the RU undertakes to guarantee SNCF Réseau, its staff and its insurer against any action and claim that may be brought against it by any person whatsoever resulting from the improper use of the CANIF badge and the associated authorisations by the RU, its staff and its agents.

ARTICLE 11. MISCELLANEOUS PROVISIONS

- The RU may contact SNCF Réseau's sales department for any questions relating to the monitoring and execution of the supply contract and/or the use of the CANIF badge and authorisation.
- Disclosure requirements with regard to listed personnel

For the purposes of issuing a badge and associated access to the CANIF IS, the SNCF Security Department collects and processes the following categories of data concerning the RU and/or its staff (or agents):

- identity (surname, first name and photograph) of the RU personnel (or agents) who hold a CANIF badge and authorisations;

The data collected on the CANIF IS is subject to automated processing whose purpose is the management of CANIF access rights. Data relating to the movements of RU staff (or agents) is necessarily and compulsorily collected when the CANIF badge is swiped and validated. It is processed for the purpose of managing this data, in particular to detect fraud.

The RU acknowledges having been informed and accepts that the data is communicated to SNCF SA management of authorisation monitoring.

- Any individual, after proving their identity, has the right to access, rectify and oppose the data concerning them for legitimate reasons.

To exercise these rights, requests must be addressed to:

SNCF - Direction de la Sûreté
Administrateur National CANIF
116 rue de Maubeuge. 75010 PARIS

- The RU is informed that any communication to the SNCF Réseau commercial service is likely to be recorded and/or archived for monitoring and quality control purposes. The RU has a right of access to the said records.

ARTICLE 12. DETERIORATION OF THE BADGE AND PRECAUTIONS OF USE

In order to ensure that full access rights are maintained and the CANIF badge functions correctly, the RU undertakes to inform its personnel who use a CANIF badge and to ensure that they do not subject the CANIF badge to twisting, folding, cutting, exposure to high or low temperatures, electromagnetic effects, high humidity levels or any other treatment that could obviously damage the correct function of the badge.

ARTICLE 13. APPLICATION OF SPECIAL CONDITIONS OF USE

SNCF Réseau reserves the right to modify these special conditions of use for the CANIF badge and its use. In this case, the new special conditions will be brought to the attention of the RU by registered letter with acknowledgement of receipt or potentially during a new timetable as an appendix to the Network Reference Document.

APPENDIX – PHOTO EVALUATION CRITERIA

Photos supplied for use on the name badges must comply with the following criteria in order to be used:

- JPEG or JPG format
- Colour photo
- 216x310 pixels minimum (around 15kb minimum for JPG) and 432x620 pixels maximum
- File size between 15 KB minimum and 300 KB maximum
- Standard passport photo
- Light background
- The size of the face should be between 70 and 80% of the size of the photo



Note: The following photos in particular will not be accepted: holiday photos, photos with various filters, photos with caps or hats, photos with staples or watermarks.