

## APPENDIX 3.3.2

# FRAMEWORK AGREEMENT MODEL FOR PASSENGER TRAFFIC CAPACITY BETWEEN SNCF RÉSEAU AND XXX ON THE XXX LINE FOR XXX TO XXX TIMETABLES

*(Reference No. ...)*

*The standard outline provided for illustrative purposes may be negotiated between the parties in order to arrive at the final mutual contractual commitment following the exchanges between SNCF Réseau and the Framework Agreement Customer.*

*NOTE: In the event of discrepancies or difficulties in the interpretation between the French and English version of this document, the French version will hold sway.*

BETWEEN

**SNCF RÉSEAU**, Société Anonyme (SA), with share capital of €621,773,700, entered on the Bobigny Trade and Companies Register under no. B 412 280 737, with registered headquarters at 15-17 rue Jean-Philippe Rameau 93200 Saint-Denis, represented by (*surname, first name*), Sales Director,

On the one hand,

AND

XXX, hereafter called the "**Framework Agreement Customer**"..... (form of company) with a capital of € ..... , entered on the Trade and Companies Register of ....., under no. ...., with registered headquarters at ....., represented by.....(*surname, first name, job title*),

On the other hand,

Hereinafter referred to collectively as the "Parties" or individually as a "Party",

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# PREAMBLE

1. This framework agreement is a mutual contractual commitment based on a capacity, over a period greater than that of a timetable, which the Framework Agreement Customer undertakes to order and that SNCF Réseau undertakes to allocate.
2. The characteristics of the capacity covered by this framework agreement are defined in the appendices for each timetable.
3. The procedures for ordering and allocating Train Path-Days are executed, for each Timetable concerned, in accordance with the terms of the Network Statement (NS) in force for each Timetable.  
Furthermore, during the construction of the timetable, competing train path requests, whether or not they are backed by a framework agreement, are treated identically within the coordination procedure as described in the NS, with SNCF Réseau making use of the derogation provided for in Article 10(5) of Regulation (EU) 2016/545.
4. In compliance with the provisions of Article 42 of Directive No. 2012/34/EU of the European Parliament and the Council of 21 November 2012 establishing a single European railway area and Article 20 of Decree No. 2003-194 of 7 March 2003 on the use of the national rail network, this framework agreement shall not preclude the use of the infrastructure concerned by other SNCF Réseau customers.
5. In accordance with Article L.2133-3 of the Transport Code and at the request of the Parties, this framework agreement was submitted to the Transport Regulation Authority after signature by both Parties in order to obtain a recommendation.
6. This framework agreement is entered into according to the conditions laid down by the Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on procedures and criteria concerning framework agreements for the allocation of rail infrastructure capacity and in application of Article L.2122-6 of the Transport Code.
7. The provisions of this framework agreement are also justified by the fact that it concerns a high-speed line/conventional line [*delete as appropriate*].

# IT IS MUTUALLY AGREED AS FOLLOWS

## DEFINITIONS

- **"INFRASTRUCTURE CAPACITY"**: refers to "the possibility of scheduling requested train path-days for a section of infrastructure during a certain period" (article L.2122-3 of the French Transport Code).
- **"CAPACITY"**: refers to the infrastructure capacity as described in Appendix 1, which the Framework Agreement Customer undertakes to order and SNCF Réseau undertakes to allocate.
- **"FRAMEWORK CAPACITY"**: refers to the infrastructure capacity allocated through a framework agreement.
- **"INCOME UNDER THIS FRAMEWORK AGREEMENT"**: refers to the theoretical projected charges under this framework agreement for SNCF Réseau in view of the contracted volumes, limited to the Market Charge (RM), the Running Charge (RC) and the Electric Traction Charge (RCE).
- **"FRAMEWORK AGREEMENT CUSTOMER"**: refers to the entity benefiting from the signature of a framework agreement on a line open to the signature of framework agreements.
- **"NATIONAL RAIL NETWORK STATEMENT" (NS)**: refers to the finalised document, published and updated by SNCF Réseau for each timetable and whose content is defined in Article L.2122-5 of the Transport Code and specified by Decree No. 2003-194 of 7 March 2003 on the use of the national rail network.
- **"TIMETABLE" (HDS)**: refers to the timetable for year Y drawn up based on the requests submitted by capacity applicants before the deadlines of the NS in force for the Timetable in question:
  - An initial draft timetable is sent to applicants in July Y-1;
  - The definitive timetable is finalised at the beginning of September Y-1.
  - Certification as referred to in the NS takes place in November Y-1.The timetable is then adjusted on an ad hoc basis from September Y-1 to December Y to take account of late and last minute train path requests, as well as adjustment requests.
- **"CONFIDENTIAL INFORMATION"** refers to the Appendix to this agreement and any information of any nature whatsoever (including, without limitation, technical, commercial, financial, accounting, legal and administrative) provided, by any means whatsoever, to either Party or its representatives or advisers under this framework agreement or in connection with the negotiation hereof (including in the course of informal discussions or negotiations).
- **"TIME INTERVAL"**: refers to the time of the day during which one or more train path-days are intended to be allocated within the scope of the process for establishing the timetable.

- "**TRAIN PATH**": refers to "the infrastructure capacity necessary to enable a given train to be run from one point to another at a given time" (Article L.2122-3 of the Transport Code). More precisely, a train path consists of a route marked out in relation to a sequence of landmarks on that part of the network covered with an indication of the time at which the train should pass each landmark.
- "**TRAIN PATH-DAY**": refers to a Train Path for a given day.
- "**FLASHING**": refers to
  - either 1 stop chosen by the capacity requester from among 2, or, more generally, n stops from among m (with  $n < m$ ).
  - either 1 stop served every 2 hours by the same mission.

These 'optional' or 'flashing' stops are indicated on the timetable and only apply to scheduling (not traffic).

## ARTICLE 1. PURPOSE

This framework agreement defines the reciprocal rights and obligations of SNCF Réseau and the Framework Agreement Customer with regard to Infrastructure Capacity which:

- The Framework Agreement Customer agrees to order between December Y-2 and April Y-1 (at the latest on the second Monday of the month of April prior to the date of application of the relevant timetable) and to not make any changes until the timetable certification date in November Y-1,
- Following this order and at the latest on the timetable certification date in November Y-1, SNCF Réseau undertakes to allocate for each year Y within the scope of this framework agreement.

The train path-days that the Framework Client undertakes to order must have the following minimum and cumulative repetitive and recurring characteristics:

- at least four (4) identical runs per day in the same direction;
- at least four (4) days a week;
- a minimum of forty (40) weeks per timetable.

In specific cases of start-up activity on the line in question, the criterion relating to the number of identical journeys per day in the same direction may be reduced up to two (2), but only for the first two (2) timetables covered by the framework agreement.

This framework agreement does not govern the conditions of operational use for the national rail network infrastructure, nor the conditions of use of train paths once they have been allocated with the exception of the specific provisions aimed at ensuring the effectiveness of the parties' commitments under this framework agreement.

This framework agreement is not intended to, and shall not be construed as, contravening or derogating in any way whatsoever from the laws and regulations that are or may become applicable to it, and in particular the provisions of Directive 2012/34/EU, the Commission Implementing Regulation (EU) 2016/545 of 7 April 2016, Decree no. 2003-194 of 7 March 2003 and the NS in force.

# PART ONE: RIGHTS AND OBLIGATIONS OF THE PARTIES CONCERNING CAPACITY

## ARTICLE 2. COMMITMENTS BY SNCF RÉSEAU

1. In its capacity as infrastructure manager of the national rail network, SNCF Réseau undertakes to allocate to the Framework Agreement Customer the Capacity for each Timetable covered by the term of this framework agreement and no later than on the timetable certification date in November Y-1.

SNCF Réseau's obligations concerning Capacity cover the following points:

- the number of Train Path-Days to allocate per time interval,
- the origin/destination of these same Train Path-Days with the associated service policies,
- the maximum journey times for these Train Path-Days.

SNCF Réseau's commitments under this framework agreement do not concern the technical operating conditions of the Capacity Train Path-Days.

The above commitments are subject to an order from the Framework Agreement Customer, in accordance with the provisions of the NS and the characteristics of the Capacity.

2. In compliance with the provisions of Directive No. 2012/34 mentioned above, the Train Path-Days allocated by SNCF Réseau may differ from one timetable to another, provided they comply with the Capacity.

## ARTICLE 3. COMMITMENTS BY THE FRAMEWORK AGREEMENT CUSTOMER

For each timetable covered by the term of this framework agreement, the Framework Agreement Customer undertakes, for the Capacity allocated under this framework agreement, to order from SNCF Réseau the number of Train Path-Days corresponding to the characteristics of said Capacity, as specified in Appendix 1. This order must be maintained as is until the certification date in November Y-1.<sup>1</sup> Orders are placed according to the ordering process applicable to the timetable concerned, as defined in the applicable Network Statement.

For the duration of this framework agreement, the Framework Agreement Customer undertakes to use convoys as defined in Appendix 1, that ensure the Capacity characteristics are respected.

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<sup>1</sup> This commitment is without prejudice to the Framework Agreement Customer's right to order, and modify if necessary, under the conditions set out in the NS, other train path-days outside the scope of the Capacity covered by this Framework Agreement.

## ARTICLE 4. SCOPE OF THE COMMITMENTS

SNCF Réseau and the Framework Agreement Customer recognise and mutually agree that the commitments made in Articles 2 and 3 of this framework agreement constitute the essential conditions thereof.

The Parties however recognise that the commitments made under articles 2 and 3 of this Framework Agreement may be subject to change in application of article 10. Where applicable, the Parties expressly declare that they intend to continue the performance of this Framework Agreement under the modified conditions.

## ARTICLE 5. SUSPENSION OF COMMITMENTS AND TERMINATION

### 5.1. Suspension due to events outside the Parties' control

The commitments made by SNCF Réseau and the Framework Agreement Customer shall be suspended, except for the confidentiality obligation under Article 17 of this framework agreement, when the non-execution or partial execution of their obligations is due to the occurrence of an event covered by force majeure or a similar event.

As per Article 1218 of the French Civil Code, an event of force majeure refers to any irresistible, unpredictable event outside the control of the Parties, making it impossible for either Party to this framework agreement to fulfil its obligations in full or in part.

For example, for the purposes of this framework agreement, the following shall expressly constitute events assimilated to cases of force majeure, without this list being exhaustive, provided they satisfy the conditions of unpredictability, irresistibility and exteriority:

- Natural disasters or weather-related phenomena (frost, snow, heat waves, floods, storms, etc.) of an intensity and/or on a scale deemed exceptional by comparison with normal conditions in metropolitan France.
- Any strike by SNCF Réseau staff or the Framework Agreement Customer and any actions taken in connection with it, recognised as force majeure by the case law of the Cour de Cassation (Court of Justice) in its judgement of 11 January 2000 (appeal no. 97-18215); In all cases where such strikes and actions do not constitute a proven case of force majeure within the meaning of the aforementioned landmark ruling of the Cour de Cassation, the Framework Agreement Customer and SNCF Réseau may not invoke strikes by their own employees to evade their obligations under this Framework Agreement.
- Measures taken or demanded by public authorities for reasons linked with national defence and public safety, by judicial authorities or fire and emergency services, along with any disruptions caused by their intervention.

In all instances where the contractual obligations cannot be performed due to the occurrence of an event of force majeure or similar event, these shall be suspended automatically throughout the duration of said event but only as concerns the obligations of the Parties regarding the capacity offered that is in fact affected by the event.

The Parties shall incur no liability and shall have no obligation to repair the damage suffered by either Party because of failure to perform or deficient performance of all or part of their

obligations, if such failure to perform or deficient performance is due to the occurrence of an event of force majeure or a similar event as defined herein.

Should either Party observe that an event of force majeure or similar is affecting the performance of its obligations under this framework agreement, it shall notify the other Party, stating the event concerned and its consequences known at that date, as soon as possible, and at the latest within fifteen (15) calendar days following the occurrence of the event, as per the conditions set out in Article 14 of this framework agreement.

The prevented Party must inform the other Party of any development or of the end of the force majeure or similar event and of its consequences in the same way and under the same conditions. In addition, once the conditions that justified the suspension of this framework agreement are no longer fulfilled, all the terms of this framework agreement will apply once again.

The Party invoking an event of force majeure or similar undertakes to use all reasonable and appropriate means available to it in such a situation to limit its extent and duration. Any Party which, by action or omission, aggravates the consequences of the event shall only be entitled to invoke the event with respect to those effects that would have occurred, if such action or omission had not taken place.

At the latest two (2) months starting from the notification of the occurrence of the event by either Party, if the event still persists, the Parties shall meet to determine in good faith the measures to be considered to enable the continued performance of this framework agreement without substantially calling into question its economic equilibrium. If necessary, changes to this framework agreement may be envisaged in order to adapt it to the new situation so that it can continue to be executed. This shall give rise to the conclusion of an amendment to this framework agreement signed by the Parties.

Should the Parties fail to reach an agreement on how to remedy the consequences of the event of force majeure or similar within a period of three (3) months from the day on which the Parties came together or were supposed to come together in application of the previous paragraph, and the consequences of this event call into question the economic equilibrium of this framework agreement, each of the Parties shall be entitled to terminate this framework agreement by registered letter with acknowledgement of receipt, without payment of any compensation on either side because of this termination.

Should the Parties disagree on the existence of an event of force majeure or similar, or on the termination of this framework agreement due to such an event, Article 24 below shall apply.

## **5.2. Suspension due to events affecting one of the Parties**

The commitments made by SNCF Réseau and the Framework Agreement Customer may need to be suspended, except for the confidentiality obligation under Article 17 of this framework agreement, when the cause of the non-execution or partial execution of their obligations is due to the occurrence of one of the events set forth below:

- For the Framework Agreement Customer: loss of its right to exercise activities in relation to the object of this framework agreement (such as suspension or cancellation of its railway undertaking licence) or being placed in court-supervised liquidation;
- For SNCF Réseau: suspension or total or partial removal of its safety authorisation.

The defaulting Party must notify the other Party of the occurrence of such an event, which may result in the suspension of its obligations, along with all relevant supporting documents, as soon as possible, and at the latest within (15) days of the date of the event, in accordance with the conditions set out in Article 14 herein.

Once the conditions that justified the suspension of this framework agreement are no longer fulfilled, all the terms of this agreement shall apply once again.

However, if at the end of a period of three (3) months following the notification of the event by the defaulting Party, the conditions which justified the suspension of this framework agreement have not been remedied by the defaulting Party, the Parties undertake to meet as soon as possible and at the latest within fifteen (15) calendar days in order to examine the effects of this event on the performance of this framework agreement and the obligations arising from it, and decide on the conditions for continuing or terminating this framework agreement.

Should the Parties fail to reach an agreement at the end of an additional period of three (3) months from the day on which the Parties came together or were supposed to come together in application of the previous paragraph, the non-defaulting Party may inform the defaulting Party that it is terminating this framework agreement. In such a case, the non-defaulting Party may claim compensation for the loss suffered as a result of this termination within the limits and under the conditions set out in Article 10 of this framework agreement.

**ARTICLE 6. PENALTIES FOR NON-COMPLIANCE WITH TRAIN PATH-DAY COMMITMENTS**

**6.1. Penalties to the benefit of SNCF Réseau**

When constructing each timetable, should the Framework Agreement Customer fail to order, between December Y-2 and April Y-1, or modify and/or cancel, between the order in April Y-1 and the Certification date in November Y-1, the Train Path-Days corresponding to the characteristics of the Capacity shall give rise to compensation to be paid to SNCF Réseau for timetable Y.

However, penalties shall not be imposed for the non-application of Train Path-Days, nor any order modifications or cancellations between April Y-1 and the certification date in November Y-1 whenever these:

- are included in the threshold, as defined in Appendix 1 to this framework agreement,
- are covered by a case defined in Article 5 of this framework agreement.

The Framework Agreement Customer shall inform SNCF Réseau of its specific reasons for considering that the cases referred to above rule out any compensation due to SNCF Réseau. For each timetable, for each train path-day taken separately, the total amount of the penalty to which SNCF Réseau is entitled shall amount to <sup>2</sup> ..... (to be completed).

The amount of penalties that the Framework Agreement Customer undertakes to pay to SNCF Réseau for a given timetable shall not, in any event, exceed the total amount of ..... (to

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<sup>2</sup> The unit penalty per non-compliant train path-day is calculated so that the annual penalty cap is reached for ten per cent (10%) of non-compliant train path-days (excluding the allowance).

*be completed*), equivalent to approximately two per cent (2%) of the theoretical annual turnover of the framework agreement based on the contracted volumes for the timetables in question.

In the event of an increase or decrease in the volume of Capacity under the conditions set out in Article 10 of this framework agreement, it is understood between the Parties that a new penalty cap will be recalculated in proportion to the change in the volume of Capacity.

## **6.2. Penalties to the benefit of the Framework Agreement Customer**

The Train Path-Days not allocated corresponding to the Capacity characteristics shall give rise to the payment of a penalty to the Framework Agreement Customer by SNCF Réseau within the limits of and in accordance with the following conditions.

No penalties are due:

- when the non-allocation concerns a train path-day not ordered by the Framework Agreement Customer in accordance with Article 3 of this framework agreement or which, after being ordered, was modified or cancelled by the Framework Agreement Customer between the order (April Y-1) and certification (November YA-1);
- for non-allocations recorded within the threshold defined in Appendix 1 of this framework agreement;
- in the cases referred to in Article 5 of this framework agreement;
- when the train path-day is allocated by SNCF Réseau with a time positioning that differs from the time interval requested by the Framework Agreement Customer, in the following cases:
  - either the time positioning remains within the time tolerances defined by the NS<sup>3</sup> in force or, where applicable, remains within the tolerance margins expressly specified by the Framework Agreement Customer in its order;
  - In other words, beyond these tolerances, provided that the Framework Agreement Customer has given its formal prior authorisation for the repositioning proposed by SNCF Réseau to another time slot for the timetable concerned.

SNCF Réseau shall inform the Framework Agreement Customer of the specific reasons for considering that the cases referred to rule out any penalty to the benefit of the Framework Agreement Customer.

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<sup>3</sup> Article 4.2.2.4 states that: "[...] SNCF Réseau allocates train paths without prior consultation with applicants when the route remains within the tolerances defined below, and without prejudice to wider tolerances expressed or accepted by applicants: plus or minus ten (10) minutes from the requested departure and arrival times for passenger services."

For each timetable, for each Train Path-Day taken separately, the total amount of the penalty which the Framework Agreement Customer may claim shall amount to l<sup>4</sup> ..... (to be completed).

The amount of penalties that SNCF Réseau undertakes to pay to the Framework Agreement Customer for a given timetable shall not, in any event, exceed the total amount of..... (to be completed), equivalent to approximately two per cent (2%) of the theoretical annual turnover of the framework agreement based on the contracted volumes for the timetables in question.

In the event of an increase or decrease in the volume of Capacity under the conditions set out in Article 10 of this framework agreement, it is understood between the Parties that a new penalty cap will be recalculated in proportion to the change in the volume of Capacity.

### **6.3. Waiver**

The Parties expressly agree that the payment of the penalties in the conditions provided for under Articles 6.1 and 6.2 forms a full and final flat-rate settlement for the whole loss resulting from the failure to comply with the obligations entered into under this framework agreement for the ordering and allocation of Capacity Train Paths-Days, which either Party may have suffered.

Without prejudice to the application of Articles 5 and 10 of this framework agreement, the Parties expressly declare that the penalties provided for in Articles 6.1 and 6.2 above constitute the only sanction applicable for failure to fulfil the obligations referred to in the preceding paragraph.

## **ARTICLE 7. PRINCIPLES FOR USING INFRASTRUCTURE CAPACITY**

1. The Framework Agreement Customer may not transfer the Capacity. Any contract, agreement or other arrangement on this subject or to this effect, that has been settled or agreed between the Framework Agreement Customer and a third party that contravenes this prohibition shall be null and void with regard to SNCF Réseau.

2. The Framework Agreement Customer shall remain completely free to select the consist of the trains it operates, provided that this rolling stock is permitted to run on the lines concerned and in accordance with point 3 of Article 3 herein.

## **ARTICLE 8. ORDERING TRAIN PATHS AND APPLICABLE CHARGES**

1. The charges for the allocation and use of Train Path-Days corresponding to the Capacity are, at any time, those set out in the regulation and the NS in force for the timetable considered.

2. For Train Path-Days allocated on the date of the certification under this framework agreement, the Framework Agreement Customer undertakes to pay SNCF Réseau, in

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<sup>4</sup> The unit penalty per non-compliant train path-day is calculated so that the annual penalty cap is reached for ten per cent (10%) of non-compliant train path-days (excluding the allowance).

accordance with the scale and terms and conditions in force in the NS applicable to the timetable in question, the charges for use of the national rail network relating to these Train Path-Days.

3. The commitment made by the Framework Agreement Customer under the terms of Article 3.1 of this framework agreement constitutes an essential condition hereof.

- i. Should the Framework Agreement Customer delete a Train Path-Day after the certification date for the timetable concerned, the financial consequences of this deletion shall be as follow:
  - the financial consequences of cancelling a Train Path-Day as provided for under the regulations and the NS in force, as well as under the provisions of the contract for the use of the infrastructure, or any other equivalent contract, applicable between the Parties and, where applicable, to the railway undertaking benefiting from the deleted Train Path-Day.  
To date, these financial consequences are reflected for the Framework Agreement Customer by the application of the reciprocal incentive scheme or, where applicable, the late cancellation penalty.
  - to which will be added a sum equivalent to the penalty provided for under Article 6.1 shall be paid for each cancelled Train Path-Day regarding an individual Train Path-Day not being ordered. It is specified that, within the limit of the balance of the exemption granted to the Framework Agreement Customer under this framework agreement for each timetable on the date of certification thereof, the removal of a train path-day after certification shall not result in the application of the sum equivalent to the penalty provided for in Article 6.1 of this framework agreement. Thus, in this scenario, and only to the extent that the remaining exemption is sufficient to cover the number of train paths cancelled after certification, the cancellation shall be charged to the said exemption and shall not give rise to any additional payment under this article for the portion thus covered.
- ii. In all other cases where the Train Path-Days allocated by SNCF Réseau under this framework agreement are modified (whether by the Framework Agreement Customer or by SNCF Réseau) or deleted (by SNCF Réseau after the timetable certification), the financial consequences of these modifications and deletions shall be those provided for under the regulation and the NS in force, as well as under the provisions of the contract for the use of the infrastructure, or any other equivalent contract, applicable between the Parties and, where applicable, to the railway undertaking benefiting from the deleted Train Path-Days.  
To date, these financial consequences result in the application of the reciprocal incentive scheme for the Party that initiated the change or cancellation.
- iii. The Parties expressly agree that the provision referred to in points 3.i) and ii) above, without prejudice to the application of Article 10 of this Framework Agreement, is in full discharge and settlement of any and all claims and liabilities arising under this

framework agreement from the cancellation or modification, after certification, of Train Path-Day under Capacity and which may be suffered by either Party.

For information purposes, Appendix 2 outlines the relationship between the penalties provided for in this framework agreement and the financial penalties resulting from the application of the NS.

# PART TWO: ENTRY INTO FORCE, TERM, AND MODIFICATION OF THIS FRAMEWORK AGREEMENT

## ARTICLE 9. ENTRY INTO FORCE AND DURATION OF THIS FRAMEWORK AGREEMENT

### 9.1. Nominal duration

This framework agreement shall enter into force on the date of its signature (the "**Signature Date**") [for the obligations relating to the use of Capacity to take effect from the start of the applicable train path-day ordering period for the 20XX timetable – *(To be deleted if the option of Article 9.2 is used)*]

The nominal term of this framework agreement is from timetable XX (xx - *to be completed*) [i.e. until the end of the 20XX timetable). No orders for Train Path-Days under this framework agreement may be placed for subsequent timetables *(To be deleted if the option of Article 9.2 is used)*].

### 9.2 Deferral of the Effective Date [*Optional*]

#### 9.2.1 Terms and conditions of deferral

The date on which the obligations relating to the use of the Capacity commence corresponds to the start of the train path-day ordering period as provided for in the applicable DS for the timetable targeted by the Framework Agreement Customer (the "**Effective Date**").

The Effective Date may be deferred for up to five (5) years from the Signature Date, provided that the reasons and assumptions set out in Article 6(3) of Implementing Regulation (EU) No 2016/545 are duly established. Taking into account the Signature Date, the Effective Date may thus be deferred until the opening of the ordering period for the timetable [20XX – *to be completed*].

In this context, at the request of the Framework Agreement Customer, it is hereby agreed that the Effective Date shall be set as the start date of the train path-day ordering period as provided for in the applicable NS for the timetable [20XX - *to be completed*].

Consequently, this framework agreement will terminate at the end of the timetable [20XX – *to be completed*] (the "**End Date**"). No orders for Train Path-Days under this framework agreement may be placed for subsequent timetables, subject to the provisions of this Article.

In the event that:

- either the Framework Agreement Customer activates, after the Signature Date of this Framework Agreement, any remaining portion of the five (5) year deferral period that was unused at the time of the Signature Date or this this Framework Agreement;
- or the ART, in accordance with Article 6 §3 of Implementing Regulation (EU) No 2016/545, approves an additional deferral period beyond this five (5) year period,

would have the effect of extending the application of this Framework Agreement beyond the End Date, SNCF Réseau shall have the right, without the Framework Agreement Customer being able to object or claim any compensation, to modify, as necessary, for the period

exceeding the End Date only, the volume of Capacity and, where applicable, the content of this Framework Agreement. SNCF Réseau shall, however, use its best efforts to preserve, as far as possible, the provisions of this framework agreement in its initial version.

For the purposes of this clause, it is specified that:

- the deferral activated on the Signature Date of this framework agreement is taken into account in calculating the End Date;
- after the Signature Date, any implementation of a remaining portion of the five (5) year deferral must be notified by the Framework Agreement Customer to SNCF Réseau no later than the Effective Date agreed between the Parties. Failure to comply with this notification period will result in the deferral request being deemed inadmissible, and this framework agreement will take effect on the timetable in question.

### 9.2.2 Setting a deadline

Notwithstanding the right of each Party to refer the matter to the ART in order to obtain approval for a longer deferral period beyond the five (5) year limit, which would be formalised by the conclusion of an amendment, the Parties hereby agree that in order to ensure effective and optimal use of infrastructure capacity and to provide visibility on its management, the obligations relating to the use of Capacity shall take effect no later than [*date to be inserted...*] (the "**Deadline Date**").

The Deadline Date is firm, non-extendable and cannot be postponed, including by means of an amendment. Any change to the Deadline may only occur in the event of force majeure or objective impossibility of performance resulting from a substantial regulatory change.

From the Deadline Date, if the obligations relating to the use of Capacity have not taken effect, it will be terminated automatically by SNCF Réseau, without compensation to the Framework Agreement Customer.

Where applicable, any subsequent request for capacity reservation by the Framework Agreement Customer may be made as part of the train path ordering process provided for in the NS, under the same conditions as any other applicant without a framework agreement, without any priority or acquired rights. If the Framework Agreement Customer wishes to conclude a new framework agreement, this will be subject to separate negotiations with SNCF Réseau.

### 9.2.3 Milestones and flat-rate penalty

The Parties agree that the implementation of this framework agreement is structured around a schedule of implementation milestones set out in Appendix 3 of this framework agreement. These milestones are classified into two (2) categories:

- indicative milestones, which consist of benchmarks in the progress of the Framework Agreement Customer's project. The associated deadline is defined based on the contractualised projected start date and the corresponding reverse schedule announced by the Framework Agreement Customer;
- key milestones, compliance with which is an essential condition for the proper execution of this framework agreement.

In any event, failure to meet any of the key milestones, regardless of the length of the deferral as referred to in Article 9.2.1 above, shall entitle SNCF Réseau to terminate this framework

agreement automatically, without indemnity or compensation to the Framework Agreement Customer.

This termination will terminate this framework agreement for the future and will not affect, as applicable, SNCF Réseau's right to obtain payment of the penalties or compensation referred to in Articles 6 "Penalties for non-compliance with commitments on Train Path-Days" and 10 "Amendment of this framework agreement" that may be owed by the Framework Agreement Customer under this framework agreement for the period prior to its termination.

It is understood, however, that the deadline applicable to any key milestone will be extended by a period equivalent to the duration of a force majeure event, provided that such event is recognised under the conditions set out in Article 5.1 of this framework agreement.

Furthermore, among these key milestones, the first milestone is specifically referred to as a "*key milestone giving rise to a flat-rate penalty*". Failure to meet this milestone will result, in addition to the right of termination, in the application by SNCF Réseau (to the exclusion of any other penalty) of a flat-rate penalty of [...] euros **to be completed**, i.e equivalent to approximately one per cent (1%) of the theoretical annual income of the framework agreement based on the contracted volumes.

### 9.3 Renewal of this framework agreement

The Parties hereby undertake to meet at least two and a half (2.5) years before the expiry of this framework agreement in order to discuss in good faith the terms of its renewal in light of the applicable market conditions and legal framework, in particular the NS in force at that date.

## ARTICLE 10. AMENDMENT OF THIS FRAMEWORK AGREEMENT

Amendments to this framework agreement may only be made in accordance with the provisions of this article, to the exclusion of any other basis. The Parties expressly waive the provisions of Article 1195 of the French Civil Code.

### 10.1. Modification due to a change in circumstances

The Parties agree that this Article 10.1 shall apply in the event of a change in circumstances, including a change of law within the meaning of this framework agreement, which could not reasonably be anticipated by the Parties when this framework agreement was concluded, which occurred subsequently to it, and is not attributable to force majeure within the meaning of Article 5 herein, and outside the control of the Parties, having the effect of substantially upsetting the economic equilibrium of the obligations to be fulfilled under this Framework Agreement for either Party.

For the purposes of this Article 10.1, "change of law" means the entry into force after the conclusion date of this Framework Agreement of:

- any legislation, other than legislation published in the French Republic Official Journal or a directive or regulation in the European Union Official Journal on the date of this framework agreement
- any other rule issued by the European Union with binding and direct effect;
- any decision or ruling of a court or competent authority that is binding on one of the Parties.

However, it is understood that any changes relating to the pricing referred to in point 1 of Article 8 do not constitute a change in circumstances within the meaning of this Article.

In the event of a change in circumstances leading to a disruption of the economic equilibrium of this agreement, the Parties agree to refrain from claiming any breach of this framework agreement by the other Party, nor seek to claim any penalty in application of the undertakings referred to in this framework agreement, in the event of any failure or delay in the performance of the latter whenever this is the direct and exclusive result of a change in circumstances.

The Party affected by a change in circumstances causing a disruption within the meaning of this Article shall inform the other Party by registered letter with acknowledgement of receipt within fifteen (15) days of the occurrence of the change in circumstances. If the Parties agree that such a disruption has occurred, they shall examine the possibility of renegotiating the terms of this framework agreement and restoring the economic balance that has been disrupted.

Thus, the Parties agree to consult each other and to negotiate new terms in good faith within a period of three (3) months from the dispatch date of the aforementioned registered letter, during which the performance of this framework agreement shall continue, subject to the previous paragraph, under the existing terms and conditions.

Where applicable, the new terms and conditions agreed upon by the Parties shall be defined in a written amendment to this agreement.

If it is established by mutual agreement that the continued performance of this framework agreement proves impossible under conditions allowing the broken economic balance to be re-established, this framework agreement shall be terminated by registered letter with acknowledgement of receipt sent by the affected Party.

If no agreement is reached on the existence of a change in circumstances within the meaning of this Article 10.1, or on the amendment or termination of this framework agreement pursuant to this Article 10.1 within three (3) months of receiving the notification sent by the affected Party, the provisions of Article 24 may apply.

Modifications covered by Articles 10.2 to 10.4 below are not subject to the provisions of this Article 10.1.

## **10.2. Changes made by SNCF Réseau**

SNCF Réseau may unilaterally change this framework agreement in the limited number of cases listed below under points 10.2.1 to 10.2.2.

### **10.2.1 Permanent modification of the infrastructure**

In accordance with Article 6, paragraph 2.b) of Implementing Regulation No. 2016/545, SNCF Réseau may modify or limit this framework agreement in the event that permanent modifications to the railway infrastructure are necessary to ensure better use of it.

### 10.2.2 Modification following a coordination procedure:

In accordance with Article 9 of the aforementioned regulation No. 2016/545, SNCF Réseau may face a conflict:

- between existing framework agreements and requests for new framework agreements;
- Between existing framework agreements and requests to modify framework agreements.

In such cases, SNCF Réseau may conduct a coordination procedure under the conditions set out in Article 9 of Regulation (EU) No. 2016/545.

If this fails after being carried out under the conditions provided for in the aforementioned Article of regulation No. 2016/545 and the framework agreement requested by another capacity applicant allows better use of the infrastructure, SNCF Réseau shall request to modify the Capacity allocated under this framework agreement.

In accordance with Article 9, paragraph 6 of Regulation No. 2016/545, SNCF Réseau may however reject the competing application for a framework agreement if the additional revenue from it does not, at the very least, offset the compensation due to the Framework Agreement Customer by SNCF Réseau for the change in Capacity.

### 10.2.3 Consequences of a change made by SNCF Réseau

The modifications or limitations mentioned in 10.2.1 and 10.2.2 may concern the volume of Capacity over the term of this Framework Agreement. SNCF Réseau shall first adapt the characteristics of the Capacity (such as the journey time or train departure time) and then, if necessary, offer Capacity on alternative routes.

SNCF Réseau undertakes to take account of the legitimate commercial interests of the Framework Agreement Customer when defining modifications to or limitations of the terms of this framework agreement.

The Framework Agreement Customer may make any comments and suggestions regarding the intended modifications or limitations. The Parties shall seek arrangements in good faith that best correspond to the commercial interests of the Framework Agreement Customer and to the need for better use of the infrastructure, without any prejudice to the right of SNCF Réseau to implement modifications or limitations to the terms of this framework agreement.

The unilateral decision to change or limit adopted by SNCF Réseau is reasoned and the framework agreement customer informed at the latest fifteen (15) months before the start of the next Timetable concerned. Implementation of these changes or limits will be formalised as part of an amendment to this framework agreement, which will first be submitted for an opinion to the Transport Regulation Authority (ART).

If it is established by mutual agreement that the continued performance of this framework agreement proves impossible due to the changes and limits made by SNCF Réseau, this framework agreement shall be terminated by registered letter with acknowledgement of receipt sent by the most diligent Party.

#### 10.2.4 Compensation for a modification made by SNCF Réseau

It is understood that the cases specified in Articles 10.2.1 to 10.2.3 above must be the subject of an amendment to this framework agreement.

The Parties agree that the modifications, or where applicable the termination of this framework agreement shall give rise to compensation for the loss suffered by the Framework Agreement Customer arising from the Capacity modification, and calculated as per Article 13.2 of Regulation no. 2016/545, i.e. covering the direct costs, losses and expenses (including loss of revenue) reasonably incurred by the Framework Agreement Customer or reasonably expected to be incurred by the latter as a result of the modification or termination of this framework agreement.

Pursuant to these principles, the Parties may agree, upon signing this framework agreement, to use a compensation scale to specify the terms and conditions for assessing the damage suffered by the Framework Agreement Customer. This scale, to be agreed upon by the Parties, shall be annexed to this framework agreement and shall describe the method for calculating the loss and the parameters used. It shall be established in accordance with the provisions of Article 13 of Regulation No. 2016/545. Where such a scale is used, it shall apply automatically to the situations covered by this Article.

The amount of compensation paid by SNCF Réseau to the Framework Agreement Customer may not exceed a ceiling<sup>5</sup>, per remaining year until the end of this framework agreement, set at xxx euros (*to be completed*).

In the event of successive modifications, the cumulative modifications or reductions in Capacity resulting from all modifications decided pursuant to this Article 10.2 shall be taken into account for the purposes of applying this ceiling.

The compensable loss to which the Framework Agreement Customer is entitled under this Article shall be definitively assessed at the end of each timetable, with regard to the Train Path-Days actually allocated to it for the timetable in question, including beyond the Capacity as modified.

To this end, as soon as the timetable concerned has ended, the Framework Agreement Customer shall send a letter by registered post with acknowledgement of receipt to the attention of its contact at SNCF Réseau identified in Article 14, in the absence of a compensation scale, containing the elements to justify its compensable loss resulting from the change in Capacity and as calculated in accordance with Article 13.2 of the aforementioned Regulation no. 2016/545.

If it is established that the Framework Agreement Customer has not taken all reasonable measures within its power to limit its costs, losses and expenses resulting from the modification or termination of this framework agreement, for example by reallocating its trains

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<sup>5</sup> Equivalent to the annual penalty ceiling set out in Article 6 of this framework agreement

to other lines or by ordering for each timetable all of the Capacity initially provided for under this framework agreement, the Framework Agreement Customer shall lose its right to compensation under this Article, proportionally to the aggravation or failure to limit its loss due to it.

If no agreement is reached on the assessment of the loss suffered by the Framework Agreement Customer and its compensation within a period of three (3) months from the date of receipt of the registered letter with acknowledgement of receipt sent to the SNCF Réseau contact, the provisions of Article 24 may be applied.

The Parties expressly agree that the payment of the compensation provided for in this Article 10.2 shall form a full and final settlement for the whole loss suffered by the Framework Agreement Customer resulting from the modification or termination by SNCF Réseau of this framework agreement.

The compensation paid to the Framework Agreement Customer by SNCF Réseau, as calculated in accordance with the provisions of this Article 10.2, covering its loss, shall prevent any other entity in the group to which the Framework Agreement Customer belongs, within the meaning of Article L.233-3 of the French Commercial Code, from making any claim for compensation directly to SNCF Réseau under this framework agreement. The Framework Agreement Customer guarantees SNCF Réseau that these provisions shall be respected by the entities referred to above.

### **10.3. Modification by the Framework Agreement Customer:**

#### 10.3.1. Events due to the Framework Agreement Customer leading to SNCF Réseau to amend this framework agreement

In accordance with Article 11 of Regulation No. 2016/545, SNCF Réseau shall reduce the volume of Capacity allocated under this framework agreement **for the current timetable period:**

- when, during the annual planning process, the Framework Agreement Customer does not order Train Path-Days corresponding to the Capacity characteristics, unless it explains without delay that this failure to order is due to the reasons referred to in Article 5.1 of this framework agreement;
- when the Framework Agreement Customer does not use all or part of the Capacity for a period of more than one (1) month, without having informed SNCF Réseau at least one (1) month in advance, unless one of the cases referred to in Article 5.1 of this framework agreement applies.

In these cases:

- SNCF Réseau applies Article 6.1 of this framework agreement to the Framework Agreement Customer and also offers the Released Capacity (not ordered, unused) to all applicants requesting capacity, notwithstanding the Framework Agreement Customer's right to request the Released Capacity under the ad hoc requests referred to in Article 48, §1, of Directive 2012/34/EU.

- SNCF Réseau will engage in discussions with the Framework Agreement Customer in order to assess whether the situation observed is exceptional and one-off or likely to recur. Where applicable, SNCF Réseau shall have the right to reduce the volume of Capacity **for the period following the current timetable period**. In the event that SNCF Réseau proceeds with a reduction, the provisions of Article 10.3.3 below shall apply.

In any case, in the event of a reduction in the volume of Capacity, this shall be carried out in proportion to the share of the volume of Capacity actually released by the Framework Agreement Customer.

If, as a result of a change made in accordance with this point, Capacity is reduced to zero for a period corresponding to a whole timetable, this framework agreement may be terminated at the request of either Party by registered letter with acknowledgement of receipt.

#### 10.3.2. Case of voluntary return of Capacity by the Framework Agreement Customer

In accordance with Article 6 §2, c of Regulation (EU) No. 2016/545, the Framework Agreement Customer may, on a voluntary basis, return all or part of the Capacity.

Where applicable, the Capacity is then reduced in proportion to the volume of Capacity returned by the Framework Agreement Customer. The returned Capacity is released and made available by SNCF Réseau to other applicants, including via ad hoc requests within the meaning of Article 48 §1 of Directive (EU) 2012/34.

This voluntary return of Capacity is handled in accordance with the provisions of Article 10.3.3 below. In order to encourage early notification, it is specified that the earlier the return takes place, the easier it is for SNCF Réseau to reallocate the capacity and the lower the compensation payable by the Customer for this return is likely to be, in accordance with the aforementioned Article 10.3.3 of this Framework Agreement.

#### 10.3.3. Compensation paid to SNCF Réseau due to a change/termination caused by the Framework Agreement Customer

Any change in the volume of Capacity over the term of this framework agreement or its termination in the cases provided for in this Article 10.3 shall give rise to compensation by the Framework Agreement Customer for the loss suffered by SNCF Réseau as a result of any reduction in the number of train path-days ordered by the Framework Agreement Customer and calculated in accordance with Article 13.2 of Regulation No. 2016/545, i.e. covering the direct costs and expenses (including loss of revenue) reasonably incurred by SNCF Réseau or which can reasonably be expected to be incurred by the latter as a result of the amendment or termination of this framework agreement.

However, the amount of compensation paid by the Framework Agreement Customer to SNCF Réseau may not exceed a ceiling<sup>6</sup> set at xxx Euro (*to be completed*) per remaining year until the end of this framework agreement.

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<sup>6</sup> Equivalent to the annual penalty ceiling set out in Article 6 of this framework agreement

In the event of successive modifications, the cumulative reductions in the number of Train Path-Days resulting from all the modifications decided upon in application of this Article 10.3 are taken into account for the application of this ceiling.

To this end, as soon as the timetable concerned has ended, SNCF Réseau shall send a letter by registered post with acknowledgement of receipt to the attention of its contact as identified in Article 14 containing the elements to justify its compensable loss resulting from the change in capacity and as calculated in accordance with Article 13.2 of the aforementioned Regulation no. 2016/545. Furthermore, it is understood that SNCF Réseau may not claim compensation in excess of the administrative costs resulting from the amendment or termination of this framework agreement under the conditions set out in Article 13(3) of Regulation (EU) No 2016/545.

The Framework Agreement Customer undertakes to provide a response to SNCF Réseau as soon as possible after receipt of the compensation claim, completed if necessary. In addition, this response may be preceded by any exchanges between the Parties, with a view to clarify the request made by SNCF Réseau.

If it is established by the Framework Agreement Customer that SNCF Réseau has not taken all reasonable measures within its power to prevent the modification or termination of this framework agreement or to limit its costs, losses and expenses resulting therefrom, SNCF Réseau shall lose its right to compensation under this Article, proportionally to the aggravation or failure to limit its loss due to it.

If no agreement is reached on the modification or termination of this framework agreement or regarding its compensation in application of this Article 10.3, within a period of three (3) months after the Framework Agreement Customer received a modification or termination notification pertaining to this framework agreement, or of SNCF Réseau's initial request for compensation, as the case may be, the provisions of Article 24 of this framework may apply.

The Parties expressly agree that the payment of the compensation provided for under this Article shall form a full and final settlement for the whole loss suffered by SNCF Réseau resulting from the modification or termination of this framework agreement.

#### **10.4. Modifications agreed between the Parties:**

Apart from the cases provided for in Articles 10.1 to 10.3, the Parties may amend this framework agreement by mutual agreement, provided that such amendment is made in accordance with the procedure set out below.

In this case, the Party wishing to amend this framework agreement shall send the other Party a request for amendment by registered letter with acknowledgement of receipt, describing at least the changes requested, the reasons for them and their impact both on the terms of this framework agreement and on the respective obligations of each Party.

In the absence of a positive response from the other Party within three (3) months of receiving the request, and unless otherwise agreed between the Parties, the request for modification shall be deemed rejected.

Changes accepted by the Parties shall be the subject of an amendment to this framework agreement. Unless the Parties expressly agree otherwise, it is understood that in order to

come into force for timetable Y, the amendment must have been entered into before the end of the service order period, i.e. by April Y-1 at the latest.

#### **10.5. Modification due to an amendment to the applicable NS**

In accordance with Article 1 of this framework agreement, the provisions under the latter must comply with the provisions of the NS.

In this respect, should SNCF Réseau amend its general policy relating to framework agreements within the NS in a more favourable manner to the Framework Agreement Customer compared to the existing conditions set out in the applicable NS on the signature date of this framework agreement, SNCF Réseau undertakes to inform the Framework Agreement Customer as soon as possible. On this basis, the parties shall consider amending this framework agreement to include these more favourable conditions, subject to the overall balance of this framework agreement.

# PART THREE: MISCELLANEOUS PROVISIONS

## ARTICLE 11. DUTY OF INFORMATION AND CONDITIONS FOR MONITORING THIS FRAMEWORK AGREEMENT

### 11.1. Duty of information

The Parties agree to keep each other informed, at all times and as soon as possible, of any event, circumstance or information of any nature whatsoever likely to have a significant impact on the performance of this framework agreement.

In accordance with Article 11 of Regulation 2016/545, the Framework Agreement Customer shall immediately inform SNCF Réseau of its intention not to use all or part of the Capacity. SNCF Réseau shall regularly review the framework agreement with the Framework Agreement Customer to assess Capacity.

### 11.2. Terms and conditions relating to the progress and monitoring of the implementation of this framework agreement

#### 1.2.1. Implementation of a progress committee in the event of deferral (*optional*)

A half-yearly progress committee shall be set up by the Parties upon signature of this framework agreement. Its purpose is to steer and guide the progress of this framework agreement until the Effective Date, in accordance with Article 9 "*Entry into force and term of this framework agreement*", i.e. until the opening of the period for ordering Train Path-Days applicable for the 20XX timetable.

The Monitoring Committee is convened by SNCF Réseau by email at least fifteen (15) calendar days in advance. If necessary, on an exceptional basis, additional progress committees may be convened, subject to a prior, justified and written request from one of the Parties sent by email to the designated representative of the other Party within the progress committee as identified in Appendix 4 and the latter's agreement within seven (7) calendar days. The notice period may be shortened in cases of proven urgency.

Monitoring Committee meetings may be held either remotely or face-to-face, or even in a hybrid format, with the chosen format appearing in the minutes of each meeting.

The progress committee meetings are chaired by SNCF Réseau, which provides secretarial services, proposes the agenda and writes the minutes of each meeting. These minutes are considered to be accurate if, fifteen (15) calendar days after being sent by email, no written reservations have been made by the Framework Agreement Customer.

Furthermore, it is understood that the minutes of the progress committee meetings constitute confidential information within the meaning of Article 17 "*Confidentiality*".

The representatives of the Parties participating in the progress committee are listed in Appendix 4. The Monitoring Committee may only sit validly in the presence of at least one (1) representative of each Party.

### 1.2.2. Introduction of a monitoring committee

An annual monitoring committee is set up by the Parties starting from the effective entry into force of this framework agreement, in accordance with Article 9 above, with the role of ensuring the proper implementation hereof. This committee will meet in the 1st quarter of each year throughout the duration of this framework agreement.

For the needs of this monitoring committee, the Framework Agreement Customer undertakes to provide SNCF Réseau with the following items, in a usable format:

- within three (3) months of the order date, a summary statement of the number of Train Path-Days actually ordered by the Framework Agreement Customer for the forthcoming timetable, compared with the Capacity;
- within two (2) months of the certification date, a summary statement of the number of Train Path-Days actually ordered and not amended by the Framework Agreement Customer and allocated by SNCF Réseau at the end of the timetable construction exercise, compared with the Capacity;
- within three (3) months of the end of timetable Y, a summary statement of the number of train path-days ordered under this framework agreement that have been cancelled after certification.

In addition to these summary statements, SNCF Réseau shall send the Framework Agreement Customer an annual report enabling it to monitor the fulfilment of the Parties' reciprocal commitments and to share any non-compliance with commitments on Train Path-Days with a view to monitoring the guarantee referred to in Article 12.2 and establishing the assessment of penalties and, where applicable, the compensation due by each Party to the other, in accordance with Article 6 "*Penalties for non-compliance with commitments on Train Path-Days*", Article 8 "*Ordering Train Path-Days and applicable pricing*" and Article 10 "*Amendments to this framework agreement*".

The Monitoring Committee is convened by SNCF Réseau by email at least fifteen (15) calendar days in advance. If necessary, in exceptional circumstances, additional Monitoring Committees may be convened, subject to a prior, justified and written request from either Party sent by email to the other Party's designated contact and subject to the agreement of the latter within seven (7) calendar days.

The notice period may be shortened in cases of proven urgency.

Monitoring Committee meetings may be held either remotely or face-to-face, or even in a hybrid format, with the chosen format appearing in the minutes of each meeting.

The meetings are led by SNCF Réseau, which provides the secretariat for the monitoring committee, proposes the agenda and draws up the minutes of each meeting, which are considered to be accurate if, fifteen (15) calendar days after being sent by email, they have not been the subject of written reservations by the Framework Agreement Customer.

The role of the Monitoring Committee shall be to act as a decision-making body to validate implementation measures pertaining to this framework agreement, insofar as they do not modify the terms thereof. Thus, the minutes drawn up at the end of each meeting may under no circumstances formalise any modification to this framework agreement, which must be the subject of an amendment.

Furthermore, it is understood by the Parties that the minutes constitute Confidential Information under Article 17 of this framework agreement.

The representatives of the Parties participating in the Monitoring Committee are listed in Appendix 4 to this framework agreement. The Monitoring Committee may only sit validly in the presence of at least one (1) representative of each Party.

Decisions are taken unanimously by the Parties represented on the Monitoring Committee, it being specified that each Party only has one vote of equal value. In the absence of unanimous agreement, the procedure set out in Article 24 of this framework agreement shall apply.

## **ARTICLE 12. PAYMENT OF SUMS DUE UNDER THIS FRAMEWORK AGREEMENT – GUARANTEE**

### **12.1. Payment terms**

1. The amounts of the charges for using the infrastructure corresponding to the Train Path-Days - allocated at the beginning of each timetable, shall be invoiced by SNCF Réseau and paid by the Framework Agreement Customer under the same conditions as the other Train Path-Days. They shall be set by the Network Statement and the contract for use of the national rail network infrastructure.

Any disputes shall be handled in accordance with the procedures and conditions set out in the same documents.

2. Any compensation due to SNCF Réseau in application of Article 6 of this agreement shall be billed annually by SNCF Réseau. Penalties owed by the framework agreement customer to SNCF Réseau will give rise to an invoice issued at the latest in April Y for Timetable Y. Penalties owed by SNCF Réseau to the framework agreement customer will give rise to the issuance of a credit note at the latest in April Y for Timetable Y.

3. Any eventual sum, defined in point 3 4 of Article 8 as being supplementary to the financial consequences provided for in the applicable texts and calculated by reference to the penalties provided for in Article 6.1 , shall be invoiced annually by SNCF Réseau and the Framework Agreement Customer, at the latest in December of Timetable Y+1, based on post-certification cancellations recorded during Timetable Y.

4. In the event that the penalty provided for in Article 9.2.2 of this framework agreement becomes payable, SNCF Réseau shall issue an invoice to the framework agreement customer, within one month of the key milestone date giving rise to the fixed penalty, for the amount corresponding to said penalty.

5. Any indemnities due pursuant to Article 10 of this framework agreement shall be payable as follows, subject to any provisions to the contrary expressly set out in this Article. The sum determined in accordance with the aforementioned Article 10 shall be payable by the creditor Party as soon as the Parties have agreed on the assessment of the loss and set the payment schedule, as per the conditions provided for in Article 11.2 of this framework agreement. If

necessary, compensation owed by the Framework Agreement Customer to SNCF Réseau will give rise to the issuance of an invoice. Indemnities owed by SNCF Réseau to the Framework Agreement Customer will result in a credit note being issued by SNCF Réseau.

6. The sums due as compensation fall outside the VAT scope of application and are therefore invoiced excluding tax; the payment and invoice dispute terms and conditions are exactly the same as for the charges for using the infrastructure. They are the same for both Parties to this framework agreement.

7. The amounts referred to in Articles 6, 8, 9.2.2 and 10 above shall be fixed on the signature date of this framework agreement, under the economic conditions of *[...to be completed]*. These amounts shall change in line with the forecast HICP index published by the Banque de France in June Y-1 for Timetable Y.

### **12.2. Guarantee of payments that may be due under Articles 6.1, 8 and 10.3.2 of this framework agreement**

On the effective date of this framework agreement, the Framework Agreement Customer undertakes to provide SNCF Réseau, no later than one (1) month before the end of the order period for train path-day for the first selected timetable, (in accordance with Article 9.1) with a guarantee equal to the annual penalty ceiling mentioned in Article 6.1 of this framework agreement, in accordance with the model set out in Annex 3 of this framework agreement. The order period will be determined based on the NS applicable to the timetable concerned.

Throughout the duration of this framework agreement and until thirteen (13) months after its expiry, the supply and maintenance (including via reconstitution) of a guarantee in accordance with the model appended in Annex 3 is an essential condition for the validity of this framework agreement. Failing this, this framework agreement may be terminated automatically by SNCF Réseau without the need for prior formal notice.

This guarantee may be called by SNCF Réseau should the Framework Agreement Customer default on the payment :

- of penalties due under Article 6.1 of this framework agreement
- the amount added to the financial consequences in the event of post-certification cancellation of train paths in accordance with Article 8 of this framework agreement
- on the payment of compensation due under Article 10.3.2 of this framework agreement

The guarantee will come into effect after the sending of notice to pay to the framework agreement customer by registered letter with acknowledgement of receipt that remains unsuccessful forty (40) day after its receipt.

This guarantee shall be immediately replenished in the event of partial or total call-up by SNCF Réseau. It may be called up several times during the same timeable by SNCF Réseau in the event of default of payment by the Framework Agreement Customer.

### **12.3. Guarantee of payment due under the flat-rate penalty provided for in the event of failure to meet a key milestone (*optional, in connection with Article 9.2*)**

The Framework Agreement Customer undertakes to provide SNCF Réseau, no later than three (3) months before the scheduled date of completion of key milestone No. 1 giving rise to the fixed penalty referred to in Article 9.2.2 of this Framework Agreement – and unless this key milestone has already been met by that date – a guarantee equal to the amount defined in Article 9.2.2. This guarantee shall comply with the model set out in Appendix 3bis to this framework agreement.

The provision and maintenance, until the occurrence of an event described below in this Article 12.3, of a guarantee in accordance with the model set out in the aforementioned Appendix 5bis constitutes a condition of validity of this framework agreement. Failing this, this framework agreement shall be deemed null and void as of right, without the need for prior formal notice.

This guarantee may only be called upon by SNCF Réseau in the event of default by the Framework Agreement Customer in the payment of the fixed penalty provided for in Article 9.2.2 of this Framework Agreement.

The guarantee shall be implemented in the event of non-payment of the said fixed penalty within forty (40) days of the issuance by SNCF Réseau of an invoice in this regard.

The guarantee shall remain in force until one of the following events occurs:

- the Framework Agreement Customer provides proof of compliance with the key milestone referred to in Article 9.2.2 of this Framework Agreement;
- payment by the Framework Agreement Customer of the fixed penalty defined in Article 9.2.2 of this Framework Agreement;
- payment by the guarantor of the amount called upon under the said guarantee.

## **ARTICLE 13. TRANSFER OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES**

This framework agreement is concluded *Intuitu Personae*. This stipulation must be considered an essential provision of this framework agreement.

In consideration of the *intuitu personae* nature, it is expressly agreed that neither Party may assign or transfer this framework agreement in any manner, for any reason, to any person whatsoever, and in particular in the form of an assignment, asset contribution, merger, universal transfer of assets, transfer of securities resulting in a change of control, or any other form of change of control of a Party, without the express, prior written consent of the other Party. Such formalities shall be required for any change in direct or indirect control, within the meaning of Article L.430-1 of the French Commercial Code.

Such a refusal shall need to be justified on objective grounds, relating in particular to the ability of the securities transfer beneficiary to respect the rights and obligations provided for under this framework agreement, or to the existence of a risk of market access foreclosure following the transfer of this framework agreement.

In the event of a refusal or failure to notify, the transfer or assignment of this framework agreement along with the rights and obligations resulting therefrom may result in the

termination of this framework agreement, without delay or prior formal notice, to the exclusive detriment of the Party having contravened the provisions of this Article.

#### ARTICLE 14. EMPLOYEES APPOINTED BY THE PARTIES

For the execution of this framework agreement:

- SNCF Réseau appoints the following person as the Framework Agreement Customer's contact:
  - The Account Manager - Sales Department;
  - The Head of the Passenger Key Accounts Division - Sales Department
  
- The Framework Agreement Customer appoints the following person as SNCF Réseau's contact:
  - [...- *to be completed*]
  - [...- *to be completed*].

Any exchanges between the Parties can be validly transmitted to the previously designated addresses and persons.

In the event of a change to a designated contact person, each Party shall inform the other Party (its contact) as soon as possible by email. This modification shall only become effective after acknowledgement of receipt by return email.

#### ARTICLE 15. INVOICING TERMS FOR PENALTIES AND COMPENSATION

As part of the implementation of mandatory electronic invoicing from 1 September 2026, the Framework Agreement Customer undertakes to provide SNCF Réseau with all information necessary for electronic invoicing in accordance with the regulations in force and to notify SNCF Réseau without delay of any change to the platform or receipt ID.

Invoices shall be sent by SNCF Réseau to the Framework Agreement Customer at the following address:

*(- to be completed)*

#### ARTICLE 16. PAYMENT TERMS FOR PENALTIES AND COMPENSATION

The Framework Agreement Customer shall pay the invoices issued by SNCF Réseau under the conditions provided for in Article 12 of this framework agreement.

On the payment date, the Framework Agreement Customer shall provide SNCF Réseau with the payment details at the following email address: **compta\_clients@reseau.sncf.fr**

SNCF Réseau's bank details are:

Account holder: SNCF RÉSEAU péages  
Address: PARIS OPERA  
Bank code: 30003  
Account number: 03620 00020216907  
RIB: 50  
IBAN: FR76 30003 03620 00020216907 50  
BIC-SWIFT ADDRESS: SOGEFRPPHPO

## ARTICLE 17. CONFIDENTIALITY

1. Each Party undertakes to refrain from disclosing any confidential information of a commercial nature set out in this framework agreement including its appendices, to third parties, without the prior formal agreement of the other Party, unless:

- it is forced to do so by the laws and regulations in force or by a public administration or any other authority or jurisdiction;
- such communication is necessary for a Party to exercise its rights before any court;
- the contents of this information forms part of the public domain or if the Party providing the Confidential Information has given its written permission for it to be disclosed.
- it is disclosed to a third party, its employees, representatives, bankers or advisers who need to know this Confidential Information for the normal performance of the obligations under this framework agreement. In this case, the Parties undertake to ensure that before any information is disclosed to said third party, employees, representatives, bankers or advisers, the latter must sign a confidentiality statement if not already subject to it by law.

2. In cases where one Party is obliged to disclose confidential information, said Party shall undertake to limit the communication to the confidential information strictly required to satisfy the communication request. A list of the information concerned shall be communicated in advance to the other Party, if permitted by law.

3. More particularly, SNCF Réseau shall respect the confidentiality of any commercial information transmitted to it by the Framework Agreement Customer in connection with the Capacity management offered to it under the terms of this framework agreement. In application of Article 19 of Decree No. 2003-194 of 7 March 2003, this does not concern information that SNCF Réseau may be obliged to issue with reference to the Train Path-Days allocated after the timetable construction process and corresponding to the Capacity.

## ARTICLE 18. INVALIDITY OF CERTAIN CLAUSES

1. If any of the terms, conditions or stipulations of this framework agreement should be considered invalid or illegal during the term thereof, by a court, or a legally competent national or European authority, or by a decision which is binding on the Parties, said term, condition or stipulation shall be considered null and void and shall not affect the validity, legality or implementation of the other provisions of this framework agreement, except for cases where said term, condition or stipulation is essential for the application thereof.

2. If one of the terms, conditions or stipulations of this framework agreement was considered null or illegal in accordance with the provisions of 1) above, the Parties shall do their utmost to agree on the amendments to be made to this framework agreement to replace the term, condition or stipulation in question, so that this framework agreement is fully effective between the Parties, as per the initially agreed equilibrium.

## **ARTICLE 19. NON-WAIVER PROVISION**

It is explicitly agreed by the Parties that if one Party does not ensure the strict application of the conditions under this framework agreement, this shall never constitute renunciation of any of the rights contained therein.

## **ARTICLE 20. INDEPENDENCE OF THE PARTIES**

This framework agreement is not intended and should not be interpreted as giving rise to the signing of a mandate or the creation of a de facto partnership between the Parties. Neither Party shall be authorised to commit the other Party contractually or to make statements in their name.

## **ARTICLE 21. COSTS**

Each Party shall bear all costs incurred by them for the preparation, negotiation, performance and implementation of this framework agreement.

## **ARTICLE 22. INTERPRETATION**

The appendices form an integral part of this framework agreement. The terms and expressions used in the appendices are defined as in the framework agreement.

## **ARTICLE 23. LAW GOVERNING THIS FRAMEWORK AGREEMENT**

This framework agreement is governed by French law.

## **ARTICLE 24. DISPUTE BETWEEN THE PARTIES**

### **24.1. Dispute resolution**

#### **14.1.1. Amicable dispute settlement**

With a view to jointly find a definitive solution to any dispute that may arise in the performance of this framework agreement and for which the Parties have been unable to reach an agreement within the Monitoring Committee, the Parties agree that they may submit the dispute to the [...to be completed] for SNCF Réseau and to the [...to be completed] for the Framework Agreement Customer, or to their equivalent within each Party (hereinafter, "the first-level representatives").

The latter shall endeavour to settle the dispute fairly, within thirty (30) calendar days of being notified by the secretariat of the Monitoring Committee by email, accompanied by a note drawn up and validated by the Monitoring Committee, to ensure the dispute is examined under the best possible conditions. More specifically, this note shall set out the grounds for the request, the claims of the requesting party, and the evidence to support the request to enable the first-level representatives of the Parties to examine the dispute as soon as possible and implement their best efforts to resolve it within the aforementioned time frame.

Failing any resolution of the dispute within this period, the Parties agree to submit the dispute for final resolution to the Chair & Chief Executive Officer of each Party or his/her equivalent within each Party, or if either of these persons is unavailable, to the persons designated for this purpose (hereinafter, "the second-level representatives").

The latter shall examine the dispute as soon as possible and apply their reasonable efforts to resolve the dispute fairly within thirty (30) calendar days of being notified by registered letter with acknowledgement of receipt. This letter shall be accompanied by the aforementioned note along with a progress report drawn up by the first-level representatives, to ensure the dispute can be examined by the second-level representatives under the best possible conditions.

Should the Parties' second-level representatives fail to resolve the dispute following this process, either Party may submit the dispute in writing for final resolution by a court of law under Article 24.1.2 below, it being specified that the Parties may always have recourse to a conciliation procedure by mutual agreement.

The conciliation procedure shall be initiated by a letter with acknowledgement of receipt sent to the other Party. The latter shall have a period of ten (10) calendar days to indicate whether it accepts the conciliation principle and, if so, to appoint a conciliator. The Party initiating the conciliation shall then have a period of seven (7) calendar days to appoint a conciliator. The Parties may also agree on the choice of a single conciliator. The Parties shall share the costs of the conciliation equally.

The selected conciliators must be natural persons, external to the Parties, offering guarantees of independence and professionalism.

Unless the Parties agree otherwise, the conciliation procedure must be completed within sixty (60) calendar days of the appointment of the last conciliator.

#### 14.1.2. Dispute resolution by a court of law

Any unresolved dispute may be submitted to the exclusive jurisdiction of the Paris courts, notwithstanding plurality of defendants or the introduction of third parties, even for emergency or summary proceedings.

### 24.2. Recourse in front of the Transports Regulation Authority

The appeal procedures mentioned above shall not prevent either Party from lodging an appeal with the relevant Transports Regulation Authority

## ARTICLE 25. LIST OF APPENDICES

The appendices to this framework agreement are:

- **Appendix 1:** Characteristics of Capacity covered by this framework agreement
- **Appendix 2:** Interaction between the penalties under this framework agreement and the financial penalties provided for in the NS for timetable "Y".
- **Appendix 3:** Milestones for the implementation of this framework agreement (*In the event of a possible deferral - optional*)
- **Appendix 4:** Committee representatives
- **Appendix 5:** Guarantee template

Drawn up in Paris as two (2) original copies, one (1) for each of the Parties,

By express agreement equivalent to agreement on proof, the Parties agree to sign this framework agreement electronically in accordance with the provisions of Articles 1366 et seq. of the French Civil Code. The Parties agree to recognise this electronic signature as having the same value as their handwritten signature and to confer an exact date to that attributed to the signature of this document by the DocuSign service. It should also be noted that the requirement for several originals set out in article 1375 of the French Civil Code is deemed to be met for contracts in electronic form when the document is drawn up and stored in accordance with Articles 1366 and 1367, and the process enables each Party to have a copy on a durable medium or to have access to it.

**On**

**For SNCF Réseau**

First Name and SURNAME  
Sales Director

**On**

**For the Framework Agreement Customer**

First Name and SURNAME  
Position

# APPENDIX 1: CHARACTERISTICS OF CAPACITY COVERED BY THIS FRAMEWORK AGREEMENT

This appendix shall be considered confidential information.

This appendix covers rail capacity relating to the framework line ... *(to be completed)*. The daily train paths that the framework customer undertakes to order and that SNCF Réseau undertakes to allocate to each timetable have the minimum and cumulative characteristics described in this appendix.

## A. Capacity characteristics

The tables below summarise the characteristics of Capacity.

For each time interval and direction:

- Connection (origins-destinations) and in both directions: [...- *to be completed*]
- Fixed and nominative service policy, with the exception of Flashing between stations, which is only authorised under the conditions of the timetable [...- *to be completed*]
- Maximum journey time from origin to destination taking account of the associated service policy
  - o [...- *to be completed*]
- Regime and number of Train Path-Days: see tables below.
- Convoy performance: The customer undertakes to use equipment with performance at least equal to that of the minimum fixed performance of the convoys taken as a reference [...]. [...- *to be completed*]. The equipment intended for use by the framework agreement customer is as follows: [...- *to be completed*].

In the "ramp-up" phase<sup>7</sup>:

ODD number direction: [...] >> [...]			
Time Slots	Number of train path	Train path regime	Termination policy
<b>Total</b>			

<sup>7</sup> To be deleted if no "ramp up" phase is planned.

EVEN Direction : [...] >> [...]			
Time Slots	Number of train path	Train path regime	Termination policy
Total			

Target vision<sup>8</sup>:

ODD number direction: [...] >> [...]			
Time Slots	Number of train path	Train path regime	Termination policy
Total			

EVEN Direction : [...] >> [...]			
Time Slots	Number of train path	Train path regime	Termination policy
Total			

Note: time slots are to be considered as [minimum time included – maximum time excluded]. For example, the time slot 5 a.m. to 7 a.m. should be read as 5 a.m. to 6:59 a.m. The timetable positioning depends on the departure time at the station of origin (i.e. Paris for odd-numbers and [...- to be completed] for even numbers).

<sup>8</sup> If a "ramp-up" phase is planned, it is necessary to complete the appendix with the terms and conditions that apply to this phase.

It is hereby agreed between the Parties that the defined time slots and, consequently, the daily breakdown provided for in this framework agreement may be subject to amendments following agreement by the Parties within the monitoring committee. As an exception to Article 11.2.2 of this framework agreement, such an amendment shall not require the signing of an addendum provided that it does not entail a substantial amendment to this framework agreement. Where applicable, SNCF Réseau shall update and republish the framework capacity statement, taking into account the amendments made.

## B. Deductible level

The deductible part is a margin of tolerance within which discrepancies between, on the one hand, the volume of Contracted Capacity and, on the other hand, the volume of Train Path-Days actually ordered or allocated, do not result in the application of the penalties provided for in Articles 6.1 (Framework Agreement Customer side) and 6.2 (SNCF Réseau side) of this framework agreement for the Party concerned.

For each Timetable:

The deductible level granted to the Framework Agreement Customer is: ten percent (10%) of the total Capacity that the Framework Agreement Customer, under this framework agreement, has committed to order and not to modify until the Certification date of the Timetable

The deductible level granted to SNCF Réseau as of the Certification date of the Timetable is ten percent (10%) of the total Capacity that SNCF Réseau, under this framework agreement, has committed to allocate to the Framework Agreement Customer.

The volumes of orders/allocations per time slot do not offset each other.

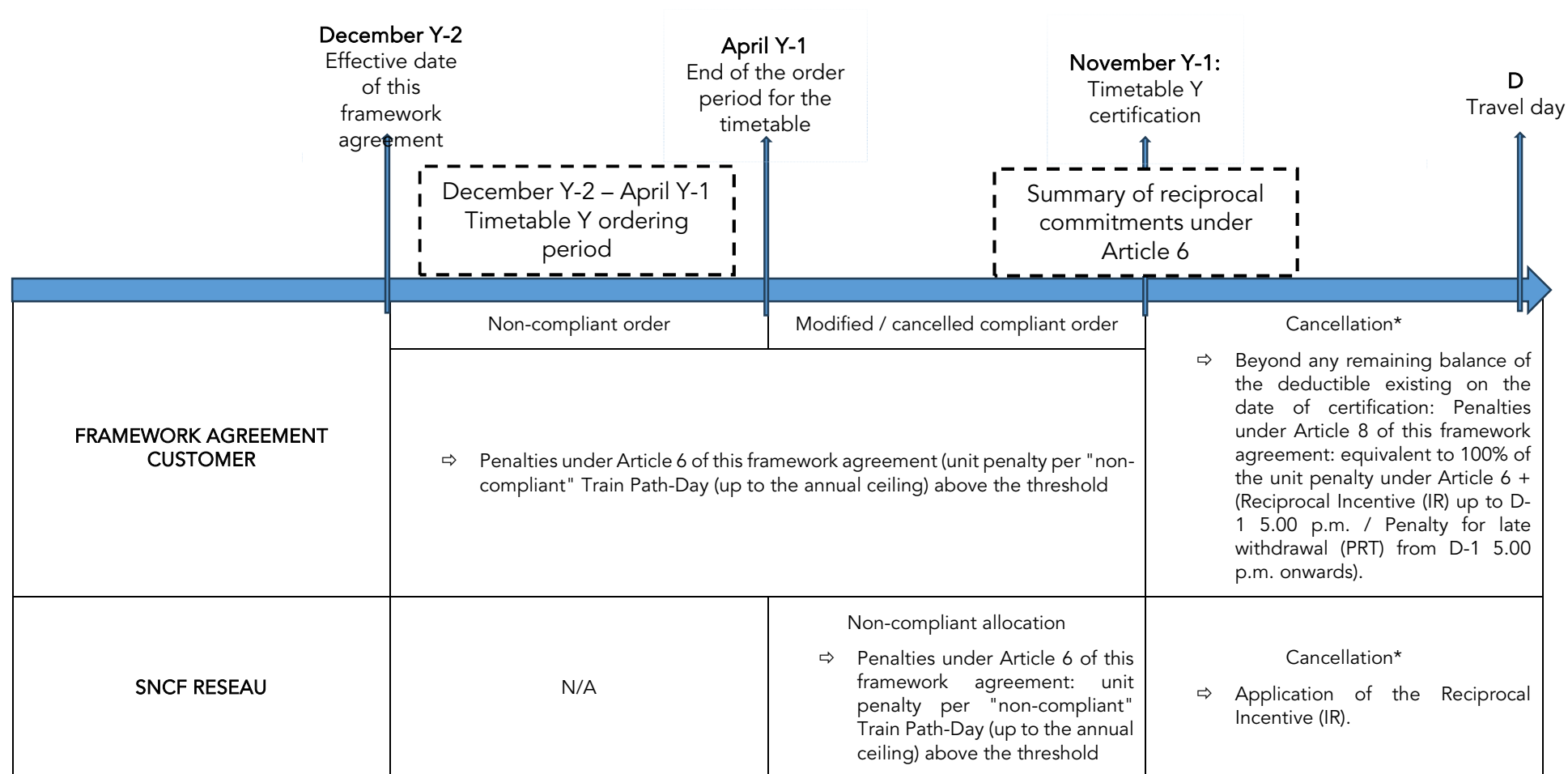
By way of illustration, based on an annual number of 1,000 train paths-day:

- For the Framework Agreement Customer, the deductible amount is equal to 10% \* 1,000: i.e. 100 train paths-day.
  - In practice, the Framework Agreement Customer is therefore not liable for any penalty under Article 6.1 of this Framework Agreement if the number of train path-days that comply with the characteristics of the Capacity ordered and not modified on the certification date is greater than or equal to 900 train path-days for the Timetable A9.
  
- For SNCF Réseau, the exemption is equal to 10% \* 1,000: i.e. 100 train paths-day.
  - In practice, SNCF Réseau is therefore not liable for any penalty under Article 6.2 of this framework agreement if the number of train paths-days that comply with the characteristics of the Capacity allocated to the Framework Agreement Customer on the certification date remains greater than or equal to the number of compliant train path-days ordered and not modified by the Framework Agreement Customer on the certification date, less the aforementioned exemption of 100 train path-days<sup>9</sup>.

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<sup>9</sup> For example: If, on the date of certification, the Framework Agreement Customer has ordered 900 Train Path-Days, SNCF Réseau shall not be liable for any penalty if it allocates the Framework Agreement Customer a minimum of 800 Train Path-Days on the certification date.

## APPENDIX 2: INTERACTION BETWEEN THE PENALTIES UNDER THIS FRAMEWORK AGREEMENT AND THE FINANCIAL PENALTIES PROVIDED FOR IN THE NS FOR TIMETABLE "A"



HDS = Timetable; Y = year of reference; D = travel day; IR = Reciprocal Incentive; PRT = Penalty for late withdrawal

Cases of post-certification modifications made by the Framework Agreement Customer or SNCF Réseau are subject to the provisions set out in the NS.

## APPENDIX 3: MILESTONES FOR THE IMPLEMENTATION OF THIS FRAMEWORK AGREEMENT (IN THE EVENT OF A POSSIBLE DEFERRAL - OPTIONAL)

*NOTE: If deferral is not possible, simply state "Appendix not applicable".*

This appendix covers the milestones for the Framework Agreement Customer to achieve for the needs of their project

The Framework Agreement Customer undertakes to use all means at its disposal to ensure compliance with each of these milestones.

The indicative milestones identified in Part 1 of this Appendix may be postponed, leading to a deferral of the entry into force of this framework agreement in accordance with the terms set out in Article 9.2.1 of the framework agreement.

In the event that the key milestones identified in Part 2 of this Appendix are not met, SNCF Réseau may terminate this framework agreement under the conditions set out in Article 9.2.2 above.

### PART 1: Indicative milestones of this framework agreement

The indicative milestones below will be adjusted, where applicable, based on the Effective Date as referred to in Article 9.1.

Milest one No.	Items	Indicative completion date for an order for Train Path-Days for timetable xxx (period starting from the Date of Signature of the framework agreement)
1	Effective and firm order for trains placed with the manufacturer by the Framework Agreement Customer	Indicative: xxx months
2	Start of first Trains in factory	Indicative: xxx months
3	Start of approval tests and first train operation	Indicative: xxx months
4	Start of study to assess equipment compatibility with infrastructure	Indicative: xxx months
5	Obtaining approval (AMM) for the train and certificates of compatibility with the infrastructure of the line covered by the framework agreement	Indicative: xxx months
6	Delivery of trains to begin commercial service	Indicative: xxx months
7	Start of commercial service under a framework agreement	Indicative: xxx months

It is understood that the Framework Agreement Customer shall ensure compliance with the milestones described above, in conjunction with the train manufacturer with whom it has contracted.

From the signature of this framework agreement, the Parties shall meet periodically within the framework of the progress committee as provided for in Article 11.2.1 for a progress review of the Framework Agreement Customer's project schedule in order to jointly establish the progress of the various indicative milestones above and, where applicable, identify any risk of delay and assess the likely consequences, particularly for key milestones, and identify the actions to be taken.

It is expressly agreed that, upon signing this framework agreement, any milestones that have already passed or whose objective has been achieved by the Framework Agreement Customer shall be deemed to have expired and considered to have been achieved on that date.

These milestones are therefore no longer subject to monitoring under this framework agreement and are, where applicable, identified in the table above with the note "*Already achieved at the Signature Date*".

## **PART 2 – Key milestones**

If the following key milestones are not met, SNCF Réseau may terminate this framework agreement in accordance with Article 9.2.2:

- **Key milestone No. 1:**
  - The trains required to achieve the Capacity volume must be ordered no later than **XX (XX)** months after the Signature Date of this framework agreement, i.e. in any event no later than **DD/MM/YYYY**].
  - 
  - No later than **XX (XX)** months after the Signature Date of this framework agreement, the Parties shall meet for a progress review organised within the framework of the committee as provided for in Article 11.2 of this framework agreement. The purpose of this progress report is to jointly establish the progress made on key milestone No. 1 and, where applicable, to identify any serious risk of failure to achieve the milestone within the required time frame, assess the likely consequences and identify the actions to be taken.
  - This progress report shall give rise to a written report, drawn up under the aegis of the relevant committee, summarising at a minimum the shared findings, the risks identified and the measures decided upon.
  - 
  - Furthermore, in accordance with Article 9.2.3 of this framework agreement, failure to meet key milestone No. 1 shall result, in addition to the right of termination, in the application by SNCF Réseau of a fixed penalty for the amount of ... (to be completed), equivalent to approximately one per cent (1%) of the theoretical annual turnover of this framework agreement, calculated on the basis of the contracted Capacity volume.
  
- **Key milestone No. 2:**

The aforementioned trains must be delivered to the factory no later than **XX (XX)** months after the effective date of their order and within **XX (XX)** months from the Signature Date of this framework agreement, i.e. no later than **[DD/MM/YYYY]**.

A progress report shall be organised no later than **[XX] ([XX])** months after the effective date of the train order within the committee as provided for in Article 11.2 of this framework agreement. The purpose of this progress report is to jointly establish the progress made on key milestone No. 2 and, where applicable, to identify any serious risk of failure to achieve this milestone within the required time frame, to assess the potential consequences of such failure and to decide on any potential actions to be taken.

This progress report shall give rise to a written report, drawn up under the aegis of the relevant committee, summarising at a minimum the shared findings, the risks identified and the measures decided upon.

- **Key milestone No. 3:**

The delivery of the trains required to achieve the Capacity volume must take place no later than **XX (XX)** months from the effective date of factory delivery of the trains referred to in milestone No. 2, and in any event within **XX (XX)** months from the Signature Date of this framework agreement, i.e. no later than **[DD/MM/YYYY]** (hereinafter "***the Deadline Date***").

A progress report shall be organised no later than **[XX] ([XX])** months after the effective date of factory delivery of the trains, within the committee as provided for in Article 11.2 of this framework agreement. The purpose of this progress report is to jointly establish the progress made on key milestone No. 3 and, where applicable, to identify any serious risk of failure to achieve this key milestone within the required time frame, to assess the potential consequences of such failure and to decide on any actions to be taken.

This progress report shall give rise to a written report, drawn up under the aegis of the relevant committee, summarising at a minimum the shared findings, the risks identified and the measures decided upon.

It is expressly understood that the delivery date of the trains required to achieve the Capacity volume may not exceed the Deadline Date.

# APPENDIX 4: COMMITTEE REPRESENTATIVES

## PART 1 - Composition of the committees

Any change in representatives by either Party must be notified in writing between the "Contact Persons" of each Party (as designated below) as soon as possible so as not to disrupt the proper functioning of relations between the Parties or the proper execution of this framework agreement.

### *(i) The progress committee in the event of deferral (optional)*

The progress committee is made up of the following representatives:

- **For SNCF Réseau:**
  - The Framework Agreement Customer Account Manager (Passenger Key Accounts Division - Sales Department) - SNCF Réseau representative for the progress committee;
  - The Head of the Passenger Key Accounts Division (Sales Department);
  - A third person may be appointed by the SNCF Réseau representative in due course.
  
- **For the Framework Agreement Customer**
  - [...- to be completed];
  - [...- to be completed];
  - [...- to be completed].

### *(ii) Monitoring committee*

The monitoring committee is made up of the following representatives:

- **For SNCF Réseau:**
  - The Sales Director;
  - The Head of the Passenger Key Accounts Division (Sales Department);
  - The Framework Agreement Customer Account Manager (Passenger Key Accounts Division– Department) - SNCF Réseau representative for the monitoring committee;
  
- **For the Framework Agreement Customer**
  - [...- to be completed];
  - [...- to be completed];
  - [...- to be completed].

## PART 2 - Call for third-party contributors

The Parties agree that for certain technical aspects related to the fulfilment of this framework agreement, the monitoring committee may call upon:

- third party contributors other than representatives of each Party to attend a monitoring committee meeting. Where applicable, each Party shall vouch for these third party contributors and undertake to ensure that they comply with confidentiality obligations in accordance with those set out in Article 17 "*Confidentiality*";
- third party contributors to attend a monitoring committee meeting. With the exception of professionals bound by professional secrecy due to their duties, these third party contributors must first sign a confidentiality agreement in accordance with the terms of Article 17 "*Confidentiality*".

The Party wishing to call upon a third party to take part in the monitoring committee shall inform the designated representative of the other Party in advance, specifying the reasons for such participation in relation to the proposed agenda.

It is understood that these participants shall have only an advisory role and shall in no way participate in the decision-making process within each committee.

The costs incurred by each representative in the performance of their duties shall be borne by the Party that appointed them.

## APPENDIX 5: GUARANTEE TEMPLATE

The guarantee template will be forwarded to the Framework Agreement Customer during bilateral negotiations.