

APPENDIX 3.7.1

GENERAL TERMS AND CONDITIONS FOR THE COORDINATION AND MANAGEMENT OF CRISIS SITUATIONS

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FOREWORD

Until 31 December 2019, EPIC SNCF was in charge of coordinating and managing crisis situations, under Article L2102-1 of the Transports Code, which entrusted to the head EPIC *“cross-functional services required for the proper operation of the national railway transport system, performed to the benefit of all the actors of this system, in particular as regards crisis management”*.

Moreover, Article 3 of Decree No.2015-137 dated 10 February 2015 pertaining to the duties and other statuses of SNCF, then applicable, specified that *“this duty entails the conclusion of a contract between SNCF and the applicant, and is invoiced to the costs of the service to which is added a reasonable profit, where applicable”*.

Finally, the same provision also sets out *“the terms and conditions for the performance of the service set out under § 2 are specified in a document established and updated after consultation with all the players of the national railway transport system”*.

As of 1 January 2020, this competence will be transferred to SNCF Réseau by law No. 2018-515 of 27 June 2018 for a new railway agreement.

This transfer was set out under Article L2111-9 of the Transport Code which provides that *“SNCF Réseau has for duty to perform cross-functional services required for the proper operation of the national railway transport system, to the benefit of all the actors of this system, in particular as regards crisis management”*.

An implementing Decree shall specify the legal framework applicable to this new service provided by SNCF Réseau.

Pending the adoption and entry into force of this decree, SNCF Réseau will ensure, between 1 January 2020 and 12 December 2020, the coordination and management of crisis situations to the benefit of any railway players soliciting its services.

SNCF Réseau is thus reusing the same charging and performance terms for the crisis coordination and management service as applied by EPIC SNCF until 31 December 2019 under the above-mentioned Decree No. 2015-137 of 10 February 2015.

The cost and invoicing of this service are thus established based on the same principles as those set out under Article 3 of Decree No. 2015-137, i.e. *“to the costs of the service to which is added a reasonable profit, where applicable”*.

This document aims to define the terms and conditions for the performance of the basic coordination service and the optional services.

ARTICLE 1 – PURPOSE

These General Terms and Conditions aim to define the terms and conditions in which the basic coordination service and optional services shall be performed by SNCF Réseau (hereinafter the “Coordination Service”).

SNCF Réseau shall perform this Coordination Service in the interest of the rail system and to the benefit of all the actors thereof, in a transparent and non-discriminatory way.

These General Terms and Conditions shall not have for object to entrust SNCF Réseau with any duties the performance of which or the responsibility thereof falls upon the Customer under the applicable regulation. More specifically, in no case shall SNCF Réseau replace any railway undertakings (hereinafter “RU”) in the performance of their duties, which are in particular responsible for their transport plan and shall decide to implement their resources within the capacity defined by SNCF Réseau.

ARTICLE 2 – CONTRACTUAL DOCUMENTS

The Contract between SNCF Réseau and each Customer for the crisis coordination and management service is formed by:

- these General Terms and Conditions and their appendices
- The Special Terms and Conditions concluded between SNCF Réseau and each Customer that has signed up to the crisis management coordination mechanism
- Any order for optional service(s)

This set of documents is referred to as the "Contract".

The contractual documents set out below are listed in decreasing order of priority:

1. The General Terms and Conditions and their Appendices:
 - Appendix I: Bank details of SNCF Réseau
 - Appendix II: List of crisis rooms
 - Appendix III: The levels of severity of incidents
2. The Special Terms and Conditions and their appendices
3. Any order for optional service(s)

This version of the Contract, signed by the Parties, takes priority over all documents and correspondence previously exchanged between the Parties.

ARTICLE 3– DEFINITIONS AND ABBREVIATIONS

The capitalised terms and expressions used in this document are defined as below:

- ◆ ART: Transport Regulation Authority
- ◆ Customers: all Railway Undertakings (RU) circulating on the NRN, all Infrastructure Managers (IM) other than SNCF Réseau and the Station Manager (SM), having ordered the services set out under this contract
- ◆ Contract: all the provisions governing the relations between the Parties, as defined under Article 2 of these General Terms and Conditions
- ◆ Railway Crisis: any major incident having a strong impact on the operation of the railway system, that may concern all its actors with a strong degree of uncertainty as to the quick resumption of operations and potentially having a strong impact on the railway undertaking customers. Incidents likely to affect train movements on the NRN are classified according to their level of severity expressed on a scale from 1 to 6 (included in Appendix III). From level 2, they are considered as crises.
- ◆ CNOF: National Railway Operations Centre (see Article 7.1.2)
- ◆ DNO: National Operations Director (see Article 7.1.2)
- ◆ DTO: Regional Operations Director (see Article 7.1.2)
- ◆ Railway Undertaking (RU): means any private or public sector undertaking holding a licence in accordance with the applicable Community legislation, and whose main activity is the supply of goods and/or passenger transport services by rail, such undertakings also providing traction as a matter of obligation; this term shall also extend to those undertakings that only provide traction.
- ◆ Station Manager: the company in charge of managing stations and stops
- ◆ Infrastructure Manager (IM): any body or firm (SNCF Réseau for the national rail network), responsible in particular for managing and maintaining the railway infrastructure, including the management of traffic, control-command and signalling.
- ◆ Other IM: an IM other than SNCF Réseau
- ◆ Coordination Service: the basic service described under this Contract
- ◆ NRN: National Rail Network
- ◆ Downgraded Situation: incident with repercussions on the transport plan, the consequences of which remain minor and is managed by the permanent operational bodies. A downgraded situation is the first railway crisis level.

ARTICLE 4 – ENTRY INTO FORCE OF THE CONTRACT

The Contract enters into force on 1 January 2020 and expires on 12 December 2020.

If the Customer wishes to terminate the contract, it shall inform SNCF Réseau by registered letter with acknowledgement of receipt sent to the address indicated in the Special Terms and Conditions (Appendix 3.7.2).

ARTICLE 5 – OBLIGATIONS PERTAINING TO THE DOCUMENTATION, INFORMATION AND ARCHIVING

Each Party shall provide the other with all the information required to ensure the proper implementation of the Contract. In particular, each Party shall undertake to inform the other in writing of any event or fact likely to affect the execution of this Contract. The documents exchanged between the Parties shall be written in French and provided in the format(s) defined by each Party. In general terms, the language applicable for all dealings or contacts, whether written or oral, shall be French.

Any documentation or information required to perform the Contract shall be provided free of charge by the Parties.

SNCF Réseau shall archive the orders, Contract and invoices, on a reliable and durable medium constituting a true copy, in compliance with the provisions of Article 1379 of the Civil Code.

The electronic registries of the Service Provider shall be considered as proof of the communications, orders, payments and transactions occurred with the Customer, subject to the assessment of the Courts.

ARTICLE 6 – SCOPE

The Service for the Coordination and Management of Crisis Situations covers the field of railway crises, as defined under this Contract.

The Coordination Service concerns railway crises occurring on the NRN and all direct accesses to it (switchgear and catenaries).

ARTICLE 7 – TYPE OF SERVICES PROVIDED BY SNCF RESEAU

This Contract concerns the provision by SNCF Réseau of a basic coordination service to the Customer as well as optional services. The optional services cannot be ordered without the basic service.

7.1 Scope of the basic coordination service

The crisis coordination and management includes three separate components:

- Crisis management preparation (Crisis Management Preparation component – **Article 7.1.1**);
- Operational coordination (Operational Coordination component – **Article 7.1.2**);
- Continuous improvement (Continuous Improvement component – **Article 7.1.3**).

7.1.1 Crisis management preparation

This component includes four families of procedures aiming to:

- Prepare crisis management
- Anticipate the consequences of identified events
- Train and inform crisis room members
- Maintain the operational nature of the crisis coordination and management system.

7.1.1.1 Business continuity plan, seasonal campaigns and scenarios

SNCF Réseau coordinates the drafting of business continuity plans (hereinafter “BCP”) and seasonal campaigns with all the IMs and RUs, in order to mitigate the effects of foreseeable risks and prepare the management of operational crises in the following cases of occurrence of:

- *climatic risks*, with the deployment of *seasonal plans*: “Cold weather”, “Heatwave” and “Wheel-slip & skidding”;
- floods, with the drafting of flood risk prevention plans (PPRI);
- *epidemics*, geared around a health watch system;
- *blockages on certain major railway sites* or certain sensitive signal boxes through *Business Continuity Plans (BCP)*;
- traffic interruptions and reduced line capacity through drafting *adapted scenarios (SCENARIO)*.

7.1.1.2 Anticipating identified events

In the case of identified internal or external events (strikes, demonstrations, major events, etc.), SNCF Réseau organises exchanges of information between the players and coordinates the works aiming to determine and mitigate the impact of these events, and

provide a quick response in the case of a crisis (opening of the crises rooms concerned in standby).

7.1.1.3 Train and inform the representatives

SNCF Réseau trains crisis room members in the operational system through:

- Training sessions, with one reference person per RU (additional courses may be requested according to the conditions of Article 7.2.1);
- Organising practical exercises that place crisis room members in situations enabling them to develop their operational crisis management skills;
- Training media explaining the standards and main principles described under Article 7.1.2.5, and setting out in detail the handling procedure for certain incidents;
- Drafting and providing documents sharing lessons learnt and good practices: practical sheets, check-lists, web magazine, etc.

Moreover, each crisis room leader (*Article 7.1.2.1*) organises a weekly meeting/ telephone conference with all the members of his/her team, named “on-call brief”, in order to share sensitive information (production difficulties, weather reports, major works, traffic levels, events, institutional issues, etc.), as well as mobilise and prepare the on-call representatives and operatives for the week to come.

7.1.1.4 Preparing and equipping crisis rooms

SNCF Réseau shall ensure the resources dedicated to operational coordination are permanently available, and in particular:

- regional and national operational crisis rooms,
- the crisis management information systems operated by SNCF Réseau (Durandal 2, etc.)
- the communication equipment (telephone conference equipment, Internet connexions, etc.) enabling the crisis room actors to take part remotely or communicate with their operational centres;
- access to the National System crisis room enabling the leaders concerned to manage the institutional and media aspects of the most serious crises (level 4 and above).

7.1.2 Operational coordination

7.1.2.1 Principles and organisation

SNCF Réseau shall ensure the operational coordination of crisis management within operational crisis rooms. There are two levels of operational crisis rooms:

- *regional rooms*, distributed according to a network defined by SNCF Réseau;
- *a national room*, also called CNOF crisis room.

Each operational crisis room is headed by a quickly available SNCF Réseau representative, the Regional Operations Director (DTO) for regional rooms or the National Operations Director (DNO) for the CNOF crisis room.

Each crisis room includes the representatives of all the RUs, SMs and IMs that have signed up to the crisis management coordination mechanism, concerned by a crisis, as well as the representatives of the different business lines and departments of SNCF Réseau: rail traffic, infrastructure maintenance and station manager. A same representative may receive several mandates.

The crisis rooms do not replace the operational teams of the IMs and RUs, who remain in charge of the operational procedures, nor do they replace SNCF's teams in the field. However, they have the power to orientate the action of the operational players, by taking decisions on the conduct of the resumption operations as well as on the measures making it possible to minimise the consequences of crises on the transport of passenger customers and freight.

7.1.2.2 Opening of operational crisis rooms

A regional operational crisis room is opened for all incidents of level 2 and above; additionally, the CNOF crisis room is opened from level 3. The latter supervises, validates and orientates the decisions of the regional crisis room without however replacing it. Whenever an incident requires several regional rooms to be opened, it is up to the CNOF crisis room to coordinate the decisions.

The opening of a crisis room is decided by its leader, in light of the information he/she has, or received from other members of the room, or on the justified request of a representative of an RU or IM. The DNO can also request the DTO concerned to open his/her regional room.

Operational rooms can be opened in standby, on decision of their leader, whenever the context elements lead them to fear a potential crisis (adverse weather reports, works requiring interruptions on major axes, etc.).

7.1.2.3 Operating principles of operational crisis rooms

In order to handle the different aspects of a crisis effectively, the crisis rooms shall implement the standards and main principles set out under Article 7.1.2.5. In principle, decisions are adopted by consensus. Failing this, the DTO (or DNO if the CNOF room is activated) shall decide of the measures to be taken in the interest of the system. These decisions are imposed on the members and operational teams of SNCF Réseau and the RUs.

Operational rooms ensure the *overall handling of the crisis* by ensuring the balance between the different interests present: IMs and RUs. Seeking this balance can sometimes lead to discard the systematic application of the rules set out in Appendix 5 to the NS.

7.1.2.4 Traceability

A crisis management *ledger*, DURANDAL 2, ensures the traceability of the activation of crisis rooms, the information received and the decisions taken. The DTO and DNO shall ensure this traceability.

7.1.2.5 Crisis management standards

In order to be effective, the operational coordination relies on work methods, tools and rules, set out as standards.

The following work methods aim to structure the proper operation of the crisis room:

1. The *opening brief* enables the initial sharing of the incident and its consequences.
2. The *line of conduct* consists in setting out the handling priorities (trains blocked on the line, etc.) and the first adjustment measures (degraded operations). It then joins up with the resumption strategy which, in most cases, relies on the implementation of a BCP or SCENARIO.
3. Updates on the situation.
4. *Time outs* make it possible, on request of a member, to take stock in the case of doubts on the set strategy or on the understanding of the issues in the crisis room or among different crisis rooms.
5. The *closing brief* enables members to make sure the resumption of normal operations can be managed by the operational teams of SNCF Réseau and the RUs by listing the points to be monitored if needed and to gather immediate feedback, if required.

The following tools aim to promote the common representation of the situation, avoid assessment mistakes and speed up the definition and implementation of a suitable line of conduct:

- The *situation diagram* is a representation of the NRN zone affected by an incident with the location of the latter. The indication of the available *residual capacity* following the incident may be included with it;
- The *list of trains impacted*. Drawn up “as soon as possible”, this list makes it possible to identify the type and number of trains impacted by the event, requiring monitoring or handling. It also makes it possible to establish modification proposals (full or partial cancellations, diversions) within the limits of the residual capacity;
- The *resumption forecast* after determining the technical diagnostic and selecting the resumption strategy.

Shared in Durandal 2, the updated information helps monitor developments to the situation.

The four crisis management rules set out below aim to avoid the occurrence or aggravation of a crisis:

1. “*Priority to maintaining the comfort of passengers*”. This rule requires the immediate implementation of the most suitable means to provide customer care in optimum comfort and safety conditions (transshipment, assistance of public emergency services if needed, special vigilance for fragile persons, disabled people, VIPs, etc.)
2. “*Do not run trains in precarious conditions*”, especially in the case of weather events, and in general, avoid running a train without assurance that it will arrive at its destination in satisfactory conditions.
3. “*Priority to trains with delay estimates and reliable information*”. This leads to favour traffic diversions or temporary repairs of the infrastructure in order to ensure the traffic flow and controlled information and estimates on delays.

4. *“Consider the worst case scenario and prepare two solutions in parallel”*. According to this rule and in compliance with the first rule, this leads to prepare the evacuation or transshipment of passenger trains stopped on the line in parallel with any other solution. This procedure must be pursued until its completion or until the train concerned can resume its course in satisfactory conditions.

7.1.2.6 Accident emergencies

In the case of serious rail accidents with victims, a special system is set up to inform relatives, in conjunction with public authorities.

The *psychological counselling* of RU customers shocked following a serious event that occurred when they were either travelling onboard a train or in a station (violent robbery, personal accident, attack, etc.) is ensured by a service provider hired by SNCF Réseau.

Finally, SNCF Réseau deploys a training course for RU, SM and IM volunteers in view of arranging a relatives room on designated sites, if required (see Article 7.2.2).

7.1.3 Continuous improvement

This component aims to ensure the two previous components regularly integrate the lessons learnt.

7.1.3.1 Feedback

Following production crises that have affected the railway system, either SNCF Réseau or the relevant parties that have signed up to the mechanism may request the initiation of feedback. The latter aims to seek collective responses adapted to the issues encountered, and does not aim to establish personal responsibilities and failures. The corresponding measures are then integrated, as needed, in the documentation or reference frames of the crisis room actors.

7.1.3.2 Sharing good practices

This may translate by check-lists established to handle the main types of incident and distributed to the crisis rooms.

7.1.3.3 Continuous management

This may be conducted through periodical management and information-sharing telephone conferences aimed at the reference persons appointed by the RUs, SMs and IMs

7.2 Scope of the optional services

7.2.1 Additional training

SNCF Réseau can provide additional training on the operational crisis management system, on request from the RUs, SMs and IMs that have signed up to the crisis management coordination mechanism. In this case, SNCF Réseau shall draw up the specifications and issue the corresponding quotation for these training sessions.

7.2.2 Relatives room

In the case of a serious rail accident with victims, a specific room can be opened to receive and inform the relatives of the victims. This room is activated by SNCF Réseau as soon as the RU concerned by the accident provides at least five trained volunteers (including one room leader) on the appointed location.

ARTICLE 8 – OBLIGATIONS OF SNCF RESEAU AND ITS CUSTOMERS

Crisis coordination and management is a collaborative process led by SNCF Réseau, in its own interest as well as in the interest of all RUs running on the NRN, along with the other IMs and the Station Manager.

8.1 Obligations of SNCF Réseau

SNCF Réseau shall:

- Lead the three crisis management components (preparation, operational coordination and continuous improvement), such as set out under Article 7.1;
- Organise a quarterly monitoring committee. The latter brings together all the RUs, SMs and IMs that have signed up to the mechanism; it seeks to share the work completed and coming developments. Once a year, this committee shall ensure the Contract monitoring;
- Set up a one-stop shop for all questions pertaining to crisis coordination and management (GUICHET-CGSC@reseau.sncf.fr)
- Ensure operational monitoring of services by:
OPERATIONS AND PRODUCTION GENERAL MANAGEMENT –
OPERATIONS AND SERVICES DEPARTMENT –
Euroalsace, 21 rue d’Alsace – 75010 PARIS
<https://wiki-operations.sncf.fr/>

As regards the preparation component set out under Article 7.1.1, SNCF Réseau shall:

- define the methodology to draw up the BCPs and SCENARIOS and communicate this to the RUs, SMs and IMs that have signed up to the mechanism;
- draw up and communicate the list of BCPs and SCENARIOS to be drafted or updated over the period to come;
- ensure the consistency of the measures considered by the RUs among each other and with its own measures.

As regards the operational coordination component set out under Article 7.1.2, SNCF Réseau shall:

- define the common principles for operational coordination (levels of severity, standards, etc.);
- provide suitable premises (crisis rooms) equipped for operational coordination.

8.2 Obligations of the RUs, SMs and IMs that have signed up to the mechanism

RUs, SMs and IMs that have signed up to the mechanism have an obligation to cooperate as regards the system managed by SNCF Réseau.

This obligation translates as follows:

- Each RU/SM/IM shall appoint a reference person for each aspect of the crisis coordination and management, at both national and regional levels;
- Each RU/SM/IM shall implement the anticipation measures recommended by SNCF Réseau concerning it, and communicate these measures to the latter (especially for the processes set out under § 3.1);
- Each RU/SM/IM shall appoint a representative for each regional and national operational crisis room (this appointment may consist in a regularly communicated on-call cycle) having the required skills to fulfil his/her duties, as well as authority over the production resources (equipment, traction units, etc.) of the RU/IM, and the required ability to make decisions;
- Each RU/SM/IM shall take part in the feedback concerning it directly;

Should the RU/SM/IM fail to appoint a representative or the latter not be present, the RU/SM/IM cannot rely on this absence to challenge the decisions taken by the different bodies envisaged the crisis coordination and management system.

ARTICLE 9 – GOVERNANCE

9.1 Determining the contacts

The Customer undertakes to ensure the cooperation of both its personnel and that of all third-party service providers the intervention of which is required to perform the services under this Contract.

It commits in this respect to implement the internal Contract and operational monitoring structures and ensure these remain in place for the term of the Contract

For the proper completion of the coordination mission, each Party must communicate to the other the name of its appointed representative(s) to be the privileged contact person(s):

- to monitor the Contract,
- to represent it in the crisis room at national level (CNOF, System National Room).

The list of contacts and managers of each Party is set out in the appendix to the specific Contract. For SNCF Réseau, the Crisis Coordination and Management one-stop shop (CGSC), the contact details of which are laid down in the Special Terms and Conditions, is in charge of the Contract and ensures its monitoring.

Each Party can unilaterally replace one or more of its reference persons by communicating this information in writing to the other Party, by email at least eight (8) days in advance.

Each Party shall undertake to keep the list of contact persons concerned by the crisis coordination and management service up to date.

The representatives must be reachable in permanence for the whole performance of the Contract, and must be authorised to take the decisions under their scope on behalf of the Party they represent.

Each contact person and manager of each Party must also apply Article 10 “Confidentiality – Data Protection” under these General Terms and Conditions.

9.2 Monitoring the contract performance

At least one annual meeting shall be organised among the parties that have signed up to the SNCF Réseau initiative, as part of the continuous improvement process. It shall be organised within the monitoring committee set out under Article 8.1 of this Contract.

All meetings required the applicant’s sending of an agenda and SNCF Réseau’s drafting of minutes.

ARTICLE 10 – ACCESS TO THE CUSTOMER’S DATA AND INFORMATION SYSTEMS

The Customer commits to make available to SNCF Réseau, free of charge and as soon as possible, all the data and software required or useful to SNCF Réseau to perform the services set out under the Contract.

The Customer commits to perform all the administrative formalities required in order for SNCF Réseau to use the files and data it owns, such as any declarations to the CNIL for personal data files, where applicable.

The list of software made available to SNCF Réseau for the needs of performing its service shall be communicated by mail.

This software shall be made available to SNCF Réseau, subject to the agreement of the intellectual property rights owner whenever the Customer does not own these. In this case, the Customer commits to obtain from the rights owners concerned all the required authorisations in order for SNCF Réseau to be able to legally use this software for the purposes of the Contract.

Any software of which the attached intellectual property rights are owned by the Customer shall remain the latter's exclusive property. The Customer shall grant SNCF Réseau the right to use this software for the sole purpose of performing the services set out under the Contract, free of charge and for the whole duration of the Contract's performance, over the latter 's geographic scope.

Moreover, SNCF Réseau commits to comply with all conditions for use of the software issued by the Customer or the suppliers/publishers of said software that were communicated to SNCF Réseau beforehand.

ARTICLE 11– ORDERING TERMS AND CONDITIONS

11.1 Process

The Customer must communicate any service order or request for information to the CGSC One-Stop Shop, the contact details of which are laid down in the Special Terms and Conditions (Appendix 3.7.2 to the Network Statement). Any requests made via other contacts within SNCF Réseau shall not be considered.

The request must be made in writing and include the following elements:

- For Railway Undertakings, a declaration of the number of provisional km-train in order to determine the sections applicable to the Customer;
- Any order for optional service(s).

The one-stop shop acknowledges receipt of the order.

Upon the signature of the Contract, the basic Service shall take effect on 1 January 2020, provided it was ordered in compliance with the schedule set out under Article 11.2.

The implementation of the basic Service is preceded by an informative session for the Customer, carried out by the CGSC One-Stop Shop, during a meeting arranged by the Parties. SNCF Réseau shall offer several dates to the Customer for this informative session. The Customer shall indicate to the CGSC One-Stop Shop the name(s) of its representative(s) in charge of attending this session.

11.2 Schedule

The request must be made between 1 October and 30 November preceding the year during which the Customer wishes to benefit from the services.

ARTICLE 12 – CHARGING

12.1 General principles

The economic model of the service for the coordination and management of crisis situations relies on the principle of a full cost charging logic.

The contributions to covering the costs of the system are as follows:

- 45% for IMs including SNCF Réseau, distributed to the prorata of kms of the lines
- 45% for RUs using the NRN, distributed among the companies to the prorata of the traffic declared,
- 10% for the Station manager based on a flat fee.

The provision of the crisis coordination and management service by SNCF Réseau to its customers is charged individually in accordance with the prices set out in Appendix 6.5 to the Network Statement.

12.2 Amount: special case of RU Customers

As crisis situations are not predictable, yet strongly linked to the volume of traffic, the price for the service performed depends on the train-kilometre volume (tkm) implemented by each Railway Undertaking on the NRN. Moreover, the type of crisis coordination and management service, different according to the Passenger or Freight transport modes (coordination of the management, information, transshipment and sanitary aspects), justifies the implementation of a reduction factor of 50% for the transport of goods by rail.

The estimated volume shall be declared by each RU wishing to sign up to the system and benefit from the coordination service.

In order to simplify the declaration and estimate the price for the service, the railway undertaking must indicate the tkm volume under the form of a multiple of 100,000 tkm sections, each started sections being due.

The RU must declare to SNCF Réseau any discrepancy in the tkm volume implying a change to the number of sections invoiced at the latest on 1 March 2020. The final tkm volume shall be established based on the charges invoiced by SNCF Réseau.

Failing any modification to the declaration on this date, the tkm volume is deemed corresponding to the initial declaration.

In any case, SNCF Réseau shall check the exactness of the tkm volume declared by the RU.

The price per 100,000 tkm section applicable for 2020 is published under Appendix 6.5 to the Network Statement.

ARTICLE 13 – INVOICING

13.1 Billing methods

The basic service is billed by SNCF Réseau on a half-yearly basis, in advance. Consequently, invoices shall be issued

- on 1 January 2020 for the period running from 1 January to 30 June 2020,
- on 1 July 2020 for the period running from 1 July to 31 December 2020.

Any optional services requested by a Customer shall be invoiced as and when ordered.

For Railway Undertakings, the basic Service shall be invoiced based on the initial declaration. If the RU issues a declaration involving a change to the number of sections invoiced, or if SNCF Réseau observes that the declaration of the RU shows a discrepancy with the tkm volume actually run involving a change to the number of sections invoiced, SNCF Réseau shall issue a corrective invoice within the month following said declaration or observation.

Invoices drawn up by SNCF Réseau must be paid in euros by the Customer no later than the due date indicated on the invoice, i.e. 40 days after the invoice's date of issue.

The Customer may contest invoices issued by SNCF Réseau within one year of their due date by registered letter with acknowledgement of receipt, in accordance with the procedure described in Appendix 7 to the Network Statement.

It is also stipulated that SNCF Réseau may, in the event of an error, issue supplementary invoicing within one year from the invoice's date of issue, upon presentation of the relevant supporting documents and specifying the amount of the supplementary invoicing.

The invoice shall be considered as a call for funds.

All invoices issued in application of the Contract shall include all taxes on sales (including VAT), whenever these are payable, as well as any other tax resulting from the service performed, in compliance with the applicable regulation.

The invoices issued by SNCF Réseau shall distinguish between the charge due for the services pertaining to the basic Service and that applicable to the optional Services.

The Customer commits to pay the charge for the services along with the corresponding taxes (VAT to date). The Customer's invoices are paid by bank transfer.

Invoices shall be sent to an address indicated by the Customer.

The Customer shall notify SNCF Réseau of any change to its invoicing address. This change takes effect on the 1st of the second month following SNCF Réseau notification.

Article 13.2 Late payment or non-payment

If no payment has been effectuated within 40 days of the invoice's date of issue,

- the due amounts are increased as of right, and without the need for formal notice, late payment interest being equivalent to the interest rate of the main financing facility applied by the European Central Bank in force at the invoice's date of issue, plus ten percentage points, without being less than three times the legal interest rate. This penalty is calculated per late day from the due date until the actual payment date of the amounts due.
- the Customer shall also pay SNCF Réseau a flat-rate compensation of 40 (forty) euros for recovery costs, in accordance with the provisions of Article D.441-5 of the Commercial Code introduced by Decree No. 2012- 1115 of 2 October 2012 fixing the amount of flat-rate compensation for recovery costs in commercial transactions provided for in Article L. 441-6 of the Commercial Code.

In the event that there is a difference of more than two business days between the date of issue and the delivery date of the invoice and if the Customer pays after the due date, late day penalties related to the difference between the aforementioned dates will not be applied.

Whenever the Customer is in arrears for two successive instalments, the Contract shall automatically be terminated by SNCF Réseau after its formal notice to pay (sent by registered letter with acknowledgement of receipt) has remained ineffective for 15 calendar days after its receipt by the Customer.

ARTICLE 14 – SETTLEMENT

14.1 Terms of payment

The payment must be made within thirty (30) calendar day's maximum starting from the issue date of the invoice as set out on the invoices sent by SNCF Réseau.

SNCF Réseau shall not grant any discount for early settlement.

The payments must be made by bank transfer to the credit of the bank account set out on the invoice and recalled in Appendix II, and must include as reference "Service for the coordination and management of crisis situations".

14.2 Interests on arrears

The payment shall be considered as made once the bank account of SNCF Réseau, mentioned on the invoices, has been credited.

If settlement is not made with the deadline stipulated, the Customer shall be liable to SNCF Réseau for late payment interests. Late payment interests are rightfully due from the day following the due date (invoice date + 30 days), without the necessity of a reminder.

The interest rate to be used for the calculation is that applied by the European Central Bank to its most recent refinancing operation, plus ten percentage points, this rate must not be less than three (3) times the legal rate of interest in France.

The late payment interests are calculated as follows:

$$I = M \times T \times N/A$$

I: represents the amount of late payment interests;

M: represents the amount incl. tax settled late;

T: represents the interest rate

N: the number of days the payment is delayed included between the date payment was made and the deadline for payment + one (1) day;

A: represents the number of days in the calendar year.

Invoices for late payment interest are due on receipt.

In the case of a payment incident due to the Customer (failure to pay within the set time frame under the Contract), SNCF Réseau reserves the right to suspend the performance of the contentious service and/or, where applicable, on the expiry of a period of fifteen (15) days starting from the receipt of a formal notice to pay which remained unheeded, to rightfully terminate the Contract. Should the Contract be terminated early, any amount due by the Customer including payment conditions, shall become immediately due.

In any case, SNCF Réseau reserves the right to condition the performance of any new service (or the continuation of the Contract) to a prior cash payment.

In compliance with the applicable law, any Customer in a late payment situation, shall by right owe SNCF Réseau a flat fee compensation for recovery costs to the amount of forty euros (€40).

If the recovery fees incurred are above the amount of this flat fee compensation, SNCF Réseau may request additional compensation on justification.

ARTICLE 15 – LIABILITY

15.1. Liability of SNCF Réseau with regard to the Customer

The service under this Contract aims to coordinate crisis management. It does not aim to replace the RUs and other IMs in fulfilling the duties and responsibilities falling upon them under the railway laws and regulations, in particular as regards rail traffic security and the

management of disrupted situations. SNCF Réseau's liability for the performance of its duties is therefore that of a service provider subject to an obligation of means.

SNCF Réseau shall be liable for damage of any kind caused to the Customer, its agents and customers attributable to it or any persons it is liable for, or caused by any item under its custody, or when said damage is due to its failure to comply with any obligations under this Contract.

In this respect, SNCF Réseau commits to:

- refund the Customer any amounts the latter was required to pay to one or more of its employees due to any damage caused by it or by any person it is liable for,
- offer compensation for the prejudice personally suffered by the Customer due to the faults, errors or negligence attributable to SNCF Réseau or any person it is liable for,
- offer compensation for any consequences the Customer may be held liable for towards any contractor in the case of an faults, errors or negligence attributable to SNCF Réseau or any person it is liable for, In this case, SNCF undertakes to guarantee the Customer against any proceedings or claim that may be exercised against the Customer and its insurers, where applicable, by any person whatsoever, within the limits of the liability and compensation conditions the Customer contracted with its own contractors.

15.2 Liability of the Customer with regard to SNCF Réseau

The Customer shall assume liability for any damage whatsoever caused to SNCF Réseau, its agents, service providers or customers, the damage is caused by its fault, or the fault of any person for whom it is liable, or by any item in its custody, or if said damage results from non-compliance with the obligations set out under this Contract.

In this respect, the Customer commits to:

- reimburse SNCF Réseau any amounts it may have been required to pay to one or more of its staff members due to damage caused by its fault or the fault of any person for whom it is liable.
- offer compensation for the prejudice personally suffered by SNCF Réseau due to the faults, errors or negligence attributable to the Customer or any person for whom it is liable,
- offer compensation for any consequences SNCF Réseau may be held liable for towards any contractor in the case of an faults, errors or negligence attributable to the Customer or any person for whom it is liable. In this case, the Customer undertakes to guarantee SNCF Réseau against any proceedings or claim that may be exercised against SNCF Réseau and its insurers, where applicable, by any person whatsoever, within the limits of the liability and compensation conditions SNCF Réseau contracted with its own contractors.

15.3. Mutual waiver of compensation

The Parties mutually waive any compensation for damage amounting to less than ten thousand euro excluding taxes (€10,000 ex. VAT) per event, whatever the type of prejudice.

In the case of damage amounting to more than ten thousand euro excluding taxes (€10,000 ex. VAT), whatever the type of prejudice, only the share of prejudice exceeding ten thousand euro excluding taxes (€10,000 ex. VAT) shall be compensated for.

Each Party waives all recourse it may rightfully exercise against the other party, its agents or the persons it is liable, and any insurers it may have, for:

- physical injury amounting to more than one million five hundred thousand euros excluding taxes (€1,500,000 ex. VAT);
- material damage amounting to more than one million five hundred thousand euros excluding taxes (€1,500,000 ex. VAT);
- consecutive immaterial damage amounting to more than one million five hundred thousand euros excluding taxes (€1,500,000 ex. VAT).

Each Party expressly waives all recourse it may rightfully exercise against the other Party, its agents or the persons it is liable, and any insurers it may have, for any damage non-consecutive to a physical injury or material damage.

Each Party undertakes to obtain from its insurers the same waivers of recourse towards the other Party and its insurers.

15.4 Liability with regard to third parties

Each Party is liable towards third parties under common law conditions.

As a consequence, if a third party, having suffered a prejudice from one of the Parties, exercised a recourse against the other Party, the Party liable shall guarantee the other against any recourse, and undertakes to accept the appeal from the party who received the claim.

ARTICLE 16 – TERMINATION

16.1 Termination for breach

In the event of serious or repeated failure on the part of one of the parties to the contract to meet any one of its essential obligations under the laws and regulations in force or under the terms of the contract, the other party may serve notice by means of a registered letter with acknowledgement of receipt demanding that an end be put to such failure within a maximum of 15 days and that all measures be deployed to ensure that such behaviour not recur.

If at the end of this period the situation has not been put to rights or if suitable arrangements have not been adopted to this end, the other party may rightfully terminate the Contract, without prejudice to all the damages and interest it may be entitled to claim.

16.2 Termination of the basic Service

The Customer may terminate the Contract, by means of a registered letter with acknowledgement of receipt, if it no longer wishes to use the basic Service performed by SNCF Réseau, subject to the provision of one month's notice and the complete settlement within this period of all sums due to SNCF Réseau on the date on which such termination shall take effect.

16.3 Termination of the optional Services

The Customer may terminate its subscription to one or both optional Services performed by SNCF Réseau, by means of a registered letter with acknowledgement of receipt, subject to the provision of one month's notice and the complete settlement within this period of the sums due to SNCF Réseau on the date on which such termination shall take effect. The termination of the optional Services does not entail the termination of the Contract.

ARTICLE 17 – INSURANCE

The Parties commit to take out an operations and professional liability insurance policy, with an insurance company known to be solvent.

This policy must be taken out to a sufficient amount of capital, which must in no case amount to less than:

- one million five hundred thousand euros excluding taxes (€1,500,000 ex. VAT) per claim for physical injury,
- one million five hundred thousand euros excluding taxes (€1,500,000 ex. VAT) per claim for material damage,
- one million five hundred thousand euros excluding taxes (€1,500,000 ex. VAT) per claim for immaterial damage consecutive to physical injury or material damage.

The Parties commit in advance to bear personally and directly the risks they are liable to in the absence of a guarantee or should it be insufficient.

This policy must be coupled with waiver of recourse clauses for the Party and its insurers against the other Party, its agents and insurers, as set out under Article 15.

Moreover, the Parties shall personally undertake to take out any insurance policy aimed at covering their own assets as well as any assets that may be under their custody for any reason.

Each Party shall bear alone the insurance premiums and deductibles provided for under each of its policies.

The Customer must submit to SNCF Réseau a document certifying the existence of the insurance policy taken out, at the latest fifteen (15) calendar days following the request of SNCF Réseau.

ARTICLE 18 – CONFIDENTIALITY AND DATA PROTECTION

Article 18.1 Confidentiality

Without prejudice to the exchange of information strictly necessary between SNCF Réseau and the Customers as part of the meetings held to draw up this contract, both SNCF Réseau and the Customers undertake not to disclose to any third party, in any form, spoken or written Confidential Information, regardless of the medium (specifically, paper, electronic or digital storage device).

"Confidential information" shall be taken to mean:

- the content of the Contract;
- any document or information disclosed by a Party during the period of validity of the Contract, regardless of the medium (verbal, written, digital, etc.), including, without limitation, all information, documents or data whether economic, technical, commercial, operational, strategic or other in nature, concerning the activity, customers, operational processes or methods, current or future of the Customer and of SNCF Réseau and any disputes that might arise between the Parties regarding this Contract and its execution, and any document or information labelled as such by either Party.

Both for the service ordering phase and the execution of this Contract and for two (2) years following the expiry of the contract (regardless of the reason), the Parties mutually undertake, with regard to Confidential Information received from the other Party:

- to protect it and keep it strictly confidential;
- not to disclose it to third parties without the explicit prior written consent of the other Party;
- only disclose it to member of their staff (employees, subsidiaries or service providers, including subcontractors) to whom this disclosure is necessary for the execution of the Contract;
- to limit its use to what is strictly required for the execution of the Contract obligations.

Therefore, the Parties shall take all necessary steps to ensure that any of their employees, managers, administrators, personnel and service providers who may have knowledge of Confidential Information as part of their duties are informed of this confidentiality requirement and comply with its content.

All Confidential Information, regardless of form and medium, communicated between the Parties shall remain the property of the Party that disclosed it.

These provisions shall not apply to information which:

- has fallen into the public domain (through no fault of the recipient);
- was communicated by a person authorised to do so, without any confidentiality obligation or prohibition from disclosing it;
- was already known to the recipient in good faith before being communicated as part of the Contract. This knowledge must be proven by the existence of appropriate documents within the recipient's files;
- has been disclosed to a third party or a public authority in accordance with legal or regulatory requirements or in execution of a court order. Specifically, the duty of confidentiality shall not apply in the event that the information or the document is revealed to exercise its rights or claims before the Railway and Road Regulation Authority, the competition authority or any other court.

18.2 Data protection

Any information transferred by the Customer to SNCF Réseau concerning its own customers or employees and kept in SNCF Réseau's files for the performance of the Contract shall only be transferred to the agents and/or service providers of SNCF Réseau authorised to know it in the strict context of the performance of the Contract as well as under the declaration made to the CNIL by SNCF Réseau.

Each Party shall undertake to comply with Law No. 78-17 of 6 January 1978 concerning information technology, files and liberties.

19 – DISPUTE RESOLUTION/APPLICABLE LAW

Any dispute between the Parties due to the Contract or within its context, in particular regarding its interpretation, execution, non-performance or termination, and which cannot be resolved amicably within a period of three (3) months from its occurrence will be subject to the jurisdiction of the Courts of Paris. These General Terms and Conditions are governed by French law.

ARTICLE 20 - ENTIRETY

The provisions of the Contract express the entirety of the agreement between the Parties and establish the rights and obligations of each Party under the Contract. It takes precedence over all written or verbal agreements, all correspondence or proposals, as well as any other provision contained in documents that may have been previously exchanged between the Parties related to the purpose of the Contract.

ARTICLE 21 – INVALIDITY

If one or more of the Contract's stipulations are held to be invalid or declared as such pursuant to a law, a regulation, or following a decision that has become final pronounced by a competent court, the other stipulations will retain all their strength and enforceability unless they cannot be dissociated.

Appendices

Appendix I: Bank details of the One-Stop Shop for the Coordination and Management of Crisis Situations

Appendix II: List of crisis rooms

Appendix III: The levels of severity of incidents

Appendix I: Bank details of the One-Stop Shop for the Coordination and Management of Crisis Situations

Account holder: SNCF RESEAU péages

Domiciliation: PARIS OPERA

Bank code: 30003

Account number: 03620 00020216907

Complete account number: 50

National rail network statement
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Appendix 3.7.1

IBAN: FR76 30003 03620 00020216907 50

BIC ADDRESS SWIFT: SOGEFRPPHPO

Appendix II: List of crisis rooms

Erreur ! Liaison incorrecte.

Appendix III: The levels of severity of incidents

		Associated situation
INTENSITY	6	MAJOR RAIL ACCIDENT Death of passenger(s) on the NRN (except for proven cases of suicide).
	5	RAIL ACCIDENT Passenger(s) injured on the NRN (except for proven cases of suicide).
	4	MAJOR PRODUCTION INCIDENT Impossibility of transporting all customers (passenger pick-up impaired).
	3	SIGNIFICANT PRODUCTION INCIDENT All customers transported, with long delays.
	2	ONE-OFF PRODUCTION INCIDENT All customers transported, some with considerable delays.
	1	DISRUPTION All customers transported, with slight delays.
	0	NORMAL SITUATION All customers transported in normal conditions.

Appendix 3.7.2

MODEL OF SPECIAL TERMS AND CONDITIONS FOR THE COORDINATION AND MANAGEMENT OF CRISIS SITUATIONS SERVICE

BETWEEN

SNCF RESEAU SA*, entered on the Bobigny Trade and Companies Register under No. B 412 280 737, with registered headquarters at 15-17 rue Jean-Philippe Rameau, CS 80001, 93418 La Plaine Saint-Denis Cedex, represented by Jean GHEDIRA, General Manager - Clients and Services,

Of the first part,

AND

THE CUSTOMER, hereinafter referred to as "customer name" with a share capital of €....., registered at (*City*) under the number, with its registered office located at (*address*), represented by (*surname, first name and position of the signatory*),

Of the second part,

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

The following has been agreed:

*As of 1 January 2020, SNCF Réseau will become a public limited company with public capital. The Infrastructure Manager shall remain a public industrial and commercial undertaking during the 2020 timetable between 15 December 2019 (at 00:00) and 31 December 2019. This change of legal form does not affect in any way the provisions of these Special Terms and Conditions to the contract for the use of the infrastructure.

With regards to the Transport Code and in particular Article L.2111-9 therein;

With regards to Decree **[TO COME]**;

With regard to the Network Statement for the 2020 Timetable and in particular Article 5.4.1.4 therein;

With regards to the General Terms and Conditions for the coordination and management of crisis situations for the year 2020, appended to the Network Statement;

FOREWORD

The Customer communicated to SNCF Réseau its wish to benefit from the Coordination services such as described in Decree **[TO COME]** and under Article 5.4.1.4 of the Network Statement for the 2020 Timetable.

These Special Terms and Conditions aim to define the terms and conditions for the performance of the Service, within the framework of the applicable regulation, the provisions of the Network Statement and the General Terms and Conditions appended thereto.

All the provisions hereinafter complete those set out under the General Terms and Conditions for the coordination and management of crisis situations, as appended hereinafter. They form the “Contract” within the meaning of Article 2 of the General Terms and Conditions.

IT IS UNDER THESE CONDITIONS THAT THE PARTIES HAVE AGREED TO THE FOLLOWING

ARTICLE 1 – PURPOSE

These Special Terms and Conditions aim to define the terms and conditions for the performance of the basic service for the coordination and management of crisis situations by SNCF Réseau from 1 January to 12 December 2020, as well as those for any optional services requested by the Customer.

In application of Article 4 under the General Terms and Conditions, the Contract shall take effect as of 1 January 2020.

The coordination service is performed by SNCF Réseau for the Customer in compliance with Article 5.4.1.4 of the Network Statement and with the General Terms and Conditions for the coordination and management of crisis situations.

The Customer has therefore communicated to SNCF Réseau its wish to benefit from the Basic Service, such as set out in the General Terms and Conditions for the coordination and management of crisis situations, appended to the Network Statement, in order to improve the resumption of normal operations in the event of a disruption occurring between 1 January and 12 December 2020.

ARTICLE 2 – FINANCIAL PROVISIONS FOR THE SERVICES PERFORMED

The Basic Service shall be billed on a half-yearly basis, in advance. Should the Customer order any optional Services from SNCF Réseau, such as set out under Article 7.2 of the General Terms and Conditions, the invoice issued must, in any case, make a distinction between the charge due for the Services pertaining to the Basic Service and that applicable to the Optional Services.

[If the Customer is a Railway Undertaking]

The Basic Service shall be invoiced to the estimated volume of trains-kilometres (tkm) declared by the Customer.

The price per 100,000 tkm section applicable between 1 January 2020 and 12 December 2020 is published in Appendix 6.5 to the Network Statement for the 2020 Timetable.

The Parties commit to apply the final price established for the period covered by the Contract.

Where applicable, an adjustment shall be made for invoices already issued and paid by the Customer.

The proposed price per 100,000 tkm section is valued for the period covered by the Contract at

[PRICE TO BE COMPLETED IF FREIGHT RU] euros per section for freight transporters

[PRICE TO BE COMPLETED IF PASSENGER RU] euros per section for passenger transporters.

The estimated train-kilometre volume declared by the Customer is of:

[NUMBER OF TRAINS-KILOMETRES DECLARED]

The amount due by the Customer in exchange for the performance of the services ordered and set out under this Contract is of

[CALCULATED PRICE TO BE ENTERED] euros ex. VAT for the Basic Service.

[If the Customer is an Infrastructure Manager other than SNCF Réseau]

The Basic Service shall be invoiced to the prorate of the kms of line managed.

The prices applicable between 1 January 2020 and 12 December 2020 are published in Appendix 3.7.1 to Article 12.1 of the Network Statement for the 2020 Timetable.

In this respect, in compliance with the financial burden borne by rail infrastructure manager(s), **[CUSTOMER NAME]** shall pay its share to the amount of kilometres of line operated and owned by it.

For the period from 1 January to 12 December 2020, the amount due by the Customer in exchange for the performance of the services ordered and set out under this Contract is of:

[CALCULATED PRICE TO BE ENTERED] euros ex. VAT for the Basic Service.

[If the Customer orders one or two optional Services]

The optional Service(s) is/are invoiced as and when ordered, according to the need expressed by **[CUSTOMER NAME]**.

- Additional training sessions

The scope of additional training sessions shall be set out in specifications and communicated by SNCF Réseau.

The price for each additional training session shall be communicated by SNCF Réseau in the corresponding quotation.

- Relatives room

In the case of a serious rail accident with victims, a specific room may be opened to receive and inform the relatives of the victims, provided **[CUSTOMER NAME]** makes available to SNCF Réseau five (5) trained volunteers (including the room leader).

The price to activate a relatives room shall be communicated by SNCF Réseau in the corresponding quotation.

ARTICLE 3– TRANSMISSION OF THE INVOICES

In application of Article 13 of the General Terms and Conditions, the invoices for the Basic Service shall be issued

- on 1 January 2020 for the period running from 1 January to 30 June 2020,
- on 1 July 2020 for the period running from 1 July to 12 December 2020.

All invoices shall be sent to the Customer by simple letter at the following address:

**[Customer name
Customer's address]**

ARTICLE 4– ELECTION OF DOMICILE

SNCF Réseau is based at

174 avenue de France
75013 PARIS

The customer is based at

[Customer's address]

For the Customer For SNCF Réseau

[Name of Representative]

Jean Ghedira

Appendix 1: General Terms and Conditions for the Coordination and Management of Crisis Situations