

APPENDIX 3.2.3

SPECIAL CONDITIONS FOR USE OF CANIF BADGES AND AUTHORISATIONS

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As part of a security system that SNCF Réseau have implemented for accessing certain sites, a CANIF badge with associated access rights is issued to railway undertakings (RU) who request it from SNCF Réseau for the requirements related to the performance of services that SNCF Réseau have awarded on one or more secure sites. A list of sites concerned by the CANIF service is appended to this document, supplemented by the more detailed information that can be accessed through the [Customer and Partner Portal](#).

This system is proposed by SNCF Réseau in accordance with the infrastructure usage contract concluded with the requesting RU, and is executed by SNCF Réseau when access is via the national rail network, and with SNCF Voyageurs when access is via SNCF Voyageurs installations.

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

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

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

ARTICLE 1 – TERMS AND CONDITIONS OF ORDERING

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

This name badge is personal and is manufactured at the RU's request, its issuance being subject to SNCF Réseau's prior processing and validation of the requested access conditions.

The CANIF access request (creation of a badge and authorisation) for a given site must be addressed to SNCF Réseau's dedicated national account manager (or, in the absence of an identified contact person, to the One Stop Shop).

The RU must send a badge and authorisation request form (template available on the [Customer and Partner Portal](#)) containing the following information:

- name of the applicant RU;
- number of badges;
- precise location of the site(s);
- identity of the badge holders;
- start and end dates for the use of the badge (validity period of the authorisation);
- shipping address for badges.

The RU must also provide:

- an identity photo of the agent receiving the CANIF badge in accordance with official standards;
- a sworn statement, written, by which it guarantees the accuracy of the above information.

The badge will be sent to the requesting company within six (6) weeks from the reception date of the badge application and subject to its completeness.

ARTICLE 2 – DURATION OF VALIDITY

2.1. Except when a specific duration is defined by the RU when ordering, the duration of the access rights

resulting from the authorisation is fixed on the duration of the Contract for the use of national rail network infrastructure concluded with SNCF Réseau for which CANIF access constitutes an accessory benefit.

2.2. Unless the RU formulates a cancellation request within the last 2 months of the timetable, the authorisations associated with a badge will be automatically extended for the new timetable.

ARTICLE 3 – PAYMENT

For the 2022 timetable, the pricing and invoicing of the fees for secure access to "Canif badge" service facilities (the annual fee for using the nominative badge, the rate corresponding to the modification of an authorisation or cancellation of authorisations and the rate for producing and issuing a nominative badge) are suspended for badges ordered and returned during the 2022 timetable. The link between the operating processes and the costs for all stakeholders remains to be determined in order to ensure the coherence of the overall mechanism.

If the National Rail Network can only be accessed through SNCF Voyageurs facilities, a prior joint inspection and a prevention plan must be implemented for an amount indicated in the SNCF Voyageurs reference offer for the 2022 timetable available on the Railway Undertakings Services Platform website (unless it has already performed on the related site for the requesting RU), updated annually.

ARTICLE 4 – TERMS OF PAYMENT

Reserved.

ARTICLE 5 – CONDITIONS OF USE FOR THE BADGE

5.1. Only authorised and named persons are allowed to use the badge.

5.2. Any person authorised to access the site must be able to prove his identity by any appropriate means.

5.3. If the badge malfunctions or in the case of an access irregularity, the RU must inform the site representative and the SNCF Réseau dedicated national account manager (or, in the absence of an identified contact person, the SNCF Réseau One Stop Shop).

If the badge malfunction is not the result of incorrect RU use, a new badge with the required authorisations will be produced and sent to the RU within 6 weeks from the receipt of the application.

5.4. Any fraudulent use of the badge (falsification or counterfeiting) that is discovered during a check entails the immediate termination of the RU's access rights and the withdrawal of the said badge, without prejudice to possible legal proceedings.

5.5. Any irregular use of the badge by a person other than the one identified that is discovered during a check entails the immediate withdrawal and cancellation of the said badge as well as an investigation of the concerned RU, without prejudice to possible legal proceedings.

ARTICLE 6 – MODIFICATION OF THE BADGE AUTHORISATION

The RU must contact SNCF Réseau's dedicated national account manager (or, in the absence of an identified contact person, the One Stop Shop) to process any modification request concerning the authorisations, including (non-exhaustive list): change of site and/or access, cancellation or addition of one or more authorisations on the same badge.

The RU must specify the type of modification as well as the desired activation date.

The modification will be effective within 7 days of the reception of the RU request.

ARTICLE 7 – LOSS OR THEFT

7.1. The RU must immediately inform the SNCF Réseau national account manager of any loss or theft of badges.

7.2. Use of the old badge will be blocked and if found must no longer be used by the holding RU, which undertakes to hand it back to SNCF Réseau.

7.3 The RU will have to repeat the procedure described in article 1 "Terms and Conditions of Ordering" of these Special Conditions to obtain a new badge and access rights.

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

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

8.2. The cancellation takes effect on the first day of the month following this request. The cancellation results in the RU returning the badge to SNCF Réseau.

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

9.1. The contract is automatically terminated by SNCF Réseau for the following reasons:

- in the event that the Contract for the use of the National Rail Network infrastructure between SNCF Réseau and the RU is cancelled, for which this service is incidental;
- in the established case of fraudulent badge use;
- in the event of non-payment which the RU has not remedied 15 days after the end of the Timetable;
- in the event that RU breaches its obligations in respect of the access to the national rail network which it has been granted, and in particular to these Special Conditions of Use.

9.2. Any user whose badge has been cancelled must return it to their identified SNCF Réseau contact person (or failing that to the One Stop Shop) as soon as they receive the SNCF Réseau letter notifying them of the cancellation.

ARTICLE 10 – RU LIABILITY

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

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

or improper use of the badge or authorisation by its staff and agents.

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

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

ARTICLE 11 – MISCELLANEOUS PROVISIONS

11.1. The RU may contact SNCF Réseau's sales department for any questions relating to the monitoring and execution of the supply contract and/or the use of the badge and authorisation.

11.2. Disclosure requirements with regard to listed personnel

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

- identity of the RU personnel (or agents) who hold a badge;
- photocopy of proof of identity for designated personnel (or agents).

The collected data is subject to automated processing whose purpose is the management of CANIF access rights. Data relating to the movements of RU personnel (or agents) is necessarily and compulsorily collected during the passage and validation of the badge and is processed for data management purposes, in particular for the detection of fraud.

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

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

To exercise these rights, requests must be addressed to:

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

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

ARTICLE 12 – DETERIORATION OF THE BADGE AND PRECAUTIONS OF USE

In order to ensure that full access rights are maintained and the badge functions correctly, RU personnel and badge users must not twist, bend, or cut the card, submit it to high or low temperatures, electromagnetic effects, high humidity, or any other treatment that could obviously damage the correct function of the badge.

ARTICLE 13 – APPLICATION OF SPECIAL CONDITIONS OF USE

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

APPENDIX – LIST OF SITES

APPENDIX: List of EIC / Sites / Access

The list of EIC, sites and other accesses may be consulted on the [Customer and Partner Portal](#).