

AGREEMENT ON THE INTERCONNECTION OF RAIL INFRASTRUCTURE NETWORKS BETWEEN INFRASTRUCTURE MANAGERS

prepared by:

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Introduction, sources of information, meetings held

- Objective: to propose a harmonised agreement on interconnection of rail networks between Infrastructure Managers for SEETO Participants in compliance with the EU legislation.
- The Consultant prepared the draft agreements on interconnection of rail networks between Infrastructure Managers and discussed them in meetings with officials in Ministries and railway companies during the missions carried out in February - March 2009
- The Consultant has prepared a respective agreement which has been distributed with the invitation.

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GENERAL

The agreement is a subsequent bi-lateral agreement resulting from the framework border crossing agreement on Border Dispatching for Rail Transport in the SEETO Region and with the neighbouring countries of the European Union

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OBJECTIVE

- Improve international rail transport between the railway networks of two neighboring states

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Legal European basis

- European Directives 91/440 ECC, 2001/14/EC and 2001/16 EC as in force.

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Article 1 – Scope of the Agreement

- The **Agreement** contains the framework conditions for the interconnection of rail infrastructure between the contracting parties for their border crossings
- Whenever specific rules and regulations are required in order to regulate particular local and operational matters, the Parties shall conclude specific agreements.

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Article 3 – Principles for the provision of services

The **Parties** shall make separate agreements for any kind of services, in particular concerning:

- the detailed scope and form of the services provided
- the remuneration for the services
- the payment procedures for the services rendered



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Article 3 - Payments

- on a monthly basis immediately after the provision of services
- invoice for the following services:
- installation and continuance on the site of signals, other operational signposts, cables, installations for electrification including catenary, on the territory of the other Party
- technological testing operations on the infrastructure of the other Party.
- operation on the infrastructure of the other Party for maintenance and repair of installations and the infrastructure



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Article 4 - Personnel

- Each Party is responsible for its personnel operating in the ZONE.
- Mutual support in the training and further education of their respective personnel working in the ZONE.
- The costs for training and further education shall be borne by the Party who assigns its personnel.



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Article - 4 Personnel

- In case of prosecution subject to penal, civil or police action, the dispositions and procedures of the **Border Crossing Agreement** shall be applied
- Whenever the personnel of one **Party** shall be injured or become ill during the execution of its duties on the territory of the other **Party**, the other **Party** shall be obliged to supply the necessary aid to help the personnel concerned. The **Party** the personnel of which is affected, shall bear the cost for such aid
- Each **Party** shall be entitled to supervise its personnel on the territory of the other **Party**



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Article 6 – Mutual acceptance of licenses, certifications, authorisations and permits

- The **Parties** agree to mutually accept any licenses, safety certificates, safety authorisations and other permits dealing with safety and interoperability issued by the competent Regulatory Authority of the other country.



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Article 7 – Mutual acceptance of rolling material

- The **Parties** agree to accept any technical inspections or checks on rolling material carried out by the other **Party** in the sense of mutual confidence.
- The rolling material is meant to be any type of wagon, car, traction and other material on rail wheels.



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Article 7 – Mutual acceptance of rolling material

- The mutual acceptance shall, in particular, be applied to passenger trains, container trains and other trains the wagon and car composition of which does not change.
- One **Party** may also carry out the technical inspection of rolling material in one of its hinterland terminals. In this case, the other **Party** shall notify which rolling material or trains it accepts.



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Article 7 – Mutual acceptance of rolling material

- The **Parties** agree to accept agreements on mutual acceptance of technical inspections or checks on rolling material, concluded by railway undertakings after due and joint consideration, in a non-discriminatory and fairest manner.
- If one **Party** does not deem it necessary to carry out the technical inspections or checks on rolling material in the ZONE, **the Party** shall notify the other **Party**. The **Parties** shall decide on how to proceed in the mutual acceptance of the rolling material and, if necessary, shall conclude the respective agreements of mutual acceptance with the railway undertakings.



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Article 8– Measures in case of incidents, accident, operational irregularities or dangerous events

- Immediate reporting to the other **Party**.
- The **Party** on the territory of which the incident has occurred, shall be responsible for its removal.
- The **Party** shall also be in charge of supervising the event.
- The **Party** is obliged to reinstall the operations as quickly as possible.



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Article 8– Measures in case of incidents, accident, operational irregularities or dangerous events - continuation

- The **Party** may ask the other **Party** for support. Any support in personnel and material shall be compensated by the other **Party**.
- The compensation shall be based on the purchasing costs or the cost occurred to the other **Party**.
- The accident and incident investigation shall be carried out according to the rules and regulations in force on the territory of which the event occurred



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Article 9 - Maintenance in the ZONE

- Each **Party** is responsible for the maintenance of its section of infrastructure in the ZONE.
- The **Parties** may agree upon joint maintenance measures.
- Unless agreed separately, the costs of maintenance shall be borne by each **Party** for its own infrastructure in the ZONE.



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Article 9 - Maintenance in the ZONE - continuation

- The **Parties** ensure a harmonised planning.
- All works carried out by one **Party** in the ZONE which has repercussions on the costs of the other **Party** shall be borne by the **Party** that carries out the works.
- Cost sharing may be possible for the purpose of ensuring a harmonious maintenance programme in the ZONE.



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Article 10 – Liability

- Each **Party** is liable for any damage occurred on its section of the infrastructure in the ZONE.
- In case of any damage caused by any infrastructure installation, the **Party** is liable that is in charge of such infrastructure installation.
- In case that the both **Parties** are liable for the damage occurred; each **Party** shall be liable for its share of the damage.
- The same applies for damages occurred by the respective personnel of the **Parties**.
- The **Parties** may make out joint civil liability insurances for the infrastructure in the ZONE.
- The **Parties** agree to relieve themselves from any mutual claims.



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Article 15 – Arbitration

- Any differences resulting from the **Agreement** shall be dealt with in the Border Commission as stipulated in the **Border Crossing Agreement**.
- In case that the Border Commission does not arrive at a decision acceptable to the **Parties**, the **Parties** are free to use an international arbitration commission upon mutual agreement.
- In case that the **Parties** cannot agree on the international arbitration commission, the **Parties** are free to appeal to the competent International Court of Justice.



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Thank you for your attention!



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