Public Railway Infrastructure Network Statement for Annual Working Timetable of the

Year 2024–2025

LTG INFRA

Document versions		
Version approval date, order (decision) No.	**Version No.**	**Descriptions of updates made in the version**
14-12-2023, No. ĮS-PAJ(INFRA)-119/2023	1	Approved Public Railway Infrastructure Network Statement for Annual Working Timetable of the year 2024–2025
2024-09-23, Nr. ĮS-PAJ(INFRA)-108/2024	2	Amended Part 7 of Section 1.3.3 “Complaints and Comments” of the Network Statement. Amended Part 4 of Table “Contacts in the Republic of Lithuania” of Section 1.6.1 of the Network Statement. Amended Part 3 of Section 3.5 “Control of Compliance with the Terms of Use of the Infrastructure” of the Network Statement. Amended Table 1 “Terms of Capacity Allocation and Related Procedures” of Section 4.2 “General Description of the Capacity Allocation Process” of the Network Statement. Section 4.2.1 “InfraGo” of the Network Statement supplemented with Parts 5 and 6. Amended Part 4 of Section 4.3.3 “Reservation of Train Lines Necessary to Go to and from the Place of Performance of the Works” of the Network Statement. Amended Part 4 of Table 2 “Document Provided by the Applicant” of Section 4.5.1.1 “Submission of Applications for Allocation of Capacity” of the Network Statement. Amended Part 4 of Section 4.5.1.1 “Submission of Applications for Allocation of Capacity” of the Network Statement. Amended Parts 1 and 2 of Section 4.5.1.2 “Assessment of Applications for Allocation of Capacity” of the Network Statement. Amended Parts 1, 2 and 3 of Section 4.5.3 “Ad-Hoc Path Requests” of the Network Statement. Amended Part 2 of Section 4.8.2 “Procedure of Allocating Capacity Instead of Already Allocated Capacity at the Manager’s Initiative” of the Network Statement. Amended Part 5 of Section 6.2 “Operational Rules” of the Network Statement. Section 6.3 “Operational Measures” of the Network Statement supplemented with Part 7. Former Part 7 of Section 6.3 “Operational Measures” of the Network Statement is considered as Part 8, respectively. Amended Section 7.3.6 “Railway Rolling Stock Maintenance Facilities, Except for Facilities Intended for High-Speed Trains or Other Types of Rolling Stock That Require Special Facilities, for Large-Scale Maintenance of Rolling Stock” of the Network Statement. Amended Section 7.3.7 “Other Technical Facilities, Cleaning and Washing Devices” of the Network Statement. Amended Section 7.3.8 “Sea and Inland Port Facilities” of the Network Statement. Amended Part 2 of Section 7.3.11 “Access to Railway Facilities and Additional and Auxiliary Services Provided in These Facilities Related to Railway Transport” of the Network Statement. Amended Section 7.4.1 “Access to Rail Service Facilities Operated by Other Operators and the Basic Rail Transport Services They Provide” of the Network Statement.

Document versions		
Version approval date, order (decision) No.	**Version No.**	**Descriptions of updates made in the version**
		Amended Section 7.4.2 “Access to Rail Service Facilities Operated by Other Operators and Their Additional and Auxiliary Services Related to Rail Transport” of the Network Statement. Amended Annex 3 “Preliminary Capacities of Railway Lines (Intermediate Stations)” of the Network Statement. Amended Annex 15 “Form of the Agreement for the Use of Public Railway Infrastructure” of the Network Statement. Amended Annex 22 “Running Lengths of Intermediate Stations on Railway Routes” of the Network Statement. Amended Annex 23 “Typical Form of the Declaration” of the Network Statement. Amended Annex 24 “Mass of train according to railway”.
04/03/2025 No. SPR-PAJ(INFRA)-28/2025	3	Amended Annex 3 "Preliminary Capacities of Railway Lines (Sidings)" of the Network Statement. Section "Definitions and Abbreviations" of the Network Statement supplemented with 4 new terms used in the text: Commission Delegated Regulation (EU) 2020/782; Commission Regulation (EU) 1158/2010; Commission Regulation (EU) 1169/2010; Commission Delegated Decision (EU) 2017/2075. Updated Clause 1.3.1, "Local Legal Framework of the Manager", of the Network Statement. Amended paragraph 5 of Clause 1.6.1, "Contacts in the Republic of Lithuania", of the Network Statement. Amended Clause 2.2.2 "Neighbouring railway networks", part "Temporary changes to train traffic through the border crossing point of Stasylos railway station", of the Network Statement (restrictions on the organisation of the operation of the border crossing point at Stasylos railway station extended until 1 June 2026). Revised operational length of electrified railway lines. Amended paragraph 3 of Clause 2.3.9, "Electrified railway lines" of the Network Statement. Updated paragraph 2 of Clause 2.4.5, "Bridge Restrictions". Clause 3.3.2, "Agreement for the use of infrastructure", of the Network Statement supplemented with Clauses 18, 19 and 20 on cooperation on common risk management measures. Clause 3.3.3, "Agreement for Capacity Allocation", of the Network Statement supplemented with paragraph 2 on the submission of documents necessary for the conclusion of the agreement. Updated paragraph 1 of Clause 3.4.2 "Requirements for Applicants' staff", of the Network Statement, with effect of the recast version as from 1 May 2025. Revision of paragraph 2 of Clause 4.3.4, "Procedure for Reservation of the Time Intervals Required to Perform the Works (Traffic Breaks)", of the Network Statement; the paragraph supplemented with the requirement that the application for Reservation of a Traffic Break must specify the number of traffic breaks and the weekdays on which the works will take place.

Document versions		
Version approval date, order (decision) No.	**Version No.**	**Descriptions of updates made in the version**
		Revised wording of paragraph 3 of Clause 4.3.5, "Procedure for Assessing and Assigning Train Lines Required to Go to the Place of Performance of the Works and Traffic Breaks", of the Network Statement. Amended Clause 4.5.1.6, "Submission of working timetable to Applicants for whom Capacities are allocated", of the Network Statement. Revised paragraphs 1, 2, 11 and 16 of Clause 4.5.3, "Ad-Hoc Path Requests", of the Network. Revised paragraph of Clause 4.8.1, "Procedure for Changing Capacity at the Applicant's Initiative", of the Network Statement, to specify that requests for capacity change must be submitted through the Manager's electronic system Infrago. Editorial revisions to paragraphs 1 and 2 of Clause 4.8.2, "Procedure of Allocating Capacity Instead of Already Allocated Capacity at the Manager's Initiative", of the Network Statement. Revised paragraphs 1 and 2 of Clause 5.7.3, "Financial instruments foreseen in the Performance Monitoring System", of the Network Statement. Updated Clause 5.7.4, "Regulation of the Performance Monitoring System", of the Network Statement. Clauses 5.10.2.1, "Fee Rates for Payment for Transit Services: Fee for Transit of Passengers and Baggage", and 5.10.2.2, "Fee Rates for Payment for Transit Services: Payment for Freight Transportation in Transit", of the Network Statement supplemented with 2 paragraphs. Amended paragraph 1 of Clause 5.10.3 "Calculation of the payment for transit services", of the Network Statement. Upon entry into force of the Republic of Lithuania Law on Safety Investigations, revised paragraph 5 and 7 of Clause 6.3, "Operational Measures". Updated Clause 7.3.2, paragraphs 2, 3 and 4 of Clause 7.3.3, "Freight Terminals", of the Network Statement. Amended Clause 7.3.4, "Cumulative Tracks, Train Forming and Shunting Facilities", of the Network Statement. Racast Annexes 9, 22 to the Network Statement. The Network Statement supplemented with a new Annex 25 (Extract from the Railway Traffic Rules). Amended title of Annex 24, "Mass of trainsets per line for express applications by railway sections", to the Network Statement.
02/07/2025 No. SPR-PAJ(INFRA)-72/2025	4	Amended paragraph 2 of Clause 2.5. „Infrastructure Accessibility“.
13/10/2025 No. Nr. SPR-PAJ(INFRA)-110/2025 (effective from 6 November 2025)	5	Amended paragraph 2 of Clause 2.3.5 „Weight Limits“, The exemption on the 1435 mm gauge railway line in the Mockava–State Border section has been removed; the static axle load has been increased from 20.5 to 22.5 tons

ANNEXES

Characteristics of Public Railway Infrastructure

1. Map of the public railway infrastructure network;
2. Railway lines and maximum length of trainsets that can pass on these lines;
3. Preliminary capacities of railway lines (sidings);
4. Mass of trainsets used to determine the preliminary capacities of railway lines (intermediate stations);
5. Stations and stops for the embarkation and disembarkation of passengers and the lengths of platforms thereof;
6. List of crucial slopes;
7. Arrangement of signalling systems on the railway network;
8. Arrangement of posts of RSACM;

Forms for submitting applications, requests, and data

9. Application for the Reservation of Public Railway Infrastructure Capacity for the Construction, Repair, and/or Maintenance of Public Railway Infrastructure;
10. Form of Applications for the Allocation of Public Railway Infrastructure Capacity, Late Annual Working Timetable Path Requests or Ad-hoc Path Requests for the Allocation of Public Railway Infrastructure Capacity and/or Train Line;
11. Form for Data on the Readiness to Use the Requested Capacity on the Congested Part of the Public Railway Infrastructure;
12. Form for Data Priority Rules for Application in the Congested Part of the Public Railway Infrastructure (Paragraph 1.5 of the Order on Priority Rules);
13. Form for Data Priority Rules for Application in the Congested Part of the Public Railway Infrastructure (Paragraph 2.7 of the Order on Priority Rules);
14. Data Required to Assess and Determine Whether Railway Undertakings (Carriers) Operating in the Relevant Segments of the Rail Transport Market Can Pay Surcharges;

Forms of Agreements

15. Standard form for the agreement for the use of public railway infrastructure;
16. Standard form for the agreement for the allocation of public railway infrastructure capacity;
17. Agreement on cooperation in the allocation of capacity on more than one railway network

Other procedures and documents

18. Description of the procedure for allocating the costs directly incurred as a result of operating the trains (Extract);
19. Methodology for the identification of segments of the rail transport market and the assessment and determination of the ability of railway undertakings (carriers) operating in these segments to pay mark-ups (Extract);
20. Description of the Assessment and Accounting Procedure for the Utilisation of the Allocated Public Railway Infrastructure Capacities;
21. List of rail freight market segments, Annual Working Timetable of 2024–2025;
22. Running lengths of intermediate stations on railway routes;
23. Standard form of the declaration;
24. For express applications, the mass of trainsets by railway line is applied;
25. Extract from the Railway Traffic Rules, approved by Order No 452 of the the Minister of Transport and Communications of the Republic of Lithuania of 30 December 1999 approving the Railway Traffic Rules.

GLOSSARY

1. The terms used in this Network Statement shall be understood as defined in the Railway Transport Code of the Republic of Lithuania, the Law on Railway Traffic Safety of the Republic of Lithuania, other legislation of the Republic of Lithuania and local legislation adopted by AB "LTG Infra" published on the AB "LTG Infra" website.

2. For convenience, the following definitions and abbreviations are used in this Network Statement:

Description of fines	**Description of the Procedure for Establishing and Imposing Fines for Train Traffic Disruptions and Compensation for Affected Companies Due to Such Disruptions, approved by Order No. 3-425 of the Minister of Transport and Communications of the Republic of Lithuania "On the Approval of the Description of the Procedure for the Establishing and Imposing of Fines for Disruption of Train Traffic and Compensation to Affected Companies Due to Such Disruption" of 24 January 2012 (as subsequently amended)**
Framework agreement	Framework agreement on the allocation of public railway infrastructure capacity
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 94/46/EC (General data protection regulation)
COTIF	Cross-border rail transport organizations for international transport rail contract and its annexes
Dual-use list of goods	Resolution no. 512 of the Government of the Republic of Lithuania of 28 June 2023 "On the application of national controls by the European Parliament and the Council Article 9 of Regulation (EU) 2021/821" approved by the national controlled list of dual-use items
ERA	*European Union Agency for Railways*- ERA
ERADIS	*European Railway Agency Database of Interoperability and Safety* - ERADIS)
EU Member State	Member States of the European Union or participants in the Agreement on the European Economic Area
LRTTS	Law of the Republic of Lithuania on Railway Traffic Safety
RFS	Railway service facilities
RTC	Railway Transport Code of the Republic of Lithuania
Infrastructure	Public railway infrastructure
"InfraGo"	Infrastructure Manager's e-services portal
Order on Priority Rules	Order No. 3-197 of Minister of Transport and Communications of the Republic of Lithuania "On the setting of priority rules for the allocation of public railway infrastructure capacity in a congested section of public railway infrastructure" of 9 April 2020
Commission Delegated Decision (EU) 2017/2075	Commission Delegated Decision (EU) 2017/2075 of 4 September 2017 replacing Annex VII to Directive 2012/34/EU of the European Parliament and of the Council establishing a single European railway area
Commission Implementing Regulation (EU) 402/2013	Commission Implementing Regulation (EU) No 402/2013 of 30 April 2013 on the common safety method for risk evaluation and assessment and repealing Regulation (EC) No 352/2009
Commission Implementing Regulation (EU) 2015/909	Commission Implementing Regulation (EU) 2015/909 of 12 June 2015 on the modalities for the calculation of the cost that is directly incurred as a result of operating the train service
Commission Implementing Regulation (EU) 2016/545	Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on procedures and criteria concerning framework agreements for the allocation of rail infrastructure capacity

Commission Implementing Regulation (EU) 2017/2177	European Commission Implementing Regulation (EU) 2017/2177 of 22 November 2017 on access to service facilities and rail-related services.
Commission Implementing Regulation (EU) 2018/545	Commission Implementing Regulation (EU) 2018/545 of 4 April 2018 establishing practical arrangements for the railway vehicle authorisation and railway vehicle type authorisation process under Directive (EU) 2016/797 of the European Parliament and of the Council
Commission Implementing Regulation (EU) 2019/773	Commission Implementing Regulation (EU) 2019/773 of 16 May 2019 on the technical specification for interoperability relating to the operation and traffic management subsystem of the rail system within the European Union and repealing Decision 2012/757/EU
Commission Delegated Regulation (EU) 2020/782	Commission Delegated Regulation (EU) 2020/782 of 12 June 2020 amending Delegated Regulations (EU) 2018/761 and (EU) 2018/762 as regards their dates of application following the extension of the transposition deadline of Directive (EU) 2016/798 of the European Parliament and of the Council
Commission Implementing Regulation (EU) 1158/2010	Commission Regulation (EU) No 1158/2010 of 9 December 2010 on a common safety method for assessing conformity with the requirements for obtaining railway safety certificates
Commission Implementing Regulation (EU) 1169/2010	Commission Regulation (EU) No 1169/2010 of 10 December 2010 on a common safety method for assessing conformity with the requirements for obtaining a railway safety authorisation
Commission Delegated Decision (EU) 2017/2075	Commission Delegated Decision (EU) 2017/2075 of 4 September 2017 replacing Annex VII to Directive 2012/34/EU of the European Parliament and of the Council establishing a single European railway area
LTSA	Lithuanian Transport Safety Administration
Minimum access package	Minimum package for access to public railway infrastructure
Agreement on the Use of Infrastructure	Agreement for the use of public railway infrastructure
Operator	Railway service facility operator
Capacity	Capacity of public railway infrastructure
Application for capacity allocation	Application for allocation of public railway infrastructure capacity
Late Annual Working Timetable Path Request	Late application for allocation of public railway infrastructure capacity
Ad-Hoc Path Request	Ad-Hoc Path Request for allocation of public railway infrastructure capacity
Application for Reservation	Application for the reservation of capacity for the construction, repair, and/or maintenance of public railway infrastructure;
Applicant	Railway company (carrier), international group of railway companies (carriers) and/or consignor (consignee) and/or freight forwarder wishing to provide public passenger transport services by rail or having a commercial interest
Regulation (EU) No. 913/2010	Regulation (EU) No 913/2010 of the European Parliament and of the Council of 22 September 2010 concerning a European rail network for competitive freight, as last amended on 11 December 2013 by Regulation (EU) No 182/2011 of the European Parliament and of the Council 1316/2013
Repair companies	Companies travelling to and from the place of construction, repair and/or maintenance of railway infrastructure
Threshold rate	Threshold rate of public railway infrastructure capacity utilization
Market segments	Segments of the market of freight transportation by rail
RNE	*RailNetEurope,* RNE)

Unified Structure of the RNE Network provisions	The structure approved by the decision of the General Assembly of RNE of 21 April 2016, which is made public here
CRA	Communications Regulatory Authority of the Republic of Lithuania
Sanctions	As defined in the Manager's Sanctions Implementation and Control Policy, published on the Manager's website https://ltginfra.lt/apiemus/valdymas/vidaus-teises-aktai/
Capacity Allocation Agreement	Agreement on the allocation of public railway infrastructure capacity
Fee rules	Rules for Calculation and Payment of Fees for the Minimum Package of Access to Public Railway Infrastructure and Fees for Allocated but Unused Capacity of Public Railway Infrastructure, approved by Resolution No. 610 "On the approval of the Rules for Calculation and Payment of Fees for the Minimum Package of Access to Public Railway Infrastructure and Fees for Allocated but Unused Capacity of Public Railway Infrastructure" as of 19 May 2004 of the Government of the Republic of Lithuania (with further amendments)
Manager	Public Railway Infrastructure Infrastructure Manager (AB "LTG Infra")

1. GENERAL INFORMATION

1.1. Introduction

1. AB “LTG Infra” (hereinafter referred to as the **Manager**) is a private legal entity with limited civil liability established following the laws of the Republic of Lithuania, which, under Article 3 (51) and Article 23 (1) of the RTC, performs the functions of the Infrastructure Manager and is responsible for the maintenance, operation, renewal and development of the Infrastructure.
2. The Manager shall organise and manage railway transport traffic in the Republic of Lithuania and shall make decisions on the allocation of capacity, including the determination, assessment and assignment of the possibility of allocation of specific train lines, as well as decisions on the determination of the amount of the fee for the minimum access package and the collection of such fee.
3. Under Article 30^2 (5) of RTC, the Manager shall also act as the operator of the RSF referred to in Part 7 of the Network Statement.
4. The Manager, under Article 3 (50) and Article 24^4 of RTC, shall prepare and publish the Network Statement.

1.2. Purpose of the Network Statement

The purpose of the Network Statement is to provide information about the conditions of using the Infrastructure and the RSF managed by the Manager, including the rules, terms, procedures and criteria for charging and capacity allocation, as well as other information required when applying for capacity allocation. The Network Statement shall also publish procedures that RTC obliges the Manager to publish in the Network Statement.

1.3. Legal Aspects

1.3.1. Legal Framework

1. Main legal acts of the European Union:
   - Regulation (EU) No. 913/2010 of the European Parliament and of the Council of 22 September 2010 concerning a European rail network for competitive freight (OJ 2010 L 276, p. 22) with the last amendments made on 11 December 2013 by Regulation of the European Parliament and of the Council (EU) No. 1316/2013;
   - Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on procedures and criteria concerning framework agreements for the allocation of rail infrastructure capacity;
   - Commission Implementing Regulation (EU) 2017/2177 of 22 November 2017 on access to service facilities and rail-related services;
   - Commission Implementing Regulation (EU) 2019/773 of 16 May 2019 on the technical specification for interoperability relating to the operation and traffic management subsystem of the rail system within the European Union and repealing Decision 2012/757/ES
2. Laws of the Republic of Lithuania:
   - Law on the Basics of Transportation Activity of the Republic of Lithuania;
   - RTC;
   - Law on Railway Transport Traffic Safety of the Republic of Lithuania
3. Implementing legal acts of the Republic of Lithuania:
   - Legal acts of the Ministry of Transport and Communications of the Republic of Lithuania;
   - Legal acts of the Lithuanian Transport Safety Administration;
   - Legal acts of the Communications Regulatory Authority of the Republic of Lithuania;
   - Republic of Lithuania Law on Safety Investigations.
4. The Manager's local legal framework is published on the Manager's website under "Normative Technical Documents":

- GSM-R Train Radio System User Manual LTGI 371/AR;
- Methodology for processing the train sheet, M/DI/70/E;
- Description of references for the application of certain clauses of the regulations for the technical operation of railways, 292/LG;
- Instruction for the carriage of oversized and heavy cargo by railways of the CIS countries, the Republic of Estonia, the Republic of Latvia and the Republic of Lithuania;
- Rules for granting and implementing railway traffic breaks;
- Emergency notification and management plan;
- Instruction for the organisation and management of train traffic in the event of the activation or failure of a gauge control device (LTGI 347/EV)
- Rules for the organisation and performance of technical inspection of rolling stock;
- Instruction for the use of automatic condition monitoring equipment for running rolling stock LTGI 85/A;
- Rules for technical compatibility of rolling stock and the network where it is intended to use the rolling stock on the railway infrastructure managed by LTG Infra AB.

1.3.2. Legal Status and Liability

1. The Network Statement is prepared under the Description of the Content Requirements of the Public Railway Infrastructure Network Statement, approved by Order No. (1.9E)1V-524 "On the Approval of the Description of the Content Requirements of the Public Railway Infrastructure Network Statement" as of 18 May 2020 of the Director of the Communications Regulatory Authority of the Republic of Lithuania.
2. The Network Statement are coordinated with the stakeholders and approved by the Order of the General Manager.
3. The Manager shall confirm that the information published in the Network Statement is correct and updated by changing and updating the Network Statement during its period of validity. The Manager shall not be liable for any direct or indirect damage caused by shortcomings or typographical errors in the provisions of the Network Statement.
4. The Manager shall not be liable for the content of external sources (e.g. websites) to which links are provided in the Network Statement and the correctness of the data contained therein.
5. Pursuant to Article 7^1 (1) (1) of the RTC, the CRA shall have the right, on its own initiative or based on the complaints of Applicants, to examine the content of the Network Statement and impose sanctions provided for in Article 7^1 (3) (1) and (2) of the RTC, for non-fulfilment of CRA obligations related to the content of the Network Statement.

1.3.3. Appeals Procedure

Appeals

1. Appeals concerning the content of the Network Statement and other complaints referred to in Article 7^1 (1) (1) of RTC shall be processed by the CRA in a mandatory preliminary non-court procedure.
2. The Applicant shall have the right to submit a complaint to the CRA no later than within 20 (twenty) business days from the day when it became aware of the complained actions and/or inaction or the decisions made by the relevant entities in accordance with their competence, or from the day when the period during which the entity had to perform appropriate actions or make appropriate decisions.
3. The Applicant shall have the right to submit a written complaint to the CRA in the following ways:
   - file a complaint directly; or
   - send a complaint by post to the following address: Mortos g. 14, LT-03219 Vilnius; or

- send a complaint by e-mail at: rrt@rrt.lt.

4. The CRA shall make a decision and inform the Applicant about it no later than 42 (forty-two) days from the day on which all the materials necessary for the examination of the complaint were received.

5. CRA shall examine complaints under Article 7^1 (2) of RTC and the Description of the Procedure for Handling Complaints Received by the Regulatory Body of the Railway Transport Market, approved by Resolution No. 553 "On Approval of the Description of the Procedure for Handling Complains Received by the Regulatory Body of the Railway Transport Market" as of 19 May 2010 of the Government of Lithuania. More information about the complaint-handling procedure shall be published on the CRA website.

Notes

6. Notes or other information about observed inaccuracies or shortcomings of the Network Statement may be submitted to the Manager:

AB "LTG Infra"

Service Development and Sales

Regulation of Services

Geležinkelio g. 2, LT-02100 Vilnius

Tel. +370 5 269 3353

E-mail: info@ltginfra.lt

1.4. Structure of the Network Statement

1. The structure of the Network Statement has been developed with regard to the Network Statement Common Structure and Implementation Guide Unified Structure of the Network Statement to make it easier for all stakeholders to find the information they need in the same format in the Network Statement of different countries.

2. These Network Statement shall consist of 7 sections and annexes:

   - Section 1 shall provide information about the Network Statement, its publication and relevant contacts;
   - Section 2 shall provide information on the main technical and functional characteristics of the Infrastructure;
   - Section 3 shall define the conditions and requirements for access to the Infrastructure;
   - Section 4 shall define the conditions and procedure for capacity allocation;
   - Section 5 shall contain information about the services provided by the Manager and the taxation thereof;
   - Section 6 shall provide information on the rules and measures for the implementation of the Manager's activities;
   - Section 7 shall provide information about the RSF and the services provided therein;
   - The annexes shall contain information on the characteristics of the Infrastructure, as well as the forms and templates of the documents required to access and use the Infrastructure, as well as other data and information, references to which are provided in the Network Statement.

1.5. Validity Period, Updating and Publishing

1.5.1. Validity Period

The Network Statement shall come into force from the date of their publication and shall apply during the period of validity of the annual working timetable from 14 December 2024, 24:00 to 13 December 2025, 24:00.

1.5.2. Updating

The Network Statement shall be constantly updated and, if necessary, amended during the validity of the annual working timetable in the event of changes in the legal acts of the Republic of Lithuania and/or technical characteristics of the used infrastructure and/or in the presence of other objective circumstances.

1.5.3. Publishing

Network Statement shall be publicly published and available free of charge on Manager's website in Lithuanian and https://ltginfra.lt/en/railway-infrastructure/map/network-statements/ in English. In case of contradictions or inconsistencies between the text of the Network Statement in Lithuanian and the text of the Network Statement in English, the Lithuanian language text of the Network Statement shall takes precedence.

1.6. Contacts

1.6.1. Contacts in the Republic of Lithuania

No.	Area	Institution	Responsible department	Contact information
1.	Regulation of the railway transport market	Communications Regulatory Authority of the Republic of Lithuania	Railway and Postal Regulatory Group	+370 800 20 030 +370 641 28 941 Mortos g. 14, LT-03219 Vilnius www.rrt.lt, E-mail: rrt@rrt.lt
2.	Licencing of railway companies (carriers)	Lithuanian Transport Safety Administration	Vilnius branch of the Administrative Services Department	+370 5 278 5601 Švitrigailos g. 42, LT-03209 Vilnius https://ltsa.lrv.lt/ E-mail: rrt@rrt.lt
3.	Safety certification of railway infrastructure managers, railway undertakings (carriers), repair companies	Lithuanian Transport Safety Administration	Vilnius Branch of the Administrative Services Department	+370 5 278 5601 Švitrigailos g. 42, LT-03209, Vilnius https://ltsa.lrv.lt/ E-mail: ltsa@ltsa.lrv.lt
4.	Allocation of capacity, acceptance of applications, announcement of free capacity and announcement of the Infrastructure part as congested, provision of information on payment for the minimum package	AB "LTG Infra"	Service Development and Sales Regulation of Services	+370 5 269 3353 Geležinkelio g. 2, LT-02100, Vilnius http://ltginfra.lt E-mail: info@ltginfra.lt
5.	Railway traffic management	AB "LTG Infra"	Service provision Centralised traffic management	+370 669 57697 Geležinkelio g.2, LT-02100, Vilnius http://ltginfra.lt

				E-mail: info@ltginfra.lt

1.6.2. Contacts of railway infrastructure managers of neighbouring countries

No.	Country	Railway infrastructure manager	Link
1.	Republic of Poland	PKP PLK S.A.	http://www.plk-sa.pl
2.	Republic of Latvia	VAS "Latvijas dzelzceļš"	www.ldz.lv
3.	Republic of Belarus	ГО «Белорусская железная дорога»	https://www.rw.by
4.	Russian Federation	ОАО «Российские железные дороги»	http://rzd.ru

1.7. Cooperation Between European IMs/ABs

1.7.1. Rail Freight Corridors

An international rail freight corridor (hereinafter referred to as the Corridor) runs through the railway network managed by the Manager, which operates in compliance with the requirements of Regulation (EU) No. 913/2010 and creates competitive conditions for transporting goods by rail.

Title of the corridor	Corridor number	Countries through which the Corridor passes	Corridor route	Railway lines in Lithuania	Link
North Sea – Baltic Sea	RFC8	NL–BE-DE–CZ–PL–LT–LV–EE	Wilhelmshaven/ Bremerhaven/ Hamburg/ Amsterdam/ Rotterdam/ Antwerp–Aachen/Berlin–Warsaw–Terespol/Kaunas–Riga–Tallinn	State border with Poland–Mockava (1 435 mm)—Šeštokai–Kazlų Rūda–Palemonas (1 435 mm and 1 520 mm), Palemonas—Radviliškis–Joniškis—state border with Latvia (1 520 mm)	http://www.rfc8.eu

1.7.2. RailNetEurope and Other International Cooperation

1. The Manager is RNE, an association that brings together European rail infrastructure managers and rail infrastructure capacity allocation bodies and acts as a coordination platform for rail freight corridors (hereinafter referred to as the RFC).

2. RNE's main task is to simplify, harmonise and optimise international rail transport processes, including capacity allocation, rail traffic management, and reporting so that all RFCs use the same harmonised tools.

1.7.2.1. One Europe – One Institution

RNE applies the principle of one-stop-shop (OSS) (hereinafter referred to as OSS), i.e. one OSS contact in each member country. Each customer may select one OSS contact to provide them with all the

support they need in relation to international rail services, from access to rail infrastructure for international transport to train running reports.

1.7.2.2. RNE Information Systems

1. Path Coordination System

The Path Coordination System (hereinafter referred to as the PCS) is a web application developed by RNE, through which Applicants may submit applications for railway infrastructure capacity, refine applications, and receive draft train schedules.

2. Charging Information System

Charging Information System (hereinafter referred to as CIS) is a web application developed by RNE, where Applicants may receive information about the amounts of tolls and other taxes, and calculate the possible amounts of tolls for using the railway infrastructure of several countries.

3. Customer Information Platform

Train Information System (hereinafter referred to as TIS) is a web application created by RNE, which visualises the traffic of international trains from the start to the end of the railway stations and provides the possibility to create reports on the punctuality of the train.

4. Customer Information Platform

Customer Information Platform (hereinafter referred to as CIP) is an interactive online information tool, which provides accurate information about the route, terminals, infrastructure investment projects and maintenance works, as well as the main characteristics of the participating RFC railways, using a graphical user interface (hereinafter referred to as GUI).

1.7.2.3. Other Cooperation

The Manager shall actively participate in the activities of the Platform of Rail Infrastructure Managers in Europe (hereinafter referred to as PRIME). PRIME's main objective is the implementation of a common European railway space, better implementation of the European Rail Traffic Management System (hereinafter referred to as ERTMS), comparison of performance results and exchange of best practices between infrastructure managers.

2. INFRASTRUCTURE

2.1. Introduction

1. This Section provides a description of the functional and technical characteristics of the Infrastructure managed by the Manager, which, due to the constantly improving technical level of the Infrastructure, may differ from the real state of the Infrastructure network. Additional information about the current state of the Infrastructure network shall be provided to:

AB "LTG Infra"
Service Development and Sales
Regulation of Services
Tel. +370 5 269 3353
E-mail: info@ltginfra.lt

2. Pursuant to Directive (EU) 2016/797 of the European Parliament and of the Council of 11 May 2016 on the interoperability of the rail system within the European Union and Commission Implementing Regulation (EU) 2019/777 of 16 May 2019 on the common specifications for the register of railway infrastructure and repealing Implementing Decision 2014/880/EU, information about Lithuanian railway infrastructure stored in the Register of Infrastructure (hereinafter referred to as RINF), which is managed by ERA.

2.2. Extent of Network

2.2.1 Limits

The Infrastructure network is defined by the geographical boundaries of the Republic of Lithuania. A map of the infrastructure network is provided in Annex No. 1 to the Network Statement.

2.2.2. Connecting Railway Networks

Freight border stations

Country	Infrastructure manager	Border station	Border station of a neighbouring country	Distance to border (km + m)
Republic of Latvia	VAS "Latvijas dzelzceļš" (LDZ)	Rokiškis	Eglainė	29 + 226
		Joniškis	Meitene	15 + 469
		Turmantas	Kurcums	0 + 490
		Mažeikiai	Renge	19 + 483
Republic of Belarus	Baltarusijos Respublikos susivienijimas "Belorusskaja železnaja doroga" (BČ)	Kena	Gudagai	6 + 833
		Stasylos[1]	Benyakoni	5 + 668
Republic of Poland	PKP-PLK S.A.	Mockava	Trakiszki	14 + 278
Kaliningrad Region of the Russian Federation	RŽD	Pagėgiai	Sovetsk	5 + 166
		Kybartai	Černyševskoje	0 + 646

Border inspection posts relevant to railway transport

[1] The departure and/or arrival of trains to/from the Republic of Belarus through Stasylos railway station is temporarily suspended and the organisational restrictions are extended until 1 June 2026. Train traffic is temporarily routed through the border crossing point of Kena railway station.

The list of working hours, permitted persons and means of passage for railway transport is approved by the Minister of Transport and Communications of the Republic of Lithuania by Order No. 3-225 "On the approval of the list of working hours, permitted persons and methods of passage for the border control points" as of 11 May 2018 of the Minister of Transport and Communications of the Republic of Lithuania.

Temporary changes to train traffic through the border crossing point of Stasylos railway station
The departure of trains via Stasylos railway station to the Republic of Belarus and/or the arrival of trains to the territory of the Republic of Lithuania from the Republic of Belarus via Stasylos railway station are not temporarily carried out, and the border and customs procedures are not temporarily performed. The traffic of trains arriving from and/or going to the Republic of Belarus is temporarily carried out through the border crossing point of Kena railway station, in accordance with the List amended by the Order No. 3-396 of the Minister of Transport and Communications of the Republic of Lithuania of 7 November 2024 -amending Order No. 3225 of the Minister of Transport and Communications of the Republic of Lithuania of 11 May 2018 approving the List of opening hours of the border crossing points and the permitted methods of passage of persons and vehicles through them. Restrictions on the organisation of operations at the Stasylos railway border crossing point are extended until 1 June 2026.

2.3. Network Description

2.3.1. Track Typologies

The total length of the railway is 1924.3 km, of which:

- single track railway – 1445 km;
- double-track railway – 478.3 km;
- triple-track railway – 1.0 km.

2.3.2. Track Gauges

1. The gauge of the railway tracks is 1 520 mm (1795.9 km long) and 1 435 mm (128.4 km long).
2. From the State border with the Republic of Poland to Kaunas (Palemonas) railway station and from Jiesia railway station to Rokai railway station is built a 1 435 mm gauge railway line. In the interstation Mockava–Šeštokai and the Kaunas tunnel equipped with a combined railway line of 1 520 mm and 1 435 mm. Mockava border the railway station is equipped with a wagon axle inter-track (1435/1520) inter-gauge exchange unit.

2.3.3. Stations and Nodes

Railway stations and stops where it is possible to disembark and board passengers and the lengths of the platforms are specified in Annex 5 of the Network Statement.

2.3.4. Loading Gauge

1. **Gauge of the proximity of the structures.** Infrastructure track structures and facilities installed near 1,520 mm gauge railways must meet the requirements of the S-gauge of the structures. Structures and facilities installed near 1,435 mm gauge railway tracks must meet the requirements of the GC gauge for the proximity of structures.

   The gauges of the proximity of the structures on all railway lines with a gauge of 1,520 mm are applied in accordance with the List of Technical Rules of Railway Subsystems Applied in the Republic of Lithuania, approved by Order No. 3-146 of the Minister of Transport of the Republic of Lithuania dated 25 April 2005 "On the Approval of the List of Technical Rules of Railway Subsystems Applied in the Republic of Lithuania".

Structures and facilities of 1,520 mm track width roads managed by the company must meet the established requirements of the S gauge for the proximity of structures, also taking into account TNN.

2. **Gauge of railway rolling stock**. The gauges of railway rolling stock are divided into three groups:

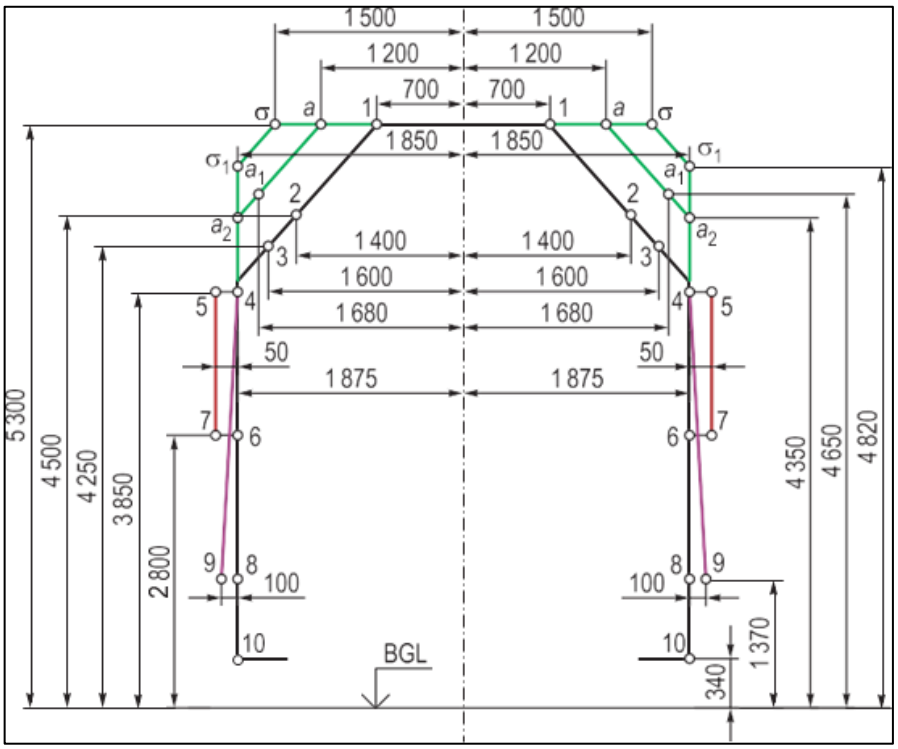
   a) The first group “T” – this gauge applies to rolling stock on railways with a gauge width of 1,520 mm, which are allowed to be transported on Infrastructure roads and public roads (including access roads) (from the connection point to the end of the Manager's territory), in which facilities and structures comply with S and SP dimensions of the proximity of structures;

   b) The second group “1-T” is the gauge applied to railway rolling stock on railways with a gauge of 1,520 mm width, which are allowed to be transported on Infrastructure roads and public roads (including access roads) (from the connection point to the end of the Manager's territory), as well as in the territories of other companies on existing railways;

   c) The third group “1- BM (0-T)”, “0- BM (01-T)”, “02-BM (02-T)”, “03- BM (03-T)” applies to rolling stock which allowed to be transported on railways with a gauge of 1520 mm and on railways with a gauge of 1435 mm.

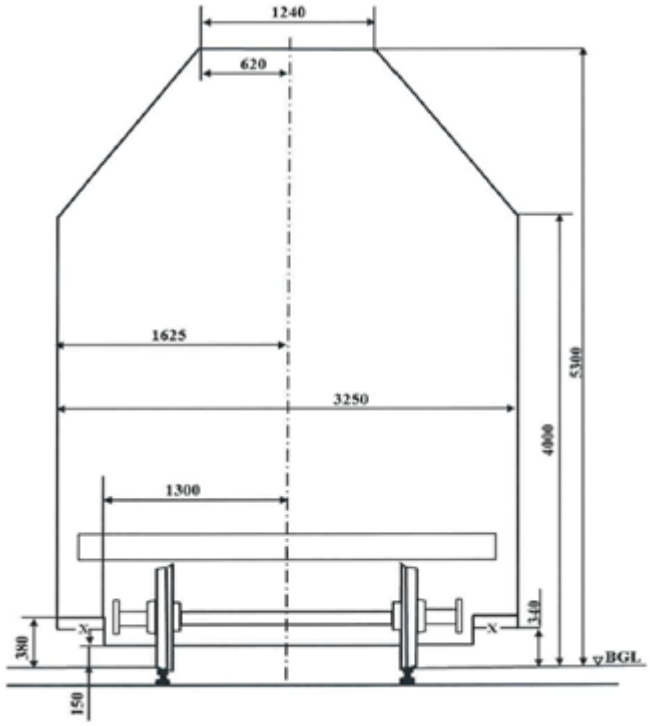
Rolling stock gauge	Scope	Height, mm	Width, mm
T	It is allowed to transport on Infrastructure tracks and RSFs (including access tracks) (from the connection point to the end of the Manager’s territory), where facilities and structures meet the dimensions of the proximity of S and SP structures	5300	**3750**
Tc	Tanker and tipping wagons are allowed to be transported on Infrastructure tracks and RSFs (including access tracks)	5200	**3750**
Tpr	It is allowed to transport semi-wagons on Infrastructure tracks and RSFs (including access tracks)	5300	**3550**
1-T	It is allowed to transport on Infrastructure tracks and RSFs (including access tracks) (from the connection point to the end of the Manager’s territory), as well as on railways located in the territories of other companies	5300	**3400**
1- BM (0-T)	It is allowed to transport on 1,435 mm gauge railway network used for international traffic	4700	**3400**
0- BM (01-T)	It is allowed to transport on 1,520 mm and 1,435 mm gauge rail network	4650	**3250**
02-BM (02-T)	It is allowed to transport on 1,520 mm and 1,435 mm gauge railway network	4650	**3150**
03- BM (03-T)	**1520 mm gauge and 1435 mm gauge railway network**	**4280**	**3150**

Figure 1. **Railway rolling stock gauge T**



3. **Loading gauge**. Cargo transported by railway must not violate the loading gauge. Loaded in one wagon or in a combination of two wagons, the cargo is considered oversize if it, together with the packaging and fastening devices, does not exceed the loading gauge when the wagon is standing on a straight horizontal track. A cargo is considered oversized if its dimensions, loaded in an open wagon standing on a straight horizontal road, exceed the dimensions of the loading gauge. The procedure for the carriage of oversized cargo and the coordination of carriage is provided in the Instruction for the carriage of oversized and heavy cargo on the railways of the CIS countries, the Republic of Estonia, the Republic of Latvia and the Republic of Lithuania DČ-1835 approved by Order No. Į-184 of AB Lietuvos geležinkeliai dated 31 March 2017. The exact dimensions of the 1,435 mm gauge width railway loading gauges and cargo securing instructions are described in the Railway Wagon Loading Guidelines approved by the International Union of Railways (UIC).

Figure 2. **Loading gauge on the 1,520 mm gauge railways**



4. **Gauge control devices**. The Instruction for the Organization and Management of Train Traffic in the Event of a Tripping or Failure of a Gauge Control Device LTGI 347/E, approved by the Manager and published on the Manager's website in section "Standard Technical Documentation", indicates the location and representation of gauge control devices, determines the organization and management of train traffic, when the gauge control device is activated or damaged or during its repair, the inspection of trains located at the intermediate station where the gauge control device is installed, and the notification of drivers about a tripped or broken gauge control device and coordination of their actions.

2.3.5. Weight Limits

1. On 1 520 mm gauge line, the maximum permissible static axle load is 25 t and 22,5 t on 1 435 mm gauge railway line.
2. The equivalent load t/m for each railway line is determined by the Manager, taking into account the permissible equivalent loads of road structures. Equivalent load limits in the Lithuanian railway network range from 7.5 to 10.5 t/m.

2.3.6. Line Gradients

A list of ruling slopes shall be provided in Annex 6 of the Network Statement

2.3.7. Maximum Line Speed

1. Information on the maximum permissible speeds of railway rolling stock at railway intermediate stations, main roads of railway stations, and arrival and departure roads shall be specified on the website of the Manager in the section "Standard Technical Documentation".

2. Information on the maximum permitted railway rolling stock speeds on railway tracks of railway stations and access railway tracks managed by the Manager shall be specified on the Manager's website in the section "Standard Technical Documentation".

2.3.8. Maximum Train Lengths

1. The lines and the maximum lengths of trainsets that can run on these lines are specified in Annex 2 of the Network Statement
2. The maximum length of passenger trains shall be determined by the lengths of the platforms on the route of such a train, specified in Annex 5 of the Network Statement.
3. In exceptional cases, the railway undertaking (carrier) may form trains longer than those provided for in Annex 2 of the Network Statement and Annex 5 of the Network Statement. In such a case, the railway undertaking (carrier), when submitting the Application for Capacity Allocation, the Late Annual Working Timetable Path Request and the Ad-Hoc Path Request, must:

   3.1. Assess whether changes to the railway system will not be applied, and inform the Manager about the results of the assessment. If changes to the railway system are to be applied, they must be assessed in accordance with Commission Implementing Regulation (EU) No. 402/2013. When carrying out significant and negative changes to the railway system, the railway undertaking (carrier) must carry out the risk management process and submit a safety assessment report with a positive conclusion to the Manager regarding the planned changes to the railway system;

   3.2. In the absence of important changes to the railway system, submit to the Manager a plan of measures to ensure safe train traffic (if necessary), which must include:

      3.2.1. Identified risks threatening the safety of railway traffic, including the occurrence of non-standard situations and measures for managing these risks (hereinafter – **measures**);

      3.2.2. Responsible persons of the railway undertaking (carrier) appointed for the implementation of the measures;

      3.2.3. Measures implementation times;

      3.2.4. Order of cooperation between the railway undertaking (carrier) and the Manager in order to control risks and/or non-standard situations threatening the safety of railway traffic (the Manager, after assessing the aforementioned documents submitted by the railway undertaking (carrier), makes a decision to allow the railway undertaking (carrier) to form a longer than permitted maximum train lengths and allocate capacity or refuse to allocate it).

2.3.9. Power Supply

1. The following shall be the electrified railway lines:

   1.1. state border –Kena–Naujoji Vilnia–Vilnius;

   1.2. Vilnius–Kaunas;

   1.3. Lentvaris–Trakai.

2. The contact network of electrified lines uses 50 Hz AC voltage of 25 kV.
3. The operational length of electrified railway lines is 156 km, of which:
   a) single track railway – 5,1 km;

   b) double-track railway – 150,9 km.

4. In the case of alternating current, the voltage in the receivers of electric rolling stock in any blocked section of the contact network must be at least 21 kV and not higher than 29 kV. With the Manager's permission, the alternating current voltage may not be lower than 19 kV in certain sections. At

intermediate stations and railway stations, the contact wires must hang no lower than 5750 mm above the rail head, and at crossings – no lower than 6 000 mm.

2.3.10. Signalling Systems

1. The arrangement of signalling systems in the railway network shall be presented in Annex 7 of the Network Statement.
2. Signalling systems shall be divided into railway station signalling systems and intermediate station signalling systems.

2.1. **Signalling Systems of railway stations:**

2.1.1. *relay centralisation* (installed in most Lithuanian railway stations; all outdoor objects are controlled by relays, depending on the signalling type of each railway station (switches, traffic lights, track circuits, ALS codes, etc.) and their status is controlled);

2.1.2. *locking switches and signal equipment* (the oldest railway station centralisation system used in Lithuanian railways, installed in 9 railway stations; control panels are installed in railway stations to monitor the movement of trains, train traffic is controlled using relay centralisation, but facilities (e.g. switches) are controlled manually);

2.1.3. *microprocessor centralisation* (installed on renovated railway lines; three microprocessor centralisation systems are used: "Ebilock 950" (at the stations of the Kaišiadorys–Radviliškis line; at the side tracks Jašiūnai–Stasylos–State border with the Republic of Belarus; at the stations of Kena, Stasylos and Kalvarijos), SIMIS-IS (Šiauliai–Klaipėda line stations) and ESA 11-LG (Kaunas–Kybartai and Rokai railway line stations).

2.2. Interstation signaling systems:

2.2.1. *automatic track blocking* (regulates train traffic at side tracks (in the intermediate station, depending on the number of blocked sections, several trains may run at the same time); used in conjunction with the ALS (automatic locomotive signalling) train safety system, with the help of which along the entire length of the blocked section and stations on the main roads to the driver signals from road traffic lights approaching the train is continuously transmitted to the cabin; automatic braking devices (automatic train stopping devices) are installed in the locomotives, which automatically stop the train in case of a restrictive signal);

2.2.2. *semi-automatic track blocking* (regulates train traffic at side tracks (only one train may run at a side track at a time);

2.2.3. Modernised (undergoing modernisation) signalling devices are located on the following railway lines and railway stations:

- Kaišiadorys–Radviliškio (IX-B corridor);
- Kena Railsway station;
- Šiauliiai–Klaipėda (IX-B corridor);
- Kaunas–Kybartai (IX-D corridor);
- Jašiūnai–Stasylos– state border.

2. All traction rolling stock, until the Class A signalling system is installed on the Infrastructure railway lines under the Commission Regulation (EU) 2016/919 of 27 May 2016 on the technical specification for interoperability relating to the "control-command and signalling" subsystems of the rail system in the European Union, must have:

(a) systems that ensure the requirements provided for in Annex 24 of the Description of References to the Application of Certain Points of the Technical Provisions for the Use of Railways, approved by Order No. Į-62 as of 20 January 2014 of the Director General of AB "Lietuvos geležinkeliai"; or

(b) installed special transmission module (STM) module, the technical requirements of which are specified on the Manager's website in the section "Standard Technical Documentation".

2.3.11. Traffic Control Systems

Traffic management is centralised. The traffic control system “DaVinci” is installed in the Vilnius Traffic Control Centre, which allows most railway stations to be managed and/or controlled remotely. The Traffic Control Centre organises and manages train traffic throughout the country, prepares and changes train schedules, coordinates railway traffic breaks for the maintenance, renovation, construction and repair of the railway infrastructure, and promptly reacts to situations dangerous to the safety of railway traffic.

2.3.12. Communication Systems

1. The GSM-R radio communication system is used to organise and manage train traffic, which operates in the 876–880 MHz and 921–925 MHz radio frequency range. In the absence of GSM-R radio communication, the railway station watchman may issue messages from the set of train traffic forms to the train drivers in the appropriate form applied by the Manager.
2. The GSM-R radio communication system works in all operating railway stations and the following intermediate stations:
    - Vilnius–Kaišiadorys–Radviliškis–Šiauliai–Klaipėda–Rimkai–Draugystė;
    - Rimkai–Pagėgiai–Jonaitiškiai–Radviliškis;
    - Pagegii–state border;
    - Radviliškis–Pakruojis–Petrašiūnai;
    - Kužiai–Bugeniai;
    - Mažeikiai–state border;
    - Radviliškis–Joniškis–state border;
    - Radviliškis–Rokiškis–state border;
    - Paneriai–Valčiūnai–Kyviškės–Kena–state border;
    - Vilnius–Turmantas–state border;
    - Vilnius–Kirtimai–Valčiūnai–Stasylos (Šalčininkai)–state border;
    - Vilnius–Lentvaris–Marcinkonys;
    - Senieji Trakai–Trakai;
    - Gaižiūnai–Palemonas–Rokai–Jiesia;
    - Kaišiadorys–Palemonas–Kaunas–Kazlų Rūda–Kybartai–state border;
    - Kazlų Rūda–Šeštokai–Mockava–state border;
    - State border–Mažeikiai–Bugeniai.
3. At border stops, including frontier railway stations, with the exception of Mockava station, the train driver contacts the train traffic coordinator responsible for the interstation, and the linear hectometric radio used by the watchmen of adjacent railway stations (and vice versa) a communication system in which analogue radiocommunications equipment operates at a frequency of 2,13 MHz.
4. On the railway lines Jonava–Rizgonys, Akmenė–Alkiškiai, Šeštokai–Alytus, Kretinga–Darbėnai–Skuodas, Švenčionėliai–Utena and on the access railway tracks, where does not work GSM-R radio communication and analogue radio communication systems used for public mobile communication system.
5. Local radio communication networks – zonal radio communication systems – are used in individual territories. These networks are dedicated to certain functions important in that area and are isolated from other communication systems. Zone radio communication system networks operate in the metric (150–154 MHz) and decimetric (445–450 MHz) wave ranges.

2.3.13. Train Control Systems

System of Automatic Control Measures of Rolling Stock (ACMRS) of the Technical Condition of the Train

1. The places of installation of the components of the Automatic Control Measures of Rolling Stock of the Technical Condition of the Train (hereinafter referred to as ACMRS) system are provided in Annex 8 of the Network Statement.
2. The procedure for the operation and use of automatic control devices for rolling stock installed in the infrastructure is set out in the Instructions for the Use of Automatic Control Measures of Rolling Stock of the Technical Condition of the Train approved by the Manager, which is published on the Manager's website in the section "Standard Technical Documentation".
3. Railway undertakings (carriers) and/or repair companies operating rolling stock shall provide the Manager with the temperature values (norms) of axle boxes, axle necks and wheels of rolling stock.

Traction Rolling Stock Safety Systems

4. Traction rolling stock must be equipped with safety systems that comply with the Rules for Determining and Applying the Requirements of the Railway System, approved by the Order No. 3-586 "On the Approval of the Rules for Determining and Applying the Requirements of the Railway System" as of 23 December 2004 of the Minister of Transport and Communications of the Republic of Lithuania, the Regulations for the Technical Use of Railways, approved by the Order No. 297 "On the Technical Approval of Regulations for the Use of Railways" as of 20 September 1996 of the Minister of Transport and Communications of the Republic of Lithuania, Commission Implementing Regulation (EU) 2019/773 and the Manager's requirements set out in Annex 24 of the Description of the Application References of Certain Points of the Technical Provisions for the Use of Railways.
5. Security systems must ensure operational compatibility with signalling and control devices installed in the Infrastructure.
6. Safety systems must be periodically checked and calibrated in accredited institutions, at the manufacturer or the manufacturer's authorised representative under the procedure established by the Manager or the manufacturer of the safety system.

2.4. Traffic Restrictions

2.4.1. Specialised Infrastructure

There is no specialised infrastructure limiting train traffic.

2.4.2. Environmental Restrictions

There are no environmental restrictions on train traffic.

2.4.3. Dangerous Goods

There are no restrictions on the transportation of dangerous goods.

2.4.4. Tunnel Restrictions

There are no tunnels where train traffic is restricted.

2.4.5. Bridge Restrictions

1. All railway bridges, except pedestrian ones, are classified according to the lift. Bridge category by lift is a generalised indicator of bridge strength.
2. By load capacity, bridges are divided into five categories:
    - **Category I**: Bridges with a superstructure designed for N 8 and S 14 loads, which do not have any defects to reduce load capacity, without speed reduction, as well as bridges designed in

accordance with the provisions of Commission Regulation (EU) No 1299/2014 of 18 November 2014 on the technical specifications for interoperability relating to the 'infrastructure' subsystem of the rail system in the European Union (LM71 and SW/0);

- **Category II**: Bridges which can be used by rolling stock with a longitudinal track load not exceeding 10.5 t/m (tonnes of tractive force per linear metre) with a rail load per locomotive or wagon wheelset of 27 t, as well as all freight wagons up to 500 t in use during the validity of these TTTs, with some speed restrictions;
- **Category III**: Bridges over which rolling stock other than Category I and II, including eight-axle gondola cars with a longitudinal track load not exceeding 9 t/m, as well as transporter wagons up to a load of 500 t at train speeds below those of Category II, may operate during the period of validity of this TTT;
- **Category IV**: Bridges open to four-axle wagons with a longitudinal track load not exceeding 7.5 t/m and to transporter wagons up to 300 t with a speed limit;
- **Category V**: All other bridges of lower load capacity, limiting the speed of heavy trains.

2.4.6. Other Restrictions

It is prohibited to pour sand on the turns from the sand supply system of railway rolling stock, except when it is necessary to stop suddenly, as stipulated in Commission Implementing Regulation (EU) 2019/773.

2.5. Availability of the Infrastructure

1. Freight transportation by rail through Vilnius railway station is restricted. In the absence of capacity limitations (i.e., when there are no traffic interruptions on the bypass, no infrastructure element or rolling stock failures, etc.), freight transportation by rail to (or from) Kena railway station is carried out via Vaidotai, Valčiūnai, and Kyviškės. These restrictions do not apply to freight trains traveling to or from Turmantas railway station.
2. The transportation of freight by rail through Kaunas railway station is restricted, and freight transportation by rail between Jiesia and Palemonas railway stations is carried out via Rokai, except in the following cases:

   a) the freight is transported on the 1,435 mm gauge;
   b) transportation via the bypass through Rokai is not possible (due to traffic interruptions, unforeseen events as provided for in Article 298(1) of the Railway Transport Code, etc.);
   c) transportation on the 1,520 mm gauge is necessary to ensure compliance with infrastructure safety requirements.

3. Indicative capacity of the railway lines (intermediate stations) as specified in the Network Statement in Annex No 4, shows the maximum number of trains which can pass the line in question (in the interstitial) number per day, according to the driving directions (even or odd), depending on the characteristics of the line and trains, the prescribed maximum speed limit, the signalling devices of the line (interstation), how train traffic is organised, the planned Capacity constraints and/or other factors affecting lines/lines for bandwidth. The preliminary capacity of railway lines (intermediate stations) is published for informational purposes and may differ from the actual capacity, which, for the purposes of applying Network Statement 4 the capacity allocation procedures referred to in the section will be determined by the Applicants received applications and circumstances for the allocation of capacity for the relevant working timetable during the period of validity. The main reasons for the possible differences are preliminary and actual thrusts differences in the characteristics of the measures and train trainsets, the planned temporary Capacity changes in restrictions, differences in preliminary and actual stops and parking of trains, etc.

4. The preliminary capacity of railway lines (interconnections) shall be determined under the rules, instructions, Technical Specifications of the Infrastructure, technological processes and methods of operation of railway line signalling equipment and organisation and management of train traffic, applying the norms of advanced technologies for performing actions (operations). The preliminary capacity is determined not only by the technical (theoretical) capacity of the line (interchange) under ideal conditions but also by other foreseeable circumstances, such as foreseeable temporary capacity constraints and interruptions to railway traffic.

5. The provisional capacities of the railway lines/intermediate stations are calculated daily, taking into account the following data:

   (a) intermediate stations running times determined by traction calculation theory. The main factors influencing the duration of intermediate stations running are the length of the inter-track, the maximum permissible speed on the intermediate station and individual sections of the intermediate station, the maximum speed achievable by the train on the intermediate station due to the technical characteristics of the locomotive, the train set and the infrastructure (gradients, inclines, curves, etc.), the need for the train to stop at the station and the impact on the train speed of the need to accelerate and/or brake, etc.
   (b) traffic breaks required for maintenance work on the track, Infrastructure structures, overhead contact line and signalling installations, lasting between 1 and 2 hours (under the Technical Regulations for the Use of Railways);
   (c) the minimum time required for the action to accept, release or pass a train and the minimum time separating the passage of trains on an automatic interlocking section, which shall be determined taking into account the consistency and possible parallelism of the actions involved in accepting, releasing and passing trains (the time rates for each action concerned shall be determined under the Technical Regulations for the Operation of Railways, the Station Books and the working technology of the railway stations concerned);
   (d) the weight of the train unit as specified in Annex 4 to the Network Statement.

   The mass of the train unit is calculated according to the formula:

$$Q_{sk} = \frac{F_{trsk} - (w_0' + i_{sk})P}{w_0'' + i_{sk}}, \text{ where}$$

   where:
   F_{trsk} – the calculated tractive force;
   w_0' – the locomotive's main comparative motion resistance;
   w_0'' – the main comparative resistance of the trainset;
   P – the mass of the locomotive;
   i_{sk} – a calculated gradient.
   The mass of the train set is calculated from the equation of the tractive force and the resistance to motion when the train is moving at uniform speed. The methodology for calculating the mass of trainsets depends on the profile of the railway track, i.e. the characteristics of the calculated and inertial gradients. The calculation of the mass of the train is based on the use of the total wheel contact with the railway track and the power of the locomotive, as well as the use of kinetic energy at each intersection, ensuring the safety of railway transport and the continuity of the rolling stock movement.

2.6. Infrastructure Development

Information about Infrastructure development and modernisation is placed on the Manager's website in the section "Planned Projects".

3. ACCESS CONDITIONS

3.1. Introduction

This section describes the conditions under which railway undertakings (carriers) and/or companies traveling to and from the place of construction, repair and/or maintenance works (hereinafter – the **Works**) of Infrastructure objects (hereinafter – the **Repair Companies**) have the right to use the Infrastructure.

3.2. General Access Requirements

The conditions and requirements for using the Infrastructure shall be set out in Article 28 of RTC.

3.2.1. Conditions for Applying for Capacity

1. Pursuant to Article 28 (1) and (3) of the RTC, the following shall have the right to use the Infrastructure (with the exception of the exceptions set out in Article 28 (2) and (5) of the RTC):

   (a) a railway undertaking (carrier) registered in the Republic of Lithuania or another EU member state for which capacity is allocated;

   (b) a railway undertaking (carrier) operating in the interests of the Applicant, which is not the Applicant, but has the right to use the capacity allocated to the Applicant according to the contract with the Applicant;

   (c) repair companies.

2. Pursuant to Article 28 (2) of RTC, the exclusive right to receive the minimum access package and the right to use the Infrastructure for the provision of transit rail transport services shall be granted only to railway undertakings (carriers), all shares of which are directly or indirectly owned by the State of Lithuania. Railway undertakings (carriers) and railway undertakings (carriers) acting in the interests of the Applicant, when providing passenger, baggage and/or load transportation services on local and/or international routes in the territory of the Republic of Lithuania, must ensure that the Infrastructure is not used to provide transit rail transport services.

3. Capacities shall be allocated according to the procedure described in Section 4 of the Network Statement.

4. Pursuant to Part 2 Article 29 of the Railway Transport Code (RTC), the Applicant may not transfer or sell the Capacity allocated to it to another company or another railway transport service. The transfer of Capacity shall not be deemed to be a transfer of Capacity where the Capacity is used by a railway company (carrier) acting in the interests of the Applicant which is not a railway company (carrier), or if the Applicant is reorganised, reconstructed or separated, the successor to the rights and obligations of the Applicant, which continues or takes over the Applicant's business or part thereof, together with the continued or taken over business or part thereof, takes over from the Applicant the Capacity allocated to the Applicant necessary for the performance of that business or part thereof.

3.2.2. Conditions for Access to the Railway Infrastructure

1. Pursuant to Article 28 (4) of RTC, the Manager shall be prohibited from discriminating against railway undertakings (carriers) and repair companies or providing them with different access conditions to the public railway infrastructure.

2. Pursuant to Article 101, Part 1 and Article 28, Part 1 of the RTC, a railway undertaking (carrier) and/or repair company, in order to acquire the right to use the Infrastructure, must:

(a) have a valid licence of a railway undertaking (carrier) (more about licences – Clause 3.2.3 of the Network Statement) (the requirement to have a licence of a railway undertaking (carrier) shall not apply to repair companies);

(b) have a safety certificate (parts A and B, issued before 1 January 2021) or a general safety certificate (for more information on certificates, see Clause 3.2.4 of the Network Statement);

(c) have a valid mandatory civil liability insurance contract (for more information on insurance, see Clause 3.2.5 of the Network Statement);

(d) enter into an Infrastructure Usage Agreement with the Manager (for more information on Infrastructure Usage Agreements, see Clause 3.3 of the Network Statement).

3.2.3. Licences

1. Licences to railway undertakings (carriers) shall be issued in accordance with Article 10 of the RTC and the Licencing Rules for Railway Undertakings (Carriers), approved by Resolution No. 783 "On Approval of the Licencing Rules for Railway Undertakings (Carriers)" as of 17 June 2003 of the Government of the Republic of Lithuania.
2. Licences of the railway undertakings (carrier) shall be issued, suspended, or revoked by the LTSA.
3. In the Republic of Lithuania, licences issued in any EU member state to transport passengers, baggage and freight by rail shall be valid.
4. Detailed information on the issuance of railway undertaking (carrier) licences shall be available on the LTSA website.
5. Information about companies that have been issued licences to engage in economic and commercial activities of railway transport shall be published on the LTSA website and ERADIS.

3.2.4. Safety Certificate

1. General safety certificates are issued under Article 8 of the LoRTS and the Rules for Submission of Applications for General Safety Certificates by Railway Undertakings (Carriers) and Applications for Safety Permits Issued by Railway Infrastructure Managers, approved by Order No. 3-37 "On the Approval of the Rules for Submission of Applications of Railway Undertakings (Carriers) for the Issuance of General Safety Certificates and Applications of Railway Infrastructure Managers for the Issuance of Safety Permits" as of 23 January 2003 of the Minister of Transport and Communications of the Republic of Lithuania.
2. General Safety Certificates shall be issued, updated, supplemented, amended, temporarily restricted, suspended, cancelled or revoked by:

a) ERA, if the company's place of business is only in the Republic of Lithuania or in the Republic of Lithuania and another (other) EU member state(s); or

b) LTSA, if the company's place of business is only in the Republic of Lithuania.

3. Applications for General Safety Certificates shall be made through the RNE One-Stop-Shop. Detailed information on the issuance of General Safety Certificates shall be published on the LTSA website.

3.2.5. Insurance

1. Under Article 10^1 of RTC, railway undertakings (carriers) and repair companies must insure their property interests in connection with their civil liability to a third party for damage caused by the

policyholder's carriage of passengers, baggage and/or freight on domestic and/or international routes in the EU in the territory, activities of combined passenger transport on local routes and/or use of railway rolling stock in the Infrastructure.

2. The minimum amount of compulsory civil liability insurance of a railway undertaking (carrier) must be 500 000 EUR per insured event and 2 000 000 EUR for all insured events per year.

3. The minimum amount of the repair company's compulsory civil liability insurance must be 100 000 EUR per insured event and 500 000 EUR for all insured events per year.

3.3. Contractual Arrangements

3.3.1. Framework Agreement

1. A general agreement between the Manager and the Applicant may be concluded where, to meet the reasonable commercial needs of the Applicant, the capacity needs to be allocated for a period longer than one annual working timetable.

2. General agreements for the period of validity of the Annual working timetable for 2024–2025 shall not be concluded between the Manager and the Applicant.

3. If the Manager decides to conclude general agreements, they shall be concluded under Commission Implementing Regulation (EU) 2016/545. Information on the procedures and criteria for concluding such agreements shall be provided in the Manager's network statement approved during the validity period of the relevant annual working timetable, informing all stakeholders.

3.3.2. Agreement for the use of infrastructure

1. The Agreement for the Use of Infrastructure determines the rights and obligations of the railway undertaking (carrier) or repair company and the Manager, related to the use of the allocated Capacity during the validity period of one working timetable.

2. Pursuant to Article 29, Part 9 of RTC, the Manager determines the requirements for the content of the Agreement for the Use of Infrastructure, which are presented in the Agreement for the Use of Infrastructure form, provided in Annex 15 of the Network Statement.

3. The conditions of the form of the Agreement for the Use of Infrastructure are unchangeable, except in cases where the change of this form is necessary due to the specifics of the activities carried out by the parties to this agreement and/or changes in its organization and this change does not worsen the position of any of them in relation to the other parties to this agreement, or changing the conditions of teh agreement is ordered to be carried out after verification of compliance with the interests of national security in the cases and procedures established by the legal acts of the Republic of Lithuania.

Conclusion of the Agreement for the Use of Infrastructure

4. The conclusion of the Agreement for the Use of Infrastructure is regulated in paragraphs 6 and 7 of Article 29 of the RTC.

5. The Agreement for the Use of Public Railway Infrastructure is concluded for a period of one working timetable.

6. The Agreement for the Use of Infrastructure is concluded, and the concluded agreement is renewed taking into account changes to the Network Statement and the Agreement for the Use of Infrastructure form every year for the period of the working timetable, even if a general agreement is concluded.

7. The railway undertaking (carrier) or repair company, in order to conclude an Angreement for the Use of Infrastructure with the Manager, no later than **14 August 2024** or at least two months before the submission of the Ad-Hoc Path Request, submits a free-form request to the Manager to conclude an Angreement for the Use of Infrastructure. The following valid documents and/or their

copies must be submitted together with the request to conclude the Agreement for the Use of Infrastructure (if the documents are written in a foreign language, their translation into Lithuanian or English must also be submitted):

a) Copy of the compulsory civil liability insurance certificate;

b) Copy of the general safety certificate (or part A and/or part B of the safety certificate;

c) Copy of railway undertaking (carrier) license [2];

d) List of available traction or self-propelled rolling stock according to Annex 2 of the Agreement for the Use of Infrastructure form (Annex 15 of the Network Statement);

e) Copy of the Description of the Railway Transport Traffic Safety Management Systems;

f) Power of attorney of the person who has the right to enter into the Agreement for the Use of Infrastructure;

g) Standard Form of Declaration completed and signed by the manager or manager's authorized person (Annex 23 of the Network Statement).

8. The application and the documents specified in this section and their copies are submitted to the Manager by e-mail (e-mail paraiskos.pajegumai@ltginfra.lt), if they were not submitted earlier (in this case, the railway undertaking (carrier) or repair company indicates when these documents were submitted).

9. In order to check the information specified in the standard form of the Declaration, the Manager has the right to request the railway undertaking (carrier) or the Repair Company to provide additional data and/or documents that would support the circumstances checked by the Manager and the form and scope of which depend on the nature and scope of the data requested to be provided or confirmed and their storage forms (document copies, extracts, data summaries or other), including but not limited to:

a) Incorporation or registration documents containing the name, legal form, registered office (address), address of the actual activity, code, registration extract and date of issue of the railway undertaking (carrier) or Repair Company;

b) Documents confirming the ownership and management structure of the railway undertaking (carrier) or Repair Company;

c) Documents justifying the activity and nature of the railway undertaking (carrier) or Repair Company (e.g. articles of association, regulations, decisions of management bodies, joint activity agreement, etc.)

d) Documents required for confirmation by the final beneficiary(ies) (e.g. extract from register of beneficiaries, copy of shareholders' journal, incorporation documents of the proposed structure, etc.);

e) Documents substantiating the origin of funds (e.g. approved annual financial statement, bank account statement, etc.);

f) Documents confirming the wider information of the business partners of the railway undertaking (carrier) or Repair Company or the verification of business partners for the purposes of Sanctions regulation;

g) Transport documents;

h) Documents to be submitted to customs;

i) Permits and/or any other consents, notices, if and when it is required under the legislation governing Sanctions.

10. In cases where a railway undertaking (carrier) or Repair Company confirms in the standard Declaration form specified in Annex 23 of the Network Statement that it will apply its Sanctions

[2] The requirement to have a railway undertaking (carrier) license does not apply to repair companies.

Implementation Policy, this policy must not conflict with the Manager's Sanctions Implementation and Control Policy and meet at least the following minimum criteria:

a) The concept of sanctions;

b) Principles of sanctions implementation and control (priority of values, reliability of partners and zero risk tolerance, responsibility and reliability of information, compliance and traceability, "four eyes");

c) Ensuring constant verification of customers, business partners;

d) Cooperation with the Manager and competent authorities in the implementation of Sanctions.

11. The railway undertaking (carrier) or the Repair Company, by submitting the data, information and (or) documents specified in this section to the Manager, confirms the correctness of the data, information and (or) documents provided, and if it becomes clear that untrue data, information and (or) documents – according to the procedure established by legal acts.

12. The Manager, upon receiving a request from the railway undertaking (carrier) and/or Repair Company regarding the conclusion of the Agreement for the Use of Infrastructure and the information specified in paragraph 8 of section 3.3.2 of the Network Statement (parts a–g and, if necessary, paragraph 10), begins to coordinate the Agreement for the Use of Infrastructure drafting issues and submits a draft Agreement for the Use of Infrastructure to the railway undertaking (carrier) and/or Repair Company in writing or by means of electronic communications.

13. The Agreement for the Use of Infrastructure with the railway undertaking (carrier) that has submitted an Application for Capacity Allocation must be concluded at least one month before the working timetable comes into force, and if in accordance with Article 29, Part 5 of the RTC, an agreement on infrastructure capacity allocation must be concluded, the railway company (carrier) acting in the interests of the applicant must enter into the Agreement for the Use of Infrastructure before the date of the conclusion of the Agreement on Capacity Allocation.

14. For an applicant who is a railway undertaking (carrier), after submitting an Ad-Hoc Path Request or a Late Annual Working Timetable Path Request, the Agreement for the Use of Infrastructure must be concluded at least one month before the start of the use of the Capacities requested by these applications, and if an agreement on the allocation of Infrastructure Capacities is to be concluded, by the date of conclusion of the Agreement on Capacity Allocation.

15. Upon receiving a request to conclude an Agreement for the Use of Infrastructure, in accordance with Article 29[1], Part 7 of the RTC, within 20 (twenty) working days at the latest, in the cases and in the manner specified in Article 13, Parts 1 and 2 of the Law on the Protection of Important Objects for the National Security of the Republic of Lithuania, apply for verification of compliance with national security interests of an Agreement for the Use of Infrastructure, according to which if the railway undertaking (carrier) is granted access to specific facilities and assets determined by the Government to ensure national security, there could be a risk or threat to national security.

16. The Manager informs the railway undertaking (carrier) or Repair Company about the decision made in the procedure established by the Law on the Protection of Objects Important for Ensuring the National Security of the Republic of Lithuania regarding the compliance of the Agreement for the Use of Infrastructure with the interests of national security no later than within 2 (two) working days from the date of receipt of such decision.

17. The Manager concludes the Agreement for the Use of Infrastructure with the railway undertaking (carrier) that submitted the request to conclude this agreement, if the Agreement for the Use of Infrastructure intended to be soncluded is not recognized as not meeting the interests of national security in accordance with the procedure established by the Law on the Protection of Objects Important for Ensuring National Security of the Republic of Lithuania, as well as in cases where the execution of the Agreement for the Use of Infrastructure does not conflict with the international sanctions implemented in the Republic of Lithuania or the request to conclude the Agreement for the Use of Infrastructure, the railway undertaking (carrier) or the Repair Company refuses to provide the data or documents specified in paragraphs 8 g and (or) 10 of this section Network Statement.

Cooperation on common risk management measures

18. The Manager and railway undertakings (carriers) are obliged, in accordance with Article 4(3) of the LRTTS, to develop safety management systems for rail traffic and to implement the measures laid down in these systems to achieve the general objectives of safety and to ensure compliance of the railway system with the safety requirements for rail traffic laid down in the national rules and the TSIs and the application of the relevant general safety practices.

19. The Manager and railway undertakings/carriers cooperate to establish harmonised measures to manage common risks: procedures for the investigation of accidents occurring in railway infrastructure, for the handling of their consequences, for the testing of emergency management plans and for the exchange of information, which ensure that the conditions are as favourable as possible for the immediate action of the emergency services in the event of an accident in railway infrastructure, as well as procedures for the practical training of persons wishing to obtain train driver certificates, ensuring the most appropriate amount of practical training in terms of railway safety, in accordance with paragraph 7 of the Description of the requirements for the Railway Traffic Safety Management Systems, approved by Order No. No 3-297 of the Minister of Transport and Communications of the Republic of Lithuania of 17 July 2006 approving the Description of the requirements for Railway Traffic Safety Management Systems, and the requirements laid down in Commission Delegated Regulation (EU) No 2020/782, Commission Regulation (EU) No 1158/2010 and Commission Regulation (EU) No 1169/2010.

20. In order to ensure a high level of safety in rail traffic and effective risk control, the Manager cooperates with suppliers, partners or contractors, railway undertakings (carriers), other undertakings using the railway infrastructure, or other interested parties on the risks identified in relation to traffic safety and on the risk management and implementation measures: analysing the circumstances of incidents, the measures taken to control the risks, and agreeing on plans for the safety measures to ensure that railway accidents or incidents and other adverse events do not occur in the future.

3.3.3. Agreement for Capacity Allocation

1. Under Article 29(5) of the RTC, an Applicant other than a railway undertaking (carrier) which has applied for the allocation of capacity and is willing to pay a fee for a minimum access package and a railway undertaking (carrier) acting on behalf of that Applicant shall conclude a Public Railway Infrastructure Capacity Allocation Agreement with the Manager for the duration of a one annual working timetable or shall renew it in the light of any changes in the form of the Network Statement and of the Form of Agreement on the Public Railway Infrastructure Capacity Allocation Agreement, on an annual basis, for the duration of the one annual working timetable, even if there is a general agreement in force.

2. An Applicant that is not a railway undertaking (carrier) wishing to enter into a capacity allocation agreement with the Manager must submit the following documents:

   a) a power of attorney for the person authorised to conclude the Capacity Allocation Agreement;

   b) a document certifying that it is an international group of railway undertakings (carriers), consignor (consignee) or freight forwarder wishing to reserve Capacity in order to provide public passenger transport services by rail, or having a commercial interest.

3. The Capacity Allocation Agreement is concluded with the Manager at least one month before the date of entry into force of the working timetable, except as provided for in subparagraph 4.

4. The standard form of the capacity allocation agreement shall be presented in Annex 16 of the Network Statement.

5. The terms and conditions of the standard form of the capacity allocation agreement shall be unchanged, except when the change of this standard form is necessary due to changes in the specifics of the activities carried out by the parties to this agreement and/or changes in its organisation, and such a change does not worsen the position of any of them concerning the other parties to this agreement.

3.3.4. General Conditions

During the validity period of the 2024-2025 working timetable, the Manager does not use the RNE document regulating the general conditions of the railway infrastructure, "Common Conditions of Use of the European Railway Infrastructure".

3.4. Specific Access Requirements

3.4.1. Rolling Stock Acceptance

1. Pursuant to Article 15 of the LRTTS, railway transport traffic is allowed to use only technically sound rolling stock registered in the cases and procedures established by RTC, the technical maintenance of which is carried out in accordance with the procedure established by the LRTTS and the Law on the Maintenance of Potentially Dangerous Equipment of the Republic of Lithuania and the international agreements of the Republic of Lithuania on the international transportation of dangerous goods by railway.
2. Before starting to use rolling stock or the mobile railway subsystems that make up it, a permit to place rolling stock on the market and/or a permit to start using rolling stock (hereinafter – the **permits**) must be obtained.
3. Permits are issued in accordance with Commission Implementing Regulation (EU) 2018/545, Article 11 of LRTTS and Rules for Issuing Permits to Start Using Stationary Railway Subsystems and Permits to Put Railway Rolling Stock on the Market, approved by Order No. 3-507 of the Minister of Transport and Communications of the Republic of Lithuania dated 22 December 2006 "On the Approvel of the Rules for Issuing Permits to Start Using Stationary Railway Subsystems and Permits to Put Railway Rolling Stock on the Market " (hereinafter – **Rules for Issuing Permits to Start Using Stationary Railway Subsystems and Permits to Put Railway Rolling Stock on the Market**).
4. Permits are issued by:
   a) ERA, when the intended place of use of rolling stock is only in the Republic of Lithuania or in the Republic of Lithuania and another EU member state(s);
   b) LTSA (Lithuanian Transport Safety Administration), when the intended place of use of the rolling stock is only in the Republic of Lithuania.
5. Documents for obtaining permits are submitted in the ERA one-stop shop. Detailed information on issuing permits is available on the LTSA website.
6. The assessment of the technical compatibility of rolling stock and the network of the place of their use related to the procedures for issuing permits (when preparing the documents specified in sub-section 18.9 of the table provided in section 18 of Annex I of Commission Implementing Regulation (EU) 2018/545) is carried out in accordance with the procedure established in Rules for Issuing Permits to Start Using Stationary Railway Subsystems and Permits to Place Rolling Stock on the Market and Rules for Checking the Technical Compatibility of the Network of Rolling Stock and Their Place of Use, When the Rolling Stock is Intended to Be Used in the Railway Infrastructure Managed by AB LTG Infra, approved by Order No. IS(LGI)-279) of the CEO of AB LTG Infra dated 19 July 2021.

3.4.2. Staff Acceptance

1. In accordance with the requirements of Article 20(1) of the LRTTS, natural persons who are not employees of railway infrastructure managers or railway undertakings (carriers), but who wish to obtain the right to work in a hazardous zone, must meet the Manager's qualification requirements for employees who perform tasks that are important for ensuring traffic safety. Employees performing work in a railway hazardous zone are required to pass a knowledge test to the satisfaction of the road safety authority in accordance with the procedure laid down by the road safety authority and to obtain an electronic certificate of a natural person working in a railway hazardous zone. Examinations of natural persons seeking the right to work in the hazardous zone

of railways are organised, their knowledge is tested and a certificate is issued by examination centres[3] authorised by the LTSA. The requirements applicable to all legal and natural persons planning to carry out their activities in the facilities or territories managed by the Manager are laid down in the Rules for the safe organisation of work of LTG Infra AB, LTGI 378/S.

2. Pursuant to the requirements of Articles 31–33 of LoRTS, train drivers must have a valid train driver's licence and train driver's certificate in order to operate railway rolling stock.

3. Train driver licences shall be issued by LTSA following the Description of the Procedure for Issuing Train Driver Licences, approved by Order No. 3-301 "On Approval of Description of the Procedure for Issuing Train Driver Licences" as of 7 May 2010 of the Minister of Transport and Communications of the Republic of Lithuania. Detailed information on the issuance of train driver's licences shall be available on the LTSA website.

4. Certificates for train drivers shall be issued by the railway infrastructure manager or the railway undertaking (carrier) with which the train driver has concluded a contract. Train driver certificate forms shall be issued by LTSA. Detailed information on the issuance of train driver certificates shall be available on the LTSA website.

3.4.3. Exceptional Transport

1. The transportation of bulky and heavy freight shall be regulated by the Instruction on the Transportation of Bulky and Heavy Freight on the Railways of the CIS Countries, the Republic of Estonia, the Republic of Latvia, and the Republic of Lithuania No. DČ-1835, approved by the Order No. Į-184 as of 31 March 2017 of the Director General of AB "Lietuvos geležinkeliai".
2. Wagons, open wagons and 4-8-axle transporter wagons that transport oversized loads of 1st – 2nd degree of the lower zone, 1st – 3rd degree of the side zone, 1st – 2nd degree of the upper zone shall be passed following according to the annual working timetable.
3. The railway undertaking (carrier), when submitting applications for capacity allocation, Late Annual Working Timetable Path Requests or Ad-Hoc Path Requests, or when submitting applications under Sub-Clause 2 of Clause 4.8.1, must additionally coordinate the following carriages with the Manager:

(a) platform wagons and open wagons, 4-8-axle transporter wagons, including 120 t combined transporter wagons with one intermediate platform or with two intermediate platforms, which are used to transport bulky and super bulky loads of 3rd – 6th degree in the lower zone, 4th- – 6th degree of the side zone and 3rd degree of the upper zone;

(b) Transporter wagons with 12 or more axles, which carry cleared and bulky freight of lower degrees than those indicated in Clause (a);

(c) carriages of bulky non-operational electric train sections and electric train wagons.

4. Detailed information on the transportation of bulky and heavy freight can be provided by e-mail at paraiskos.pajegumai@ltginfra.lt.

3.4.4. Dangerous Goods

The transportation of dangerous goods by railway transport on the territory of Lithuania is regulated by:

1. Law on Carriage of Dangerous Goods by Car, Rail and Inland Waterway of the Republic of Lithuania;

[3] The amendment to Clause 3.4.2(1) of the Network Statement will enter into force as of 1 May 2025, following the entry into force of the Republic of Lithuania Law on Railway Traffic Safety, No. IX-1905, to amend Articles 1, 2, 4, 5, 6, 7, 8, 10, 11, 13, 14, 15, 17, 18, 20, 21, 22, 23, 24, 26, the Annex, and to supplement the Law with Articles 161, 191, and Article 20(1).

2. Annex C of the Convention concerning International Carriage by Rail (COTIF) Regulation concerning the International Carriage of Dangerous Goods by Rail (RID);

3. Annex 2 of the Convention concerning International Carriage of Goods by Rail (IGAS) "Rules for the Carriage of Dangerous Goods" (in Russian);

4. Description of the Inspection Procedure for Cars and Railways Transporting Dangerous Goods by Road, approved by Resolution No. 1778 "On the Approval of the Description of the Inspection Procedure for Cars and Railways Transporting Dangerous Goods by Road" as of 13 November 2002 of the Government of the Republic of Lithuania;

5. Resolution No. 367 "On the Transportation of Dangerous Goods by Road and Rail in the Republic of Lithuania" as of 17 May 2017 of the Government of the Republic of Lithuania;

6. Resolution No. 1547 "On the Granting of Powers in the Areas of Transportation of Dangerous Goods by Road and Railways and Related Activities" as of 28 December 2011 of the Government of the Republic of Lithuania;

7. Rules of Load Transportation by Rail, approved by Order No. 174 "On Approval of the Rules of Load Transportation by Rail" as of 20 June 2000 of the Minister of Transport and Communications of the Republic of Lithuania;

8. Description of the Procedure for Determining and Announcing Additional Requirements, Restrictions, or Prohibitions for the Transportation of Dangerous Goods, not Specified in the International Treaties of the Republic of Lithuania, which Regulate the Transportation of Dangerous Goods, approved by the Order No. 3-181 "On the Approval of the Description of the Procedure for Determining and Announcing Additional Requirements, Restrictions, or Prohibitions for the Transportation of Dangerous Goods, not Specified in the International Treaties of the Republic of Lithuania, which Regulate the Transportation of Dangerous Goods and the recognition of the Order No. 3-508 "On the Procedure for Determining and Announcing the Routes on which it is Prohibited to Transport Dangerous Goods" as of 13 March 2012 of the Minister of Transport and Communications of the Republic of Lithuania as invalid";

9. Special Requirements for Ensuring the Safety of the Carriage of Dangerous Goods on 1 520 mm Gauge Railways in the Territory of the Republic of Lithuania, approved by Order No. V-769 "On the Approval of the Safety Requirements for the Carriage of Special Dangerous Goods on 1 520 mm Gauge Railways in the Territory of the Republic of Lithuania" as of 29 October 2012 of the Head of the State Railway Inspectorate under the Ministry of Transport and Communications.

3.4.5. Test Trains and Other Trains

1. To check the compatibility of the mobile railway subsystems that make up the rolling stock and the corresponding railway network, test runs of the rolling stock shall be carried out.

2. The test runs of railway rolling stock shall be carried out under the procedure outlined in Annex 4 of the Rules for Issuing Permits to Start Using Stationary Railway Subsystems and Permits to Put Railway Rolling Stock on the Market.

3.4.6. Utilisation of a Part of the Public Railway Infrastructure for the Provision of Certain Rail Transport Services

Under Article 29 (14) of the RTC, for the period of validity of the annual working timetable of 2024–2025, there shall be no parts of the infrastructure that may be used only for the provision of certain rail transportation services.

3.5. Control of Compliance with the Terms of Use of the Infrastructure

1. The Manager, under Article 28 (6) of the RTC, shall carry out control of compliance with the conditions of use of the Infrastructure set out in Article 28 (1) and (2) of the RTC (hereinafter referred to as the **Utilisation Control**) in the following cases:

   (a) Utilisation Control before capacity allocation;
   (b) Utilisation Control after capacity allocation.

Control of Use prior to Capacity allocation

2. Control of Use prior Capacity allocation is carried out after the applicant submits an Application for Capacity Allocation, a Late Annual Working Timetable Path Request or an Ah-Hoc Path Request and the documents attached to it, specified in Table 2 of Section 4.5.1.1 of the Network Statement "Documents provided by the Applicant", as well as by applying the procedure for eliminating deficiencies specified in Parts 6 and 8 of Article 29[1] of the RTC and described in Section 4.5.1.2 of the Network Statement,paragraphs 6–12 of section 4.5.2 of the Network Statement and paragraphs 10–16 of section 4.5.3 of the Network Statement.

3. In carrying out the control of compliance with the conditions of use of the Infrastructure set out in paragraph 2 of Article 28 of the RTC before the allocation of capacities, the Manager assesses whether the received Application for allocation of capacities, a Late Annual Working Timetable Path Request or a Ad-Hoc Path Request are requesting the allocation of a route(s) in which there is a real possibility to carry out transit and after determining that such a possibility exists, the Manager has the right to ask the Applicant to submit documents (a contract, agreement, letter of intent, etc.) within the deadline set by the Manager, substantiating that using the Infrastructure according to the requested capacity, the cargo will be loaded in the territory of the Republic of Lithuania or a neighboring EU member state and (or) it will be unloaded in the territory of the Republic of Lithuania or a neighboring EU member state, or passengers will not be boarded or disembarked in the territory of the Republic of Lithuania or a neighboring European Union member state, if the Applicant has not submitted such documents to the Manager). If the applicant fails to submit the specified documents within the deadline set by the Manager, the Manager, in accordance with Article 29[1], Part 8 of the RTC, makes a decision to refuse to consider the received Application for Capacity Allocation, Late Annual Working Timetable Path Request or Ad-Hoc Path Request.

Control of Use following the allocation of Capacities

4. Control of use after the allocation of Capacities is carried out by assessing the data processed in the information systems used by the Manager, as well as the information published by LTSA or provided to the Manager. The control of use after the capacity allocation of railway undertakings (carriers), which have the capacity to provide passenger and baggage transport on international routes, is also carried out in cooperation with the State Border Guard Service under the Ministry of the Interior of the Republic of Lithuania (hereinafter – **VSAT**) in accordance with control agreement No. SUTK(LGI)-94 on compliance with the conditions of cooperation on the use of public railway infrastructure concluded by the Manager and VSAT on 27 November 2020 and with the Customs Department under the Ministry of Finance of the Republic of Lithuania (hereinafter – the **Customs Department**) in accordance with the cooperation agreement No. SIK–49/2022 concluded by the Controller and the Customs Department on 19 May 2022.

5. The Manager can perform a documentary check of the Railway undertaking (carrier) or Repair Company regarding the compliance of the Railway undertaking (carrier) or Repair Company with the Sanctions. The documentary check is carried out in order to assess whether the Railway undertaking (carrier) or the Repair Company for which the Capacities are allocated:

   a) It ensures the verification of business partners and transactions for possible Sanctions restrictions and the application of control measures for all parties involved in the transaction;

   b) It does not engage in activities that would avoid the implementation of Sanctions or create conditions for their circumvention;

   c) It has obtained all licenses, permits and/or any other consents and provided all notices, if and when required under the legal acts governing Sanctions;

   d) It applies its own or the Manager's Sanctions implementation policy.

During the documentary check, documents and information specified in paragraph 10 of section 3.3.2 of the Network Statement. v.

6. If the Manager determines a violation of the requirements of the Sanctions, while the Railway undertaking (carrier) or the Repair Company is using the allocated capacities, the Manager informs the competent authorities about such established circumstances in accordance with the procedure of legal acts in the implementation of the Sanctions.

7. If the railway undertaking (carrier) or Repair Company to which the capacity is allocated learns that Sanctions are applied to the railway undertaking (carrier) or Repair Company, its shareholder, beneficiary, person holding a management position or otherwise controlling, it must inform the Manager in writing no later than as within 2 (two) working days from the day such information becomes clear. After the Manager receives such information or determines such facts on its own initiative, the Manager must inform the relevant competent authorities in the implementation of Sanctions no later than within 2 (two) working days from the day such information is disclosed or established. If it is determined that the Railway undertaking (carrier) or the Repair Company is directly subject to Sanctions, the Manager may suspend the examination of new applications for capacity allocation. On the basis of the information specified in this section, the Manager also applies for verification of compliance with national security interests in accordance with the procedure established by legal acts.

8. If the Manager receives information or on its own initiative determines a violation of the duties of the Railway undertaking (carrier) or the Repair Company, as a result of which there is a threat of violating the Sanctions or a violation of the Sanctions has occurred, he applies for verification of compliance with national security interests in accordance with the procedure established by legal acts.

9. If the circumstances specified in Article 29[6], Part 5, Clause 2 of the RTC become apparent, the Manager makes a decision to cancel the Capacities allocated to the Railway undertaking (carrier) or the Repair Company.

10. If the procedure for paying the fee for the minimum access package is violated, when the Manager warns the Applicant and sets an additional deadline of at least 5 working days for them to pay the part of the train traffic fee that makes up the minimum access package, the part of the fee is not paid within this deadline due to Sanctions restrictions related to regulation, the Applicant must inform the Manager thereof. The Manager may request additional information from the Applicant in order to assess whether there is a basis for applying for verification of compliance with national security interests in accordance with the procedure established by legal acts.

11. The railway undertaking (carrier) to which the capacity is allocated, or the railway undertaking (carrier) operating in the interests of the applicant, which does not comply with the conditions set out in Parts 1 and (or) 2 of Article 28 of the RTC, must, no later than within 3 (three) working days from the circumstances that led to this non-compliance to inform the Manager about this in writing. The Manager, no later than within 3 (three) working days after receiving the information, in accordance with Article 29[6], Part 5, Clause 1, makes a decision to cancel the capacity and has the right to unilaterally terminate the Agreement for the Use of Infrastructure concluded with the railway undertaking (carrier) in accordance with the procedure and terms established therein.

12. When the Manager carries out control of use after the allocation of Capacity and determines on his own initiative that the railway undertaking (carrier) does not comply with the conditions of use of the Infrastructure set out in Parts 1 and (or) 2 of Article 28 of the RTC, it applies to the railway undertaking (carrier) with an instruction to provide the following within 3 (three) working days:

    a) When the Manager carries out control of use after the allocation of Capacity and determines on his own initiative that the railway undertaking (carrier) does not comply with the conditions of use of the Infrastructure set out in Parts 1 and (or) 2 of Article 28 of the RTC, it applies to the railway undertaking (carrier) with an instruction within 3 (three) working days provide

    b) Documents supporting written explanations. If the railway undertaking (carrier) bases its written explanations by providing references to the documents that were submitted when submitting the Application for Capacity Allocation, Late Annual Working Timetable Path Request for Allocation of Capacity or Ad-Hoc Path Request, it is not necessary to re-submit these documents.

13. The Manager, after receiving the written explanations of the railway undertaking (carrier) and supporting documents in accordance with the procedure and terms set out in paragraph 6 of section 3.5 of the Network Statement, assesses, no later than within 3 (three) working days, whether the submitted written explanations and documents confirm or deny non-compliance with the conditions for using the Infrastructure established by the Manager.

14. The Manager, having determined that the written explanations and supporting documents submitted by the railway undertaking (carrier) confirm non-compliance with the conditions for using the Infrastructure, or if the railway undertaking (carrier) fails to submit written explanations and documents to the Manager within the set deadline, in accordance with Article 29[6], Part 5, Clause 1 of the RTC, makes a decision to cancel Capacities and has the right to unilaterally terminate the Agreement for the Use of Infrastructure concluded with the railway undertaking (carrier) in accordance with the procedure and terms established therein.

15. The Control of Use set forth in section 3.5 of the Network Statement regarding compliance with the conditions of use of the Infrastructure set forth in Article 28, Part 2 of the RTC is not carried out, and the Control of Use procedure set forth in this section does not apply to applicants who are railway undertakings (carriers) that meet the requirements set forth in Article 28, Part 2 of the RTC, with the exception of Sanctions implementation control check.

4. ALLOCATION OF CAPACITIES

4.1. Introduction

This section describes the procedures and conditions for submission, examination and coordination of Applications for Capacity Allocation, Late Annual Working Timetable Path Requests and Ad-Hoc Path Requests, the Procedure for Identifying the Train Lines Necessary to Go to and From the Place of Performance of the Works and/or the Time Interval for Performing These Works (hereinafter – the **Reservation of Train Lines**), Procedure for Granting Train Lines to Repair Companies, the Procedure for Preparing and Changing the Working Timetable, Making Decisions to Allocate or Refuse to Allocate Capacity, as eell as the Procedure for Changing and Canceling Allocated Capacity.

4.2. General Description of the Capacity Allocation Process

1. Capacities are allocated by the Manager, in accordance with the principles of non-discrimination, efficiency, economy, equality, competitiveness, legal certainty and transparency, following the requirements of Articles 29, 29^{1}, 29^{3}–29^{6} of the RTC.
2. Capacities are allocated according to the Applicant's Applications for capacity allocation (including Late Annual Working Timetable Path Requests and/or Ad-Hoc Path Requests), which are submitted to the Manager in the manner described in section 4.5 of the Network Statement.
3. The Applicant's Applications for capacity allocation (including Late Annual Working Timetable Path Requests and/or Ad-Hoc Path Requests) are submitted through the electronic portal of the Manager's services "InfraGo" (address – https://infrago.ltginfra.lt/), under the conditions specified in section 4.2.1 of the Network Statement.
4. The Applicant can request as many train lines as it wishes. A train line is allocated for one train to run.
5. The capacity is allocated for a maximum period of validity of one working timetable.

Terminai 2024–2025 metų tarnybiniam traukinių tvarkaraščiui

6. The deadlines for capacity allocation and related procedures for the 2024-2025 working timetable are shown in Table 1 below.

Table 1. **Deadlines for capacity allocation and related procedures**

Serial No.	Name of the procedure	Deadline	Term description	Executor
1.	Submission of applications for reserving train lines and/or time intervals in the preparation of the initial draft of the working timetable for the announced infrastructure construction, repair and/or maintenance works	By 15-01-2024	No later than 11 (eleven) months before the working timetable comes into force	**The Manager's structural division and/or legal entity that has entered into a contract with the Manager regarding the performance of Infrastructure works**
2.	Submission of applications for capacity allocation	By 15-04-2024	No later than 8 (eight) months before the working timetable comes into force	**Applicants**

Serial No.	Name of the procedure	Deadline	Term description	Executor
3.	Cancellation of capacity applications or part of the capacity requested in this application	By 14-05-2024	No later than 7 (seven) months before the working timetable comes into force	**Applicants**
4.	Preparation of the initial draft of the working timetable and presentation of its extracts to interested persons	By 15-07-2024	No later than 5 (five) months before the working timetable comes into force	**Manager**
5.	Submitting comments and suggestions on the preliminary draft of the working timetable	By 16-08-2024	Within 1 (one) month from the date of receiving the extracts	**Applicants, interested persons**
6.	Implementation of the procedure for coordination of applications for allocation of the same capacities	By 06-09-2024	No later than 70 (seventy) working days before the working timetable comes into force	**Manager, interested persons**
7.	Submitting a request to examine disputes that arise from the coordination of the applications for the same capacity	By 10-09-2024	No later than 2 (two) working days after the end of the stage of assessment (coordination) of submitted comments and proposals with interested persons	**Applicants**
8.	Cancellation of a Late Annual Working Timetable Path Request or part thereof	By 16-09-2024	No later than 3 (three) months before the working timetable comes into force	**Applicants**
9.	Submission of the final draft of the working timetable to the applicants	By 04-10-2024	No later than 5 (five) months before the working timetable comes into force	**Manager**
10.	Informing whether the Applicants agree with the Capacities provided in the draft working timetable	By 09-10-2024	No later than within 3 (three) working days, from the date of receipt of the final draft working timetable	**Applicants**
11.	Decision-making on Capacity Allocation	By 14-10-2024	No later than 2 (two) months before the working timetable comes into force	**Manager**
12.	Submission of working timetable extracts to Applicants	By 11-11-2024	No later than 35 (thirty-five) calendar days before the working timetable comes into force	**Manager**
13.	Entry into force of the working timetable	By the midnight of 14-12-2024	The working timetable changes at midnight on the	**Manager**

Serial No.	Name of the procedure	Deadline	Term description	Executor
			second Saturday in December	
14.	Submission of an Application to Change Allocated Capacities	28-01-2025	No later than 60 (sixty) calendar days before the day of the working timetable change	**Applicants**
15.	Decision-making regarding Applicants' requests to change the allocated Capacities	By 27-02-2025	No later than 30 (thirty) calendar days before the specified day of changing the valid working timetable	**Manager**
16.	Change of the valid working timetable	29-03-2025		**Manager**
17.	Entry into force of the changed working timetable	30-03-2025	The Manager, having changed the Capacities allocated to the Applicant, changes the valid working timetable and this change takes effect the day after the day of the change of the working timetable	
18.	Submission of an Application to Change Allocated Capacities	By 26-08-2025	No later than 60 (sixty) calendar days before the day of the working timetable change	**Applicants**
19.	No later than 60 (sixty) calendar days before the day of the working timetable change	By 25-09-2025	No later than 30 (thirty) calendar days before the specified day of changing the valid working timetable	**Manager**
20.	Change of the valid working timetable	25-10-2025		**Manager**
21.	Entry into force of the changed working timetable	From 26-10-2025	The Manager, having changed the Capacities allocated to the Applicant, changes the valid working timetable and this change takes effect the day after the day of the change of the working timetable	**Manager**

7. The Manager, having changed the Capacities allocated to the Applicant, changes the valid working timetable and this change takes effect the day after the day of the change of the working timetable Main / Infrastructure / Minimum Access Package (MPP) / Public railway infrastructure capacity section of the Manager's website.

8. Information on preliminary international train lines (pre-arranged paths) for the provision of cargo transportation services on international routes in Regulation (EU) No. 913/2010 along the freight transport corridor, determined in accordance with RTC Article 29[7], Part 6, is published in the RNE Path Coordination System (PCS), access to which is free for applicants operating in the Republic of Lithuania and can be provided upon submission of a request by e-mail (e-mail support.pcs@rne.eu). More information at http://pcs.rne.eu.

9. Information on procedures for allocation of capacity to international trains traveling along the freight corridor specified in Regulation (EU) No. 913/2010 is published in the relevant Corridor Information Document.

10. The Manager ensures that access to sensitive information related to decisions to allocate or refuse to allocate Capacities is ensured as required by Article 24[2], Part 5 of the RTC, and also protects Applications for allocation of capacities and information learned during the examination of Ad-Hoc Path Requests in the interests of the Applicants, the Applicant commercial and professional secrets of operating railway companies (carriers) and use the information provided in these applications only for the purposes for which it was provided. The information specified in this section of the Network Statement is transferred to RRT in accordance with the principles of protection of commercial and professional secrets of business entities established in Article 7[1], Part 8 of the RTC, and is not transferred to other third parties, except in cases where the obligation to transfer such information is provided for by law.

4.2.1. "InfraGo"

1. "InfraGo" (address – https://infrago.ltginfra.lt/) is an information system created by the Manager for submitting applications for capacity allocation, Ad-Hoc Path Requests, requests for railway traffic breaks, ordering services provided by the Public Transport Authority and receiving information about the Manager's decisions to allocate or refuse to allocate Capacities.

2. In order to become an "InfraGo" user, the Applicant must register in the "InfraGo" system by filling out the registration form (address – https://infrago.ltginfra.lt/lt-LT/contact-us/#forma) on the web or from the Applicant's software through the interface, providing information in the TIS (Technical Interoperability Specifications) data exchange standard.

3. After the Applicant registers with "InfraGo", a user account is created and the e-mail address specified in the registration form is created. "InfraGo" login details are sent to the e-mail address.

4. The Applicant, who has become a user of the "InfraGo"system, ensures that the access data of the user account created by "InfraGo" will be used only by persons with the relevant authorisations of the Applicant, is responsible for the inclusion and removal of authorised employees from the Applicant's InfraGo account, and the correctness of the data provided in the user account.

5. The Manager informs the Applicants and Repair companies about the planned renovation works of the "InfraGo" system, which may disrupt the ability to submit and/or evaluate applications for allocation of capacity, Ad-Hoc Path Requests, applications to reserve train lines, 10 working days prior to the start of planned works through the contacts specified in the contract for the use of public railway infrastructure.

6. The Manager informs the Applicants and Repair companies about unplanned disruptions of the "InfraGo" system, which prevented the ability to submit and/or evaluate applications for capacity allocation, Ad-Hoc Path Requests, applications to reserve train lines immediately, but no later than the next working day after the starto f disruptions of the "InfraGo" system through the contacts specified in the contract for the use of public railway infrastructure.

4.3. Temporal Restrictions, Procedure for Reserving Train Lines and/or Time Intervals

4.3.1. General Information

1. The procedure for announcing planned temporary Capacity restrictions, consulting on these restrictions and their coordination is set out in Commission Delegated Decision (EU) 2017/2075.

4.3.2. Terms and Information for Applicants

1. The Manager publishes information about the planned Capacity restrictions and the map of restrictions in the "Capacity of Public Railway Infrastructure" / "Information Related to the Use of Capacity" section of the website.

4.3.3. Reservation of Train Lines Necessary to Go to and from the Place of Performance of the Works

1. The train lines (capacity) reserved in the working timetable are provided for the journeys of the repair companies to and from the place of performance of the Works.
2. Repair companies have the right to initiate the reservation of train lines necessary to go to and from the place of performance of the Works.
3. The repair company wishing to reserve the train lines necessary to go to and from the place of execution of the Works, no later than 11 (eleven) months before the working timetable comes into force, through the electronic portal of the Manager's services "InfraGo" (address – https://infrago.ltginfra.lt/) submits applications to reserve train lines.
4. If, due to the reasons specified in paragraphs 5 and 6 of section 4.2.1 of the Network Statement, the application for reserving a train line (capacity) cannot be submitted through the electronic portal of the Manager's services "InfraGo", these applications are submitted by e-mail (e-mail paraiskos.pajegumai@ltginfra.lt), after completing Applications for the allocation of public railway infrastructure capacity, Late Annual Working Timetable Path Requests for the allocation of public railway infrastructure capacity and Ad-Hoc Path Requests for the allocation of public railway infrastructure capacity and/or using train lines form specified in Annex 10 of the Network Statement and completed using an electronic spreadsheet program (e.g. Microsoft Excel, OpenOffice 2.3 Calc, etc.). The completed application form for reserving train lines (capacity) in Microsoft Excel format can be submitted to the Manager only with the .xls extension. If for objective reasons the application for allocation of capacity cannot be submitted by e-mail, the application is submitted in electronic media at the address Geležinkelio str. 2, LT-02100 Vilnius.
5. The deadlines for submitting applications to reserve train lines and reserving train lines (capacity) are specified in section 4.2 of the Network Statement.
6. The Manager, evaluating the application to reserve train lines (capacity), and having determined that this application does not contain all the necessary data, no later than within 3 (three) working days from the receipt of the application to reserve train lines (capacity) informs the Repair Company about the identified deficiencies and sets a deadline of no less than 3 (three) working days to eliminate deficiencies.
7. If the Repair Company does not eliminate the deficiencies within the deadline set by the Manager, the Manager makes a decision to refuse to consider the application for reserving train lines (capacity) and informs the Repair Company about this no later than the next working day.
8. The Manager, having established that the application for reserving train lines (capacity) contains all the necessary data, no later than within 3 (three) working days from the receipt of the application for reserving train lines, makes a decision to accept the application and informs the Repair Company thereof.
9. A Repair Company that has not submitted an application for reserving train lines (capacity) has the right to use the train lines required to go to the place of construction, repair and/or maintenance work (hereinafter – **Works**) after submitting an application mutatis mutandis in accordance with the procedure and conditions established in section 4.5.3 of the Network Statement when ordering a train line.

4.3.4. Procedurefor Reservation of the Time Intervals Required to Perform the Works (Traffic Breaks)

1. The right to initiate the reservation of time intervals (hereinafter – Traffic Break) required for the performance of the Works is the Manager's structural division and/or the legal entity that has entered into a contract with the Manager regarding the performance of the Works (hereinafter – **the person wishing to perform the Works**).
2. A person wishing to perform the Works during the period of the working timetable must submit an Application for Traffic Break Reservation in the form set out in Annex 9 to the Network Statement

at least 11 (eleven) months before the working timetable comes into force. The Application for Traffic Break Reservation must include:

a) railway line where the Works will be performed;

b) railway track number (if there is one railway track at the station where the Works will be performed, “single track” is indicated, if there are more – the numbers of the railway tracks in Roman numerals I, II, III, etc.; if the Works are planned to be carried out at the railway station – the numbers of the main railway tracks numbers are indicated by Roman numerals I, II, III, etc., by Arabic numerals 1, 2, 3, etc.);

c) the intermediate station where the Works will be carried out, the names of the limiting railway stations (if the Works will be carried out at a railway station, the place of performance of the works is indicated at the same railway station; from the picket number of the kilometer number to the picket number of the kilometer number or Infrastructure object (turnout, bridge, etc.) with exact coordinates);

d) desired date and time of performance of the Works;

e) desired duration of performance of the Works;

f) preferred time of the day for the Works;

g) amount of traffic breaks;
h) weekdays on which the Works will be performed;
i) information justifying the need to announce Traffic Breaks for the Works is provided in accordance with the procedures and deadlines set out in Annex VII of Commission Delegated Decision (EU) 2017/2075;
j) description of the reason for the temporary Capacity constraint;
k) the desired type of Capacity constraint (e.g. closure of rail services (freight trains, passenger trains, electric trains, all trains); speed limitation (specify the limited speed in km/h); length, gauge, weight, type of traction, axle load, and other constraints.

3. A person wishing to perform the Works during the period of validity of the working timetable may request a Traffic Break in accordance with the procedure set out in the Rules for granting and implementing railway traffic breaks.

4.3.5. Procedure for Assessing and Assigning Train Lines Required to Go to the Place of Performance of the Works and Traffic Breaks

1. At least 10 (ten) months before the working timetable comes into force, the Manager assesses whether the train lines needed to go to the place of performance of the Works and traffic breaks can be reserved based on the received applications to reserve train lines and applications for traffic breaks and indicates the results of this assessment in the Draft Assessment of the Reservation of the Train Lines Necessary to Go to the Place of Performance of the Works, which is sent by electronic means of communication or in writing to the Repair Companies, and in the Draft Decision on Traffic Breaks, which is sent by electronic means of communication or in writing to the persons who wish to perform the Works

2. Repair Companies and persons wishing to perform the Works, having received the Draft Assessment of the Reservation of the Train Lines Necessary to Go to the Place of Performance of the Works or the Draft Decision on Traffic Breaks, have the right not later than within 10 (ten) working days from the date of receipt of the draft by electronic means of communication or in writing to submit their comments and suggestions to the Manager

3. The Manager shall, after receiving and evaluating the comments and proposals, take a decision within 10 (ten) working days to accept or reject the comments and proposals. If the comments are accepted, the Manager shall revise the Draft Assessment of the Reservation of Train Lines Necessary to Go to the Place of Performance of the Works or the Draft Decision on Traffic Breaks.

4. The Manager, not later than 9 (nine) months before the working timetable comes into force, in accordance with the revised Draft Assessment of the Reservation of the Train Lines Necessary to

Go to the Place of Performance of the Works and the Draft Decision on Traffic Breaks, includes in the initial official draft of the train schedule the capacities required to go to the place of performance of the Works place or to perform the Works.

4.4. Effect of General Agreements

General agreements for the period of validity of the 2024-2025 working timetable are not concluded between the Manager and the applicant. More information can be found in section 3.3.1 of the Network Statement.

4.5. Capacity Allocation Process

The capacity allocation process includes: submission of capacity applications by applicants, assessment of capacity applications, initial working timetable preparation, final working timetable preparation, Late Annual Working Timetable Path Requests and Ad-Hoc Path Requests, capacity allocation and related procedures. The terms of capacity allocation and related procedures are presented in Table 1 of Section 4.2 of the Network Statement.

Name of the procedure	Short description	Section of the Network Statement
Submission of applications for capacity allocation	The application for allocation of capacity is submitted according to the established procedure, together with the mandatory documents.	**4.5.1.1.**
Assessment of applications for capacity allocation	Assessment of the application, identification of deficiencies and their elimination, if deficiencies are identified, are carried out.	**4.5.1.2.**
Preparation of the initial draft of working timetable (TTT)	The initial draft of the TTT is prepared and presented to the Applicants; Applicants (and interested persons) submit comments to the Administrator for the revision of the initial draft of the TTT	**4.5.1.3.**
Preparation of the final draft of the TTT	The final draft of the TTT, after assessing the submitted comments, is prepared and presented to the Applicants.	**4.5.1.4.**
Making a decision to allocate capacity or not	The decision to allocate capacities or refuse to allocate them is made and the Applicants are informed thereof.	**4.5.1.5.**
Submission of final TTT to Applicants for whom Capacities are allocated	**The extracts of the TTT are provided to the Applicants.**	**4.5.1.6.**

4.5.1. Applications for Capacity Allocation

4.5.1.1. Submission of Applications for Allocation of Capacity

1. Applications for capacity allocation must be submitted to the Manager at least **8 (eight) months** before the working timetable comes into force. The deadlines for submitting applications for capacity allocation and Capacity allocation are specified in section 4.2 of the Network Statement.
2. **The applicant, who is not a railway company (carrier)**, together with the applications, or **at least 3 months** before the working timetable, during the validity period of which the Infrastructure capacities requested by these applications would be used, must indicate the effective dates of the railway company (carrier) acting in its interests.

3. Applications for capacity allocation are submitted on the electronic portal of the Manager's services "InfraGo" (address – https://infrago.ltginfra.lt/), and copies of the documents specified in Table 2 of this section (if the documents are written in a foreign language, their translation into Lithuanian or English language) or explanations – via the Manager's e-mail (e-mail paraiškos.pajegumai@ltginfra.lt).

Table 2. **Documents submitted by the applicant**

Serial No.	*If applied by...*		
	Railway Company (carrier)	**Applicant – not a railway company (carrier)**	**Repair Company**
1.	Compulsory civil liability insurance certificate		Compulsory civil liability insurance certificate
2.		Contract/agreement with the railway company (carrier) that will use the capacity allocated to the applicant (if the railway company (carrier) is not known when submitting the application for capacity allocation, the contract/agreement must be submitted no later than 3 (three) months before the working timetable comes into force)	
3.	Documents describing the activities of the railway company (carrier) (e.g. articles of association)	Documents (contracts, agreements, documents describing the applicant's activities, etc.) justifying that the Applicant, having commercial interests, wishes to acquire Capacities and is: a) an international group of railway companies (carriers); or b) a Consignor (recipient); or c) a Forwarder; or d) An institution authorized by the Government, having the need to ensure the provision of public passenger rail transport services in accordance with the procedure established by legal acts;	
4.	An agreement on cooperation with a railway company (carrier) of a neighboring EU or a third country, justifying the use of another railway company (carrier) to carry out passenger, baggage or cargo transport activities on border railway lines of a neighboring EU or a third country, or a free form explanation together with supporting data (agreements or other documents) about the Applicant's passenger, baggage or cargo transportation activities on the border railway lines of	Agreement on cooperation with a railway company (carrier) of a neighboring EU or a third country, justifying the use of another or the same railway company (carrier) to carry out passenger, baggage or cargo transportation activities on border railway lines of a neighboring EU or a third country (provided when international routes are requested);	

Serial No.	*If applied by...*		
	Railway Company (carrier)	**Applicant – not a railway company (carrier)**	**Repair Company**
	the neighboring EU or a third country, if the same Applicant plans to carry out the transportation activities (provided when international routes are requested);		
5.	An agreement justifying the transfer of data necessary for the reception/transmission of trains between Lithuania and a neighboring EU or a third country, if another railway company (carrier) is used to carry out passenger, baggage or cargo transport activities on the border railway lines of a neighboring EU or a third country (provided when international routes are requested);	Agreement justifying the transfer of data necessary for the reception/transmission of trains between Lithuania and a neighboring EU or a third country, if different railway companies (carriers) are used to carry out passenger, baggage or cargo transport activities on the border railway lines of Lithuania and a neighboring EU or a third country (provided , when international routes are requested);	
6.	The decision of the railway infrastructure manager of the neighboring EU or a third country on the allocation of capacity to the Applicant or another company in the territory of this country, necessary to cross the border of Lithuania/the neighboring EU or third countries, or another document justifying the consent of the railway infrastructure manager of a neighboring EU or third country to coordinate the border crossing points of the Applicant or another company in Lithuania/neighboring European Union or third countries (provided when international routes are requested and if the Applicant has such a decision/consent at the time of application).	The decision of the railway infrastructure manager of a neighboring EU or a third country regarding the allocation of capacity to a company in the territory of this country, necessary to cross the border of Lithuania/neighboring EU or third countries, or another document justifying the consent of the railway infrastructure manager of a neighboring EU or a third country to combine border crossing points between Lithuania/neighboring EU or third countries (provided when international routes are requested and if the Applicant has such a decision/consent at the time of application).	

4. If, for technical reasons, the application for allocating capacity cannot be submitted through the electronic portal of the Manager's services "InfraGo", applications for allocating capacity are submitted by e-mail (e-mail paraiskos.pajegumai@ltginfra.lt), after completing the Application for Allocating Public Railway Infrastructure Capacity, Late Annual Working Timetable Path Requests and Ad-Hoc Path Requests for allocation of public railway infrastructure capacity and/or using train lines in the form specified in Annex 10 of the Network Statement using a spreadsheet program (pvz., Microsoft Excel, OpenOffice 2.3 Calc, etc.). The completed capacity allocation application form can be submitted to the Manager in Microsoft Excel format only with the .xls extension. If for objective reasons the application for allocation of capacity cannot be submitted by e-mail, the application is submitted in electronic media at the address Geležinkelio str. 2, LT-02100 Vilnius.
5. The Applicant has the right to request to submit the fact of submission of the application for capacity allocation to the Manager. The Applicant can find information confirming the fact of submitting the application at "InfraGo" (link – https://infrago.ltginfra.lt/lt-LT/railway-undertakings/capacity-requests/) / "Capacity orders" / "created"). If, due to objective reasons, it was not possible to submit

the application to the Manager through the Manager's electronic service portal "InfraGo" and the application was submitted to the Manager by e-mail, after the Applicant submits a request to confirm the fact of the submission of the application submitted by the Applicant, the Manager shall provide the Applicant with a confirmation within 1 working day at the latest and indicate the date and time of registration of the application submitted by the Applicant.

4.5.1.2. Assessment of Applications for Allocation of Capacity

1. Once the deadline for submitting capacity allocation applications has arrived and upon receipt of capacity allocation applications and the documents specified in Table 2 of section 4.5.1.1 of the Network Statement, the Manager performs an initial assessment of the applications and accompanying documents.
2. The Manager, who has determined that not all the necessary data and/or not all the necessary documents have been submitted in the capacity allocation application, shall notify the Applicant of the identified deficiencies in writing or by electronic means of communication within 5 (five) working days from the deadline for submitting the capacity allocation applications and shall set a minimum as a deadline of 10 (ten) working days to eliminate deficiencies.
3. If the Manager has doubts about the reliability of the documents submitted by the Applicant or their copies, the Manager has the right to request certified copies of the submitted documents. The Applicant must submit the certified copies no later than within 10 days of submission of the Manager's request.
4. If the Applicant does not eliminate the deficiencies within the deadline set by the Manager, the Manager makes a decision to refuse to examine the application and not later than within 2 (two) working days from the decision making, the Manager informs the Applicant about this in writing or by electronic means of communication. The application for capacity allocation and the documents submitted with it, if they were not submitted by electronic means of communication, are returned to the Applicant within 5 (five) working days from the acceptance of the Manager's decision to refuse to assess the application for capacity allocation.

4.5.1.3. Preparation of the initial draft of the working timetable

1. After completing the initial assessment of the Applications, the Manager starts preparing the initial draft of the working timetable.
2. If the Applicants have submitted applications for capacity allocation in the railway network of more than one country, the Manager, before starting to prepare the initial draft of the working timetable, applies to the railway infrastructure managers of those countries, the companies performing the functions of the railway infrastructure Manager or the capacity allocation institutions, so that they confirm the possibility for trains to enter the infrastructure managed by them and coordinate state border crossing times, except for those cases when the possibility of crossing the state border is coordinated with the railway infrastructure managers or capacity allocating institutions of other European Union member states, in accordance with the procedure established by Regulation (EU) No. 913/2010, after establishing preliminary international train lines (pre-arranged paths) for the provision of freight transport services on international routes.
3. Before starting to prepare the initial draft of the working timetable, the Manager evaluates the train lines necessary to go to and from the place of performance of the Works and/or the time intervals for the performance of the Works, which are reserved in accordance with the procedure established in section 4.3 of the Network Statement.
4. The Manager provides the train lines in the specified order in the initial draft of the working timetable:
   a) preliminary international train line (pre-arranged path) for providing cargo transportation services on international routes (clause 6 of section 4.10 of the Network Statement);

b) train lines necessary to go to and from the place of performance of Infrastructure construction, repair and/or maintenance works, and/or the time interval for performing these works;

c) train line to provide passenger and baggage transportation services for international routes and passenger and baggage transportation services in transit;

d) train line to provide passenger and baggage transportation services on local routes;

e) train line for providing cargo transportation services on international routes and cargo transportation services in transit;

f) train line to provide cargo transportation services on local routes;

g) reserve train lines to satisfy the Ad-Hoc Path Requests.

5. The Manager, when preparing the initial working timetable, assesses the following in the submitted applications of the Applicants:

   a) whether the requested capacities are free: whether they are not reserved according to the sequence specified in paragraph 4 of this section of the Network Statement and whether capacity allocation is possible at the train departure times specified in the application. If it is determined that such a possibility is not available, other possible train departure times are offered to the Applicant by providing extracts of the draft working timetable for comments and suggestions;

   b) whether the power of the traction vehicle specified in the capacity allocation application is sufficient. In this case, the Manager assesses whether the power of the traction vehicle specified in the capacity allocation application is sufficient to run the requested capacity for the train of the mass specified in this application;

   c) whether the other conditions of railway transport specified in the application for capacity allocation (e.g. dangerousness, oversized loads, lack of automatic locomotive signaling, etc.) are compatible with the Infrastructure parameters.

6. The Manager assesses the impact on the applicants of the fact that train lines and/or time intervals for infrastructure maintenance work will be included in the working timetable. If it is determined that the applicants will not be able to carry out activities related to the use of the Capacity after the train lines and/or time intervals have been provided in the working timetable for Infrastructure maintenance work, the Manager must offer other capacities for such Applicants, if any.

7. When preparing the initial draft of the working timetable, the Manager assesses the need for reserve train lines to meet Ad-Hoc Path Requests and, if such a need exists, publishes information about the number of these lines on its website together with published information about the remaining available capacity. It is considered that there is a need for reserve train lines to meet Ad-Hoc Path Requests, if during the assessment of the need for such lines, it is determined that such reservation of train lines will ensure efficient use of the Infrastructure and allow all received requests, including requests to allocate the same capacity, to be met.

8. When preparing the initial draft of the working timetable, the Manager consults with the Applicants in writing or via electronic means of communication and offers them other infrastructure capacities, train departure times, routes, train weight, length, type and/or number of traction vehicles than those specified in the application in order to allocate capacity according to all applications received.

9. The Manager, who has prepared the initial draft of the working timetable, **at least 5 months** before the date of entry into force of the working timetable, shall submit to the Applicants the extracts of the working timetable draft in the form specified in Article 29[2], Part 6 of the RTC by means of electronic communication.

10. If it is determined that the power of the traction mean in the application submitted by the Applicant is not sufficient, the Manager, by submitting to the Applicant the extracts of the draft working timetable for comments and suggestions, informs the Applicant about this and indicates that the provided extract of the draft working timetable provides for train lines with the maximum mass, for which the power of the traction vehicle specified in the capacity allocation application is sufficient. If the applicant does not agree with the reduction of the mass of the train, the Manager shall record

in the assessment conclusion that the power of the traction vehicle indicated in the application for allocation of capacity is insufficient.

11. Applicants who have received the draft of the initial working timetable can submit their comments and/or suggestions regarding the extracts of the submitted draft of the initial working timetable within one month from the date of receipt of these extracts or information.

12. Extracts of the initial working timetable draft are provided to other interested parties only if these interested parties have informed the Manager that they wish to express their opinion on the impact the working timetable may have on their ability to purchase passenger, baggage and/or cargo transport services by railway transport on international and/or domestic routes during the validity period of this working timetable, have also proven that this desire is compatible with their activities, and have indicated to the Manager which exact routes they are interested in.

13. Interested persons who have received the initial extracts of the draft working timetable may submit their comments and/or suggestions regarding the provided extracts or information of the initial draft working timetable within one month from the date of receipt of these extracts or information. After submitting comments and/or suggestions to interested persons who are not Applicants, the Manager evaluates these comments and/or suggestions in accordance with the procedure specified in the Network Statement after consulting with the Applicants for which the following comments and/or offers.

14. The Manager does not assess the comments and/or suggestions of interested parties regarding the initial draft of the working timetable, which propose to change the length and/or weight of the train, the type and/or number of traction vehicles, routes, train departure and arrival times, if the relevant comments and suggestions are related to the change of data provided in the Application.

15. The Manager, having determined that there are disagreements between the interested parties regarding the allocation of the same Capacities in one part of the Infrastructure, begins the Coordination of Capacities as provided for in section 4.5.4 of the Network Statement.

Provision of train lines for passenger trains in the draft working timetable

16. The Manager provides train lines for passenger trains by assessing whether there is a platform at the railway station and/or stop where the Applicant requests a passenger train stop for boarding and disembarking passengers and whether the length of the passenger train indicated in the application for capacity allocation corresponds to the lengths of the platforms on the route, specified in Annex 5 of the Network Statement, at those railway stations and/or stops where a stop of a passenger train is provided for boarding and/or disembarking passengers.

17. If it is determined that the length of the passenger train specified in the capacity allocation application is less than or equal to the length of the platforms, it is considered that the passenger train complies with this assessed Infrastructure characteristic.

18. If the length of the passenger train is greater than the length of the platforms and/or the Applicant has requested a stop for boarding and disembarking passengers at a railway station or a stop where there is no platform, the Manager, providing the Applicant with extracts of the draft working timetable for comments and suggestions, informs the applicant that the requested stop is not provided for in the draft, and if the length of the passenger train is greater than the length of the platforms, the Manager notes the Applicant's responsibility for the safe boarding and disembarking of passengers and performing the analysis and assessment of danger (risk analysis) in accordance with the procedures specified in Commission Implementing Regulation (EU) No. 402/2013.

Designation of train lines for freight transportation by rail in the draft working timetable

19. The Manager provides train lines for freight transportation by rail by assessing whether the length of the train set for freight transport indicated in the application for capacity allocation corresponds to the maximum permissible lengths of the railway tracks of the railway stations where the relevant train must stop according to the application for capacity allocation or its stopping or passing is necessary for other reasons, specified in Annex 2 of the Network Statement.

20. If the length of a train intended for freight transportation is less than or equal to the length of railway tracks of railway stations, such a train is considered to meet this assessed Infrastructure characteristic.

21. If the length of the train intended for the carriage of goods is greater than the length of the railway tracks of the railway stations, the Manager, submitting to the Applicant the extracts of the draft working timetable for comments and suggestions, informs the Applicant about the discrepancy and indicates that the provided extract of the draft working timetable provides for train lines not exceeding the train length corresponding to the maximum length of railway tracks of railway stations specified in the Network Statement for the period of validity of the working timetable.

22. In exceptional cases, after the Manager evaluates the applications of all Applicants and determines that it is possible to provide the capacity for trains whose lengths are longer than the railway track lengths of the railway stations without stops at railway stations where the maximum length of the railway tracks is shorter than the length of the trains specified in the application, the Manager, by providing the Applicant with extracts of the initial draft working timetable for comments and suggestions, informs the Applicant of the risks that the Applicant must assess according to the procedures specified in Commission Implementing Regulation (EU) No. 402/2013.

23. In such a case, the Applicant must submit the risk analysis and assessment (risk analysis) to the Manager by the end of the deadline for submission of comments and suggestions regarding the initial draft working timetable. The Manager evaluates the conclusions of the presented hazard analysis and assessment (risk analysis), making a decision to allocate capacities or refuse to allocate them.

24. If the applicant does not agree to the reduction of the length of the train specified in his application for capacity allocation and/or does not agree to submit a risk analysis or fails to submit a risk analysis before the end of the deadline for submitting comments and proposals on the initial draft working timetable, the Manager shall record in the assessment conclusion that the train length specified in the application for capacity allocation does not comply with the Infrastructure characteristics specified in Annex 2 of the Network Statement.

4.5.1.4. Preparation of the final draft of the working timetable

1. The Manager, after assessing the comments and/or proposals of the Applicants and/or interested persons regarding the initial draft of the working timetable (with the exception of comments and/or proposals that provide new technical characteristics of trains, other routes and/or train departure times), during the coordination of applications to allocate the same capacities, after receiving the consent of the Applicants with the capacities planned to be allocated to them, offered at other train departure times and (or) alternative routes, prepares the final draft of the working timetable.

2. The final working timetable is prepared at least 50 working days before the day the working timetable comes into force, it also includes Late Annual Working Timetable Path Requests submitted by the Applicants in accordance with the procedure described in section 4.5.2 of the Network Statement, and is presented to the Applicants.

3. The Applicants must inform the Manager, no later than within 3 working days from the date of receipt of the final draft working timetable, whether they agree with the Capacities provided for in this draft.

4. If the Applicant does not agree with the Capacity expected to be allocated to them according to the final draft of the working timetable, the Applicant has the right to refuse the corresponding Capacity or part of it. In such a case, the Applicant informs the Manager within the deadline specified in paragraph 3 of this section that they do not agree with the Capacities provided in the final draft of the working timetable and provides information about the refused Capacities or their part. The Manager, having received the information provided by the Applicant about the refused Capacities or their part, provided for in the final draft of the working timetable, does not allocate the Capacities or their part specified by the Applicant and, having made a decision on the allocation of all the remaining Capacities in the draft of the working timetable, declares them available on the Manager's website in the section "Available Capacities of the Public Railway Infrastructure".

4.5.1.5. Making a decision on whether or not to allocate capacity

1. The Manager makes the decision to allocate capacity or refuse to allocate it no later than 2 (two) months before the working timetable comes into effect.
2. The Manager takes the decision to refuse to allocate capacity based on the grounds provided for in Article 296, paragraph 2 of RTC 29[6], Part 2of the RTC.
3. The Manager informs about the decision to allocate infrastructure capacities to the Applicant or to refuse to allocate them and the calculation of the part of the payment for the minimum access package – the train traffic fee based on the capacities allocated to the Applicant – through "InfraGo" or via electronic means of communication no later than the next working day from the day of the decision.
4. The decision to allocate capacities or to refuse to allocate them shall contain the results of the Manager's assessment carried out in accordance with the procedure established in section 4.5.1.3 of the Network Statement.

4.5.1.6. Submission of working timetable to Applicants for whom Capacities are allocated

1. The Manager, having taken a decision to allocate or refuse to allocate Capacity as provided for in clause 4.5.1.5 of the Network Statement, shall, at least thirty-five (35) calendar days prior to the date of entry into force of the working timetable, prepare a working timetable and shall provide to the Applicants, either in writing or by means of electronic communication, extracts of the working timetable in text or graphic format, in accordance with Article 29[2](6) of the RTC, indicating only the Capacity allocated to them in these extracts.
2. The Manager shall, in accordance with Article 29[2](11) of the RTC, include in the prepared working timetable those Capacities which are allocated on the basis of late applications as referred to in Article 29[5](2) of the RTC.
3. The Manager shall announce the remaining spare Capacity on the Manager's website, Spare Capacity section, within 5 working days from the date of preparation of the working timetable.

4.5.2. Late Annual Working Timetable Path Requests

1. Applications for capacity allocation submitted less than 8 (eight) months before, but no later than 3 (three) months before the effective date of the working timetable, during the validity period of which the requested Infrastructure capacities would be used, are considered Late Annual Working Timetable Path Requests. Applications submitted after the deadline specified in this section will not be considered.
2. Late Annual Working Timetable Path Requests are subject *mutatis mutandis* to the conditions and procedures specified in section 4.5.1.1 of the Network Statement.
3. A Late Annual Working Timetable Path Request for the transportation of military freight by rail can be submitted even after the 3 (three) month deadline for the working timetable comes into effect.
4. The Applicant, who is not a railway undertaking (carrier), together with the Late Annual Working Timetable Path Request, or at least 3 months before the working timetable, during the validity period of which the infrastructure capacity requested by these applications would be used, indicates the effective date of the railway undertaking (carrier) acting in its interests.

Assessment of Late Annual Working Timetable Path Requests

5. **Assessment of Late Annual Working Timetable Path Requests**.
6. If the Manager, while assessing the Late Annual Working Timetable Path Request, determines that not all the required data and/or documents have been submitted in the application, the Manager shall notify the Applicant of the identified deficiencies in writing or by electronic means of communication no later than within 1 (one) working day from the end of the assessment of the application and sets a deadline of at least 1 (one) working day to eliminate deficiencies.

7. If the Applicant does not eliminate the deficiencies within the deadline set by the Manager, the Manager makes a decision to refuse to consider the Late Annual Working Timetable Path Request and not later than within 2 (two) working days from the decision making, the Manager informs the Applicant about this in writing or by electronic means of communication.

8. The Manager, upon receiving a Late Annual Working Timetable Path Request for capacity allocation, assesses:

   a) whether the requested capacity is available: whether the capacity specified in the Late Annual Working Timetable Path Request is not reserved for another Applicant For the Manager's needs or to go to the place of work or to complete the Work, or to satisfy Ad-Hoc Path Requests;

      If the capacity requested in the Late Annual Working Timetable Path Request is not available, the Applicant is offered other possible train departure times by e-mail and a deadline of no longer than 1 (one) working day is set for submitting a response. If the applicant informs about their disagreement with the offered departure time of the train within the set deadline or fails to respond within that deadline, it is noted in the conclusion of the Late Annual Working Timetable Path Request that the requested capacity is not available.

9. Other criteria specified in paragraphs 5, 10, 16-24 of section 4.5.1.3 of the Network Statement. If, during the assessment, the Manager determines that the capacity specified in the late application can be allocated, but for this it will be necessary to change the departure times of the trains of the applicants to whom the capacity has already been allocated according to the capacity allocation application no more than 10 minutes later or earlier for passenger trains or no more than 30 minutes later or earlier in relation to freight trains:

   a) The Manager, within the deadline for the assessment of the Late Annual Working Timetable Path Request, shall contact those Applicants by e-mail for their consent to change the departure times of the trains allocated to them according to the new train departure times proposed by the Manager and shall set a deadline of 2 (two) working days for the submission of this consent.

      If the Applicants agree to the proposed new train departure times within the deadline set by the Manager, the Manager makes a decision to allocate capacity based on the Late Annual Working Timetable Path Request no later than within 3 (three) working days from the end of this deadline.

      If the Applicants do not agree to change the departure times of their trains or if they do not inform the Manager about their agreement or disagreement with the proposed train departure times within the deadline set by the Manager, it is considered that the Applicant does not agree with the proposed change of train departure times.

10. If it is necessary to change the departure times of the trains of the Applicants submitting this application for the allocation of capacity specified in the Late Annual Working Timetable Path Request, which were specified when the Capacity was allocated to them for the allocation of capacity according to the application:

    a) The Manager, within the deadline for the assessment of the Late Annual Working Timetable Path Request, shall contact these Applicants regarding the change of the train departure times of their choice, indicated when allocating the Capacity to them according to the application, or the train departure times indicated in the Late Annual Working Timetable Path Request. The Manager sets a deadline of 2 (two) working days for submission of consent to change train times.

       If the Applicant, who submitted a Late Annual Working Timetable Path Request, does not inform about the choice of train departure times within the deadline set by the Manager, it is considered that the Applicant chooses the train departure time specified when allocating capacity according to the application for capacity allocation.

Making a decision on Late Annual Working Timetable Path Requests

11. In accordance with Article 29^{5}(10) of the RTC, decisions to allocate or refuse to allocate Capacity in response to late applications shall be taken at the latest before the end of the deadline for the preparation of the working timetable (i.e. at least 35 calendar days before the entry into force of the working timetable), as laid down in Article 29^{2}(11) of the RTC.

12. If, during the assessment of the Late Annual Working Timetable Path Request, it is determined that another (other) Late Annual Working Timetable Path Request(s) is submitted, according to which the same capacities are requested to be allocated, and the existing capacities correspond to the characteristics specified in the submitted Late Annual Working Timetable Path Requests, the capacities are allocated to the Applicant who previously submitted the Late Annual Working Timetable Path Request, except in the case of a Late Annual Working Timetable Path Request requesting the allocation of capacity for the transport of military freight by rail transport. In such a case, the capacity is allocated to the applicant who submitted a Late Annual Working Timetable Path Request for the allocation of capacity for the transport of military freight by rail transport.
13. The Manager, having determined during the assessment that the capacities specified in the Late Annual Working Timetable Path Request can be allocated, shall make a decision to allocate capacities according to the Late Annual Working Timetable Path Request no later than within 3 (three) working days from the assessment.
14. The results of the application assessment are presented in the application assessment conclusion, which is considered an integral part of the decision to allocate capacity based on the Ad-Hoc Path Request or Late Annual Working Timetable Path Request or to refuse to allocate them.
15. If the capacities specified in the Late Annual Working Timetable Path Request cannot be allocated because there are no available requested capacities and it is not possible to change the train departure times of the Applicants who have already been allocated capacity according to the application, as indicated above, the Manager no later than within 3 (three) working days from the Late Annual Working Timetable Path Request makes a decision to refuse to allocate capacity based on a Late Annual Working Timetable Path Request after the assessment.
16. The decision to refuse to allocate capacity based on Late Annual Working Timetable Path Requests is taken by the Manager no later than within 3 (three) working days from the assessment of the Late Annual Working Timetable Path Request:
    a) on the grounds provided in Clauses 1–3 and 5–9 of Part 2 of Article 29[6] of the GTK; or
    b) if the Capacities requested by the Applicant, in accordance with Article 29[5], Part 11 of the RTC, were assigned to another Applicant; or
    c) when there are no remaining available Capacities and the Applicant to whom the Capacities are allocated does not agree with the proposed change of the Infrastructure Capacities allocated to the Applicant.

4.5.3. Ad-Hoc Path Requests

General Conditions

1. The Applicant may submit an ad-hoc request to the Manager after the date of preparation of the working timetable for the period of use of the requested Capacity and the date of publication of the available Capacity, but at least 6 working days before the requested date of use of Capacity. An ad-hoc request for the carriage of military cargo by rail may be submitted after the deadline for ad-hoc requests set out in this subparagraph. An ad-hoc request may also be submitted after the deadline for the submission of an ad-hoc request set out in this clause and in other cases, provided that the procedures and conditions for the submission of as ad-hoc request set out in subparagraph 2 of this clause of the Network Statement are complied with.
2. Ad-hoc requests may be submitted to the Manager at least six (6) working hours before the scheduled departure of the train between 00.00 and 24.00 on all days of the week (including public holidays) (InfraGo shall be referred to as an ad-hoc (express) request), provided that all the conditions set out in paragraphs a, b, c, d and e are met:
    a) Capacity is requested for a single run;
    b) The length of the train specified in the Ad-Hoc Path Request is not longer than specified in Annex 2 of the Network Statement ;
    c) The maximum mass of the train specified in the Ad-Hoc Path Request is not greater than that specified in Annex 24 of the Network Statement;

d) The length of the passenger train specified in the Ad-Hoc Path Request is no longer than the lengths of the platforms required for boarding and disembarking passengers according to the requested stops, specified in Annex 5 of the Network Statement ;

e) Capacities must be requested without special driving conditions: oversized load, except for the cases specified in section 3.4.3, paragraph 2 of the Network Statement, speed limitation, no automatic locomotive signaling (ALS).

3. When due to a railway transport disaster, a railway transport traffic accident, a railway transport incident, public railway infrastructure, technical failures of railway rolling stock that have occurred due to their use in railway infrastructure or railway service facilities, the presence of physical persons prohibited from being in the dangerous railway zone, the presence of objects on the railway track disrupts the railway transport traffic, the Manager may refuse to allocate capacity in accordance with the application specified in paragraph 2 of this Network Statement for the period necessary to restore the disrupted railway traffic, informing the Applicant thereof on the Manager's electronic service portal "InfraGo" and/or by e-mail.

4. Ad-Hoc Path Requests submitted without complying with the deadlines specified in paragraphs 1 and 2 of this Network Statement are not considered and the Applicant is informed about the decision not to consider the application no later than the next working day.

5. Ad-Hoc Path Requests are made through "InfraGo". If, for technical reasons, an Ad-Hoc Path Request cannot be submitted via "InfraGo", Ad-Hoc Path Requests are submitted in accordance with the procedure and conditions set forth in section 4.5.1.1, sub-section 4 of the Network Statement.

6. After submitting an Ad-Hoc Path Request for international routes, the Applicant must submit the documents specified in Table 2 of Clause 4.5.1.1 to the Manager by e-mail (e-mail paraiskos.pajegumai@ltginfra.lt) immediately, but no later than within 1 hour, if the corresponding valid documents were not submitted to the Manager together with previous applications.

7. Pursuant to Article 29[5], Part 5 of the RTC, the Applicant, to whom the allocated Infrastructure Capacities were canceled on the grounds set out in Clauses 1, 2 or 4 of Part 5 of Article 29[6] of the RTC, does not have the right to submit Ad-Hoc Path Requests for the allocation of Infrastructure Capacities canceled in these cases, which are declared available, until the expiry of validity of the valid working schedule.

8. The Applicant can find out the fact of Ad-Hoc Path Request submission and its status at "InfraGo". If, due to objective reasons, it was not possible to submit an Ad-Hoc Path Request to the Manager via "InfraGo" and the Ad-Hoc Path Request was submitted to the Manager by e-mail (e-mail paraiskos.pajegumai@ltginfra.lt), after the Applicant submits a request to submit the fact of submission of the Ad-Hoc Path Request submitted by them, the Manager no later than as within 1 working day provides the Applicant with a confirmation and indicates in it the day, hour and minute of registration of the Ad-Hoc Path Request submitted by the Applicant.

Assessment of Ad-Hoc Path Requests

9. The Manager, upon receiving an Ad-Hoc Path Request submitted in accordance with paragraph 1 of this section and having determined that the application does not contain all the necessary data and/or not all the necessary documents have been submitted, shall notify the Applicant of the identified deficiencies in writing or by electronic means of communication no later than within 1 (one) working day from the receipt of the application and shall set a deadline of no less than 1 (one) working day to eliminate the deficiencies, except for the case specified in paragraph 11.

10. If the Applicant does not eliminate the deficiencies within the deadline set by the Manager, the Manager does not perform a last-minute assessment of the application and notifies the Applicant about this no later than the next working day after the end of the deadline for eliminating the identified deficiencies.

11. If it is found that the request submitted in accordance with clause 4.5.3(2) does not contain all the required data and/or documents, or does not meet all the conditions set out in paragraphs (a), (b), (c), (d), (e), the Manager shall not set a deadline for eliminating the deficiencies, shall not examine

the ad-hoc (express) request, and the Applicant shall be informed of the decision not to examine the ad-hoc (express) request not later than the next working day.

12. The Manager, when assessing the Ad-Hoc Path Request, has the right to offer the Applicant other train departure times and/or alternative routes than specified in the Ad-Hoc Path Request by means of electronic communications.

13. If, during the assessment of the Ad-Hoc Path Request, it is determined that another (other) Ad-Hoc Path Request(s) is submitted, according to which the same capacities are requested, and the existing capacities meet the characteristics specified in the other Ad-Hoc Path Requests submitted, the assessment is carried out for the capacities for which the Ad-Hoc Path Request was submitted earlier, except in the case where an Ad-Hoc Path Request was submitted for the allocation of capacity for the transport of military freight by rail transport. In such a case, the assessment is carried out on the application requesting the allocation of capacity for the transport of military freight by rail transport.

14. If the Applicants submit Ad-Hoc Path Requests requesting the allocation of Capacity in the railway network of more than one country, the Manager, assessing these applications, addresses the railway infrastructure Managers of those countries, the companies performing the functions of the railway infrastructure manager or the capacity allocating institutions, so that they confirm the possibility of crossing the respective countries border, except for those cases where the possibility of crossing the state border is coordinated with railway infrastructure managers or capacity allocating institutions of other European Union member states, in accordance with the procedure established by Regulation (EU) No. 913/2010, after establishing preliminary international train lines (pre-arranged paths) for the provision of cargo transportation services on international routes.

15. Upon receipt of an Ad-Hoc Path Request, the Manager assesses:

    a) whether the requested capacities are available: whether the capacities specified in the application are not intended for another Applicant, are not reserved for the Manager's needs or to go to the place of performance of the works or to perform the Works.

       If the capacity requested in the application is not available, the Applicant is offered other possible train departure times by e-mail and a deadline of no longer than 1 (one) working day is set for submitting an answer. If the Applicant informs about their disagreement with the proposed departure time of the train within the set deadline or if they do not respond within that deadline, it is noted in the application assessment conclusion that the requested capacity is not available.

    b) whether the power of the traction vehicles specified in the application is sufficient. The Manager assesses whether the power of the traction vehicle specified in the application is sufficient to drive the train of the mass specified in the application with the requested capacity.

       If it is determined that the power of the traction vehicle is not sufficient, the Manager is informed about this by e-mail to the Applicant and sets a deadline of no longer than 1 (one) working day to answer whether the Applicant agrees with the proposed maximum possible mass of the train according to the traction vehicle specified in the application.

       If the Applicant informs about their disagreement with the proposed reduction of the train mass within the deadline set by the Manager or if the Applicant does not respond within that deadline, the application assessment conclusion indicates that the power of the traction vehicle specified in the application is insufficient.

    c) whether the length of the freight train specified in the application corresponds to the maximum lengths of the railway tracks of the railway stations. The Manager assesses whether the length of the train intended for freight transportation specified in the application does not exceed the maximum permissible train length specified in Annex 2 of the Network Statement on the railway tracks of the railway stations where the train must stop according to the application or the stop or passing of the train is necessary for other reasons.

       If it is determined that the length of the train intended for the carriage of freight is greater than the length of the railway tracks of the railway stations, the Manager informs the Applicant thereof and offers to change it to the maximum possible length of the train that meets the parameters of the Infrastructure.

In exceptional cases, if the Manager determines that it is possible to provide a line of a train, the length of which is greater than the length of the railway tracks of the railway stations, without stopping at railway stations where the maximum length of the railway tracks is shorter than the length of the train specified in the application, the Manager informs the Applicant about the risks by e-mail, which the Applicant must assess according to the procedures specified in Commission Implementing Regulation (EU) No. 402/2013, and submit the hazard analysis and assessment (risk analysis) within 1 (one) working day. The Manager evaluates the conclusions of the presented hazard analysis and assessment (risk analysis), making a decision to allocate capacity or refuse to allocate it

If the Applicant informs about their disagreement with the proposed train length and/or do not agree to submit a risk analysis within the deadline set by the Manager, or fails to respond within that deadline, it is noted in the application assessment conclusion that the train length specified in the application does not meet the infrastructure characteristics specified in Annex 2 of the Network Statement.

d) whether the length of the passenger train specified in the application corresponds to the lengths of the platforms on the route, specified in Annex 5 of the Network Statement, and whether there is a platform at the railway station and/or stop where the passenger train is requested to stop for boarding and disembarking passengers.

If it is determined that the length of the passenger train specified in the application is greater than the length of the platforms and/or if the Applicant has requested a stop for boarding and disembarking passengers at a station and/or a stop where there is no platform, it is considered that the passenger train does not meet this assessed parameter of the Infrastructure characteristic;

If the length of the passenger train is greater than the length of the platforms, the Manager informs the Applicant about the responsibility for the safe boarding and disembarking of passengers and performing the analysis and assessment of danger (risk analysis) in accordance with the procedures specified in Commission Implementing Regulation (EU) No. 402/2013.

e) whether the other conditions of railway transport specified in the application (e.g. dangerousness, oversized loads, absence of automatic locomotive signaling, etc.) are compatible with the Infrastructure parameters.

If it is determined that the conditions of railway transportation specified in the application do not meet the parameters of the Infrastructure characteristics, the Manager shall record in the assessment conclusion of the application that such conditions are not compatible with the Infrastructure parameters.

Making a decision on Ad-Hoc Path Requests for capacities

16. The Manager shall, after the assessment, no later than 5 (five) working days after receipt of the ad-hoc request or no later than the desired use of Capacity, where in cases provided for in Clauses 4.5.3(1) and (2) of the Network Statement ad-hoc requests are submitted less than 6 working days before the date of use of the requested Capacity, take a decision to allocate or refuse to allocate Capacity and shall inform of such decision immediately, but not later than on the next working day following the adoption of the decision, through the electronic service portal InfraGo, or, in case of lack of technical possibilities, notify through the electronic service portal InfraGo; the notification shall be made in writing or through electronic means of communication.

17. After making a decision to allocate capacities based on the Ad-Hoc Path Request, the Manager includes these capacities in the working timetable and provides the corresponding extracts to the Applicants who received the capacities based on the Ad-Hoc Path Request.

18. If several Ad-Hoc Path Requests for the same capacity are received at the same time, the capacity is allocated to the Applicant who submitted the Ad-Hoc Path Request earlier, except for cases where, according to the Ad-Hoc Path Request submitted later, capacity is requested to be allocated for the transport of military freight by rail. In this case, the capacity is allocated to the Applicant who submitted an Ad-Hoc Path Request for the allocation of capacity for the transport of military freight by rail transport.

19. The decision to refuse to allocate capacities based on Ad-Hoc Path Requests is made by the Manager on the grounds provided for in Article 29[6], Part 3 of the RTC.

20. The results of the assessment are presented in the assessment report of the application, which is considered an integral part of the decision to allocate capacity based on the Ad-Hoc Path Request or to refuse to allocate it.

4.5.4. Procedure for Coordinating the Applications Submitted by the Applicants

1. Upon receipt of comments and/or proposals regarding the submitted initial working timetable in accordance with the procedure established in section 4.5.1.3, sub-section 13 of the Network Statement, no later than within 10 working days from the end of the deadline for submitting comments and/or proposals, the Manager initiates the procedure for coordinating Applications requesting the allocation of the same Capacities in a certain part of the Infrastructure (hereinafter – **coordination procedure**) if it is not possible to include all of them in that part of the public railway infrastructure in the initial draft of the working timetable.

2. All Applicants who have submitted Applications requesting the allocation of the same Capacities participate in the coordination procedure.

3. The Manager shall provide all Applicants participating in the coordination procedure with the information referred to in Article 29[3], Part 2 of the RTC, without disclosing the identity of the Applicants who have submitted applications for the same Capacities, except in cases where the Applicants agree that their identity should be disclosed, and also informs about the initiation of the coordination procedure, on the day, place and time of meeting of the Applicants.

4. Invited Applicants shall inform the Manager in writing or by electronic means of communication whether they agree with the alternative capacities offered to them and notify the representative participating in the coordination procedure meeting no later than within 3 (three) working days from the receipt of the Manager's invitation. The Manager, when organizing the coordination procedure meeting, may invite the rail transport market regulator to participate as an observer.

5. When preparing the project of the working timetable, it tries to harmonize all applications for capacity allocation and to use the Infrastructure as efficiently as possible, including applications for allocation of the same capacity. The Manager has the right to offer the Applicant other available capacities than requested in the application (another train departure time on the same route), without changing the departure and arrival places specified in the application (hereinafter – **alternative capacities**).

6. The Manager, if there are opportunities, must take into account during the negotiations the constraints that the Applicants may experience, including the economic impact on their activities of passenger, baggage and/or cargo transportation by rail, if the requested capacities are not assigned.

7. If at least one of the Applicants invited to participate in the negotiations does not agree with the other train periodicities and/or departure times offered to them, and the Manager does not have the opportunity to propose other train periodicities and/or departure times, the Capacity coordination phase is considered to be completed.

8. If the invited Applicants participating in the negotiations manage to reach a solution acceptable to all, the negotiations are considered to be completed.

9. The Manager informs the Applicants who participated in the negotiations about the completion of the negotiations in writing or via electronic means no later than within 3 (three) working days after the end of the meeting.

10. Within 2 (two) working days from the end of the negotiations, the Manager writes down the results of the meeting in the protocol and submits it to all participants of the meeting in writing or by electronic means no later than the next working day and, taking into account the agreement adopted during the coordination process, prepares the final draft of the working timetable.

11. The Manager must finish the negotiation process with the Applicants no later than 70 (seventy) working days before the working timetable comes into force.

4.5.5. Procedure for Resolving Disputes in the Reconciliation of Applications

1. Disputes that arise when reconciling applications for allocation of the same capacities are examined by the Manager.
2. Applicants apply to the Manager in writing or by electronic means of communication no later than within 2 (two) working days after the end of the negotiation period specified in section 4.5.4 of the Network Statement.
3. Upon receiving a request to examine the dispute, the Manager forms a dispute examination commission, which examines the dispute, prepares conclusions and informs the Applicant who submitted the request for examination of the dispute about the decision made, no later than within 5 (five) working days from the receipt of the request to examine the dispute.
4. Complaints regarding decisions made by the Manager to allocate capacity or to refuse to allocate capacity are dealt with by the RRT in a mandatory preliminary non-judicial procedure, as described in section 1.3.3 of the Network Statement.

4.5.6. Procedure for Canceling Applications

1. The applicant has the right to inform the Manager about the cancellation of the application for allocation of capacity or a part of the Capacity requested by this application, at least 7 months before the day of the working timetable coming into force, and at least 3 months before the day of the working timetable coming into force – cancellation of the Late Annual Working Timetable Path Request or a part of the Capacities requested by this application.
2. If the Applicant informs the Manager about the cancellation of their submitted application for capacity allocation or part of the Capacity requested in this application after the deadline set in this section, it is considered that the Applicant's application for capacity allocation or part of the Capacity requested in this Application has not been cancelled.
3. The Applicant has the right to inform the Manager about the cancellation of the Ad-Hoc Path Request before the decision of the Manager to allocate capacity according to the corresponding Ad-Hoc Path Request is made.
4. Notifications of cancellatin of the application for capacity allocation, Late Annual Working Timetable Path Requests or Ad-Hoc Path Requests or its part are made via "InfraGo". If for technical reasons the notification cannot be submitted via "InfraGo", the free form notification is submitted by e-mail (e-mail paraiskos.pajegumai@ltginfra.lt).
5. The Manager, upon receiving the Applicant's notification on cancellation of the application for capacity allocation, Late Annual Working Timetable Path Request or Ad-Hoc Path Request or its part, does not consider the relevant application or its part.

4.6. Congested Infrastructure

4.6.1. Announcement of the Infrastructure Part as Congested

1. Pursuant to Article 29[3], Part 6 of the RTC, the Manager, after coordinating the applications, being unable to satisfy all applications in one part of the Infrastructure due to insufficient capacity in that part, immediately, but no later than within 5 (five) working days, when it is determined that the part of the Infrastructure is congested, announces about the congested part of the Infrastructure on the Manager's website in the section "Congested Part of the Railway Infrastructure".
2. The Manager can also announce congested that part of the Infrastructure, which, as can be reasonably predicted, will be congested in the near future.
3. After announcing that the Infrastructure part is congested, the Manager:

a) In accordance with the procedure and terms set out in Article 29[4] of the RTC, performs a Capacity Analysis and publishes its results on the Manager's website in the section "Documents"; and

b) Prepares the Capacity Building Plan and publishes it on the Manager's website in the section "Documents".

4. The Manager allocates capacity in the congested part of the Infrastructure in accordance with the Order on Priority Rules, after assessing the applicant's readiness to use the requested capacity, due to which the part of the Infrastructure has been announced congested.

4.6.2. Application of Priority Rules

The readiness to use the requested capacity, due to which the Infrastructure part is announced congested

1. The Manager shall start the assessment of the readiness to use all the requested capacities due to which the Infrastructure part has been announced congested (hereinafter – **conflicting capacities**) no later than within 2 (two) working days from the day when the Infrastructure part is announced congested (hereinafter – the **assessment**). The assessment according to the priority rules set out in clauses 1.1 and (or) 2.1 of the Order on Priority Rules is carried out for all the Capacities requested by the relevant applicant in the congested part of the infrastructure, if there are two or more applicants requesting Capacities for the provision of passenger, baggage transportation services by rail, and (or) two or more applicants requesting Capacity to provide cargo transportation services.

2. The Manager, who has started the assessment, informs the applicants requesting conflicting Capacities in the relevant congested part of the Infrastructure, in writing or via electronic means of communication (hereinafter – the **applicants**) and asks them to fill in the tables on readiness in Annex 11 of the Network Statement no later than within 5 (five) working days use conflicting capacities to provide information necessary for assessment:

   a) About available (planned to use) traction rolling stock owned by them or managed (planned to be managed) on other legal grounds, which will be used to carry out passenger, baggage or freight transport services by rail using conflicting capacities (specifying the series of traction rolling stock, their number, the number of each traction rolling stock according to the submitted traction rolling stock series, unique identification number (or European identification number or extract document number) and the number of kilometers indicating how far a specific traction rolling stock can run without technical service according to the recommendations provided by the manufacturer of this rolling stock (Table 1 of Annex 11 of the Network Statement);

   b) About employees whose work is directly related to railway transport traffic (indicating the number of train drivers employed or used on other legal grounds (planned to be employed or used on other legal grounds), the numbers of train driver licenses and train driver certificates, their validity date, as well as the number of other employed or planned to be employed natural persons whose work is directly related to railway transport traffic, and adding the numbers of the certificates of their natural persons directly related to railway transport traffic, their date of validity (Table 2 of Annex 11 of the Network Statement);

   c) About contractual obligations regarding passenger, baggage or cargo transportation services by railway transport, using conflicting capacities, specifying an extract from the contract or other document confirming that one of the parties to the contract or other document is the Applicant, the date of conclusion, number of the contract or other document, the date of validity of the vontract or other document, and an extract of the contract or other document regarding the subject or object of the contract or other document, which would indicate the obligations assumed regarding the provision of passenger, baggage or cargo transportation services by railway transport using conflicting capacities (on the route and period specified in the applications), or a copy of these documents (Table 3 of Annex 11 of the Network Statement).

3. Applicants must inform employees whose work is directly related to railway traffic, other natural persons who are planned to be employed or used on other legal grounds, or are planned to be used on other lawful grounds, about the personal data referred to in sub-section 2 c of this section transferred by the applicants to the Manager and the processing of personal data carried out by the Manager in accordance with the GDPR. At the request of the Manager, the applicants must provide the evidence confirming the notification specified in this section.

4. Applicants must submit completed tables of Annex 11 of the Network Statement (hereinafter – **completed tables**) and/or copies of attached documents and additional information specified in section 8 in writing or by electronic means to the Manager no later than within 5 (five) working days from the day of receipt of the request specified in section 1.

5. After receiving the completed tables and/or attached copies of documents, additional information from the applicant, the Manager assesses, no later than within 1 (one) working day, whether all the data are indicated in the completed tables submitted by the applicant and/or copies of all necessary documents are provided.

6. The Manager, who has performed the assessment referred to in section 5 and found that the Applicant did not indicate all the necessary data in the completed tables and/or did not submit all the necessary documents, reports about the identified deficiencies in writing or by electronic means of communication within 1 (one) working day from the date of receipt of this information to the applicant and sets a deadline of at least 3 (three) working days to eliminate the identified deficiencies.

Assessment Criteria

7. The Manager, who has carried out the assessment referred to in section 5 and determined that the Applicant has indicated all the necessary data in the completed tables and/or submitted all the necessary documents, as well as eliminated the deficiencies identified for the applicant in accordance with the procedure established in section 6, no later than the next working day after this determination or elimination of deficiencies, starts and no later than within 3 (three) working days performs an assessment according to the following criteria:

   a) The traction rolling stock specified in the completed table provided by the applicant (Table 1 of Annex 11 of the Network Statement) are registered in accordance with Article 13 of the RTC and have valid permits specified in Article 11, Part 6 of the LRTTS;

   b) The traction rolling stock specified in the completed table provided by the applicant (Table 1 of Annex 11 of the Network Statement) are sufficient to not exceed the number of kilometers indicated in this table when using conflicting capacities, how far a specific traction rolling stock can run without technical service according to the recommendations provided by the manufacturer of this rolling stock:

      - Calculates the minimum need for traction rolling stock to use 1 (one) conflicting capacity – in this case, the information provided in the completed table provided by the applicant (Table 1 of Annex 11 of the Network Statement) about the available traction rolling stock and the number of kilometers, how far a specific traction rolling stock can travel without technical service according to the recommendations provided by the manufacturer of this rolling stock and calculating how many kilometers on average one traction rolling stock can run without technical maintenance, as well as how many kilometers are traveled with each conflicting capacity during the entire period of validity of the working timetable;

      - Calculates the minimum need for traction rolling stock to use 1 (one) conflicting capacity – in this case, the information provided in the completed table provided by the applicant (Table 1 of Annex 11 of the Network Statement) about the available traction rolling stock and the number of kilometers, how far a specific traction rolling stock can travel without technical service according to the recommendations provided by the manufacturer of this rolling stock and calculating how many kilometers on average one traction rolling stock can run without technical maintenance, as well as how many kilometers are traveled with each conflicting capacity during the entire period of validity of the working timetable.

   c) The train drivers specified in the completed table provided by the applicant (Table 2 of Annex 11 of the Network Statement) have valid train driver licenses and train driver certificates, and

employees whose work is directly related to railway transport traffic – valid certificates of natural persons whose work is directly related to railway transport traffic;

d) Train drivers and other employees whose work is directly related to railway transport traffic specified in the completed table provided by the applicant (Table 2 of Annex 11 of the Network Statement) is sufficient to comply with their working and rest time requirements set out in the Description of the Peculiarities of Working Time and Rest Time in the Areas of Economic Activities, approved by Resolution No. 496 of the Government of the Republic of Lithuania odated 21 June 2017 "On the Implementation of the Labour Code of the Republic of Lithuania":

- Calculates the minimum need for train drivers and other employees whose work is directly related to railway transport traffic to use 1 conflicting capacity – in this case, the information about train drivers and other employees whose work is directly related to the information provided in the table filled out by the applicant (Table 2 of Annex 11 of the Network Statement) is evaluated with railway transport traffic, and it is calculated how much on average one train driver can work during a working day (shift), as well as the possible maximum time to run with one conflicting capacity (estimating the possible time allocated for technological stops at railway stations (respectively, working hours and number of other workers whose work directly with railway transport traffic);
- Determines the total number of train drivers and other employees whose work is directly related to railway traffic, necessary to use all the conflicting capacities of the applicant.

e) A copy of the contract or other document specified in the completed table provided by the applicant (Table 3 of Annex 11 of the Network Statement) or any other document that assumes obligations regarding the provision of passenger, baggage or freight transportation services by railway transport using conflicting capacities, or any information provided in any other form about these contractual obligations confirms that the Applicant will fulfill these obligations by using conflicting capacities, i.e. when assessing the information provided by the applicant, it is determined whether one of the parties to the contract or other document is the Applicant, whether the obligations assumed by the contract or other document are for the entire period during which conflicting capacities are planned to be used, or whether the specified object or subject matter of the contract or other document or the obligations assumed by it justify the use of conflicting capacities for the provision of passenger, baggage or freight transportation services by railway transport.

8. When submitting completed tables (Tables 1-3 of Annex 11 of the Network Statement), applicants may also provide additional information, justifying the compliance of the above-mentioned data with the criteria specified in section 7 (by providing additional information, including, but not limited to, information about the technology used or planned to be used for the organization of transportation by rail, including the arrival of the train to the railway station and departure of the train from the railway station, the preparation of documents necessary for the train to run, securing the train, performing technical and commercial (if possible) inspection of the train, uncoupling and coupling of wagons, submission of a description of the organization of work and rest for train drivers and other natural persons whose work is directly related to railway traffic). If such information is provided, it must be clearly indicated which information is substantiated by which data specified in section 2.

9. The Manager, having performed the assessment and determined that the Applicant meets all the criteria specified in section 7, considers that such Applicant is ready to use the conflicting capacities.

10. The Manager, who has performed the assessment and determined that the Applicant does not meet any of the criteria specified in section 7, considers that such Applicant is not ready to use conflicting capacities and the remaining priority rules set out in the Order on Priority Rules do not apply to this applicant.

11. The Manager, in the case specified in section 9, has determined that the assessed Applicant is ready to use the conflicting capacities, and there are two or more applicants requesting the conflicting Capacity for the provision of passenger, baggage transportation services by railway transport, and/or two or more applicants requesting the conflicting Capacity for cargo transportation to provide services, in accordance with the sequence of priority rules established in the Order on

Priority Rules and the procedure established by this chapter, shall successively apply the remaining priority rules to these applicants no later than the deadline specified in section 4.6.2 punkto, part 1, until there are no more requested conflicting Capacities.

12. The provision referred to in section 10 also applies in cases where the Applicant does not respond to the Manager's request within the time limit set in section 2 of this sub-section or does not eliminate the deficiencies identified by the Manager within the time limit set in section 6 of this sub-section.

13. It is considered that the Applicant, by submitting the data, information and (or) documents specified in sections 2 and 8 of this sub-section to the Manager, confirms the correctness of these provided data, information and (or) documents, and if it turns out that untrue data, information and (or) documents were submitted – according to the procedure established by legal acts.

14. The data or documents provided by the applicant in sections 2 and 8 of this sub-section are considered confidential information of the applicant, for the protection of which the Manager is liable in accordance with the procedure established in Article 24[2] and Article 29[1], Part 12 of the RTC.

Application of Other Priority Rules

15. For applicants assessed as ready to use conflicting capacities, the Manager applies the priority rules established in the Order on Priority Rules by assessing their compliance with the actual circumstances, which are confirmed by the data provided in their applications for capacity allocation and the documents attached to these applications.

16. If the Manager determines that the applicants must be subject to the priority rule specified in section 1.5 or section 2.7 of the Order on Priority Rules:

    a) Valdytojas per 1 (vieną) darbo dieną informuoja apie tai atitinkamus pareiškėjus ir prašo jų ne vėliau kaip per 2 (dvi) darbo dienas:

        - If the rule referred to in section 1.5 is applied – a table according to the form of Annex 12 of the Network Statement, providing the Manager with the data necessary for the assessment on the type of traction; or
        - If the rule referred to in section 2.7 is applied – a table according to the form of Annex 13 of the Network Statement, providing the Manager with the necessary data for the assessment about the train weight (net) specified for the requested capacity, the type of traction and information about the type of cargo that is planned to be transported using the requested capacity, according to market segments;

        After receiving the requested information and determining that it is sufficient to calculate the fee payable for the minimum access package, no later than 2 (two) months before the working timetable comes into force, calculate the possible fee payable for the conflicting capacities in accordance with the valid Fee Rules.

    b) According to the rule referred to in sections 1.5 and (or) 2.7 of the Order on Priority Rules, the Manager allocates capacities to the applicant whose payable fee, calculated according to the submitted application, is higher in conflicting capacities.

    c) If the applicant does not provide the requested information by the end of the deadline set by the Manager, the Manager, no later than within 1 (one) working day from the end of such deadline, makes a decision not to apply the priority rules specified in sections 1.5 and (or) 2.7 of the Order on Priority Rules to the applicant and informs the Applicant in writing or by means of electronic communication.

17. If the Manager determines that the applicants must be subject to the priority rule referred to in sections 1.6 or 2.8 of the Order on Priority Rules:

    a) The Manager calculates the level of utilization of the Capacities allocated to the applicant no later than 2 (two) months before the working timetable comes into force.

    b) When calculating the level of utilization of allocated Capacity, the Manager assesses whether all assessed applicants have been allocated capacity based on applications for allocation of

capacity and Ad-Hoc Path Requests during the validity period of the last expired working timetable.

c) When calculating the level of utilization of allocated Capacity, the Manager assesses whether all assessed applicants have been allocated capacity based on applications for allocation of capacity and Ad-Hoc Path Requests during the validity period of the last expired working timetable.

d) If at least one of the assessed applicants was not allocated capacity based on applications for capacity allocation and Ad-Hoc Path Requests during the validity period of the last expired working timetable, the Manager, no later than 2 (two) months before the working timetable comes into effect, makes a decision not to apply the priority rule specified in section 1.6 or 2.8 of the Order on Priority Rules to the assessed applicants and informs the relevant applicants about this in writing or by means of electronic communication.

e) The average actual percentage of the allocated Capacity utilization level for the entire route where there was a dispute regarding the allocation of the same Capacity is calculated by assessing the requested capacity of the applicant's last expired working timetable period based on the requested and used capacity of the applications for capacity allocation and Ad-Hoc Path Requests in the congested part of the Infrastructure and applying the following formula:

$$P = \frac{A}{S} \cdot 100, \text{ where:}$$

- P – Percentage of utilization in the congested part of the Infrastructure;
- A – the actual number of used capacity of the applicant for the congested part of the Infrastructure, calculated for the last expired period of validity of the working timetable based on applications for capacity allocation and Ad-Hoc Path Requests;
- S – the number of Capacities allocated to the applicant in the congested part of the Infrastructure, calculated for the last expired period of validity of the working timetable based on applications for capacity allocation and Ad-Hoc Path Requests.

f) When calculating the average percentage of the actual utilization of the allocated Capacities on the entire route where there were disagreements regarding the allocation of the same Capacities, the Manager shall apply the requirements set forth in section 3 of the Order on Priority Rules.

g) When assessing the utilization of the Capacities allocated in the congested part of the infrastructure, the Manager is guided by the criteria set out in Annex 20 of the Network Statement.

h) According to the priority rule established in section 1.6 or 2.8 of the Order on Priority Rules, the Manager allocates capacity to the applicant whose average actual percentage of the allocated Capacity utilization level is higher.

4.7. Transportation of Dangerous, Oversized and Heavy Freight

The transportation of dangerous, oversized and heavy freight is described in sections 3.4.3–3.4.4 of the Network Statement.

4.8. Change, Cancelation, Revocation of the Allocated Capacity

4.8.1. Procedure for Changing Capacity at the Applicant's Initiative

1. Pursuant to Article 29[9], Part 1 of the RTC, the Applicant to whom the Capacity is allocated, at least 60 calendar days before each day of the change of the valid working timetable specified in lines 16 and 20 of Table 1 of Section 4.2 of the Network Statement, may request to change the Capacity allocated to them. In these cases, the request to change the allocated Capacities must meet the following conditions:

a) It is requested to change the periodicity of the train, the length of the train, the mass of the train, the traction rolling stock, the desired time of the train's departure and/or the intermediate stops (by refusing the assigned intermediate stops and/or by requesting new intermediate stops);

b) It is requested to shorten, extend or otherwise change the assigned route.

2. Prašymai pakeisti skirtus Pajėgumus, atitinkantys šio punkto 1 papunkčio (a) ir (b) dalyse nurodytas sąlygas, teikiami Valdytojui per „Infrago" sistemą, o esant sistemos sutrikimams – elektroniniu paštu paraiskos.pajegumai@ltginfra.lt. Valdytojas, gavęs prašymus pakeisti skirtus Pajėgumus ir atitinkančius šio punkto 1 papunkčio a) ir b) dalyse nurodytas sąlygas, įvertina galimybes pakeisti skirtus Pajėgumus tarnybiniame traukinių tvarkaraštyje pagal Pareiškėjo prašyme nurodytas sąlygas ir įtaką kitų Pareiškėjų skirtiems Pajėgumams. Prašymai pakeisti skirtus Pajėgumus, atitinkantys šio punkto 1 papunkčio a) ir b) dalyse nurodytas sąlygas, nagrinėjami ir sprendimai dėl jų priimami likus ne mažiau kaip 10 (dešimt) darbo dienų iki kiekvienos Tinklo nuostatų 4.2 punkto 1 lentelėje nurodytos galiojančio tarnybinio traukinių tvarkaraščio pakeitimo dienos. Prašymai pakeisti skirtus Pajėgumus, neatitinkantys šio punkto 1 papunkčio a) ir b) dalyse nurodytų sąlygų, nenagrinėjami ir Pareiškėjai pateikę tokius prašymus ne vėliau kaip per 3 (tris) darbo dienas nuo prašymų gavimo dienos informuojami šio punkto 10 dalyje nurodyta tvarka

3. Pursuant to Article 29^9, Part 2 of the RTC, the Applicant to whom the Capacities are allocated, at least 5 working days before the day of use of these Capacities, may submit a request to the Manager via "InfraGo" to use these Capacities for the transport of military or oversized freight, if the possibility of transporting such freight was not assessed when allocating these Capacities. Requests referred to in this section are examined by the Manager and decisions on the replacement of the allocated Capacities are made no later than by the first day of use of the allocated Capacities.

4. Allocated Capacities may not be changed if they were allocated to a part of the Infrastructure which was announced congested infrastructure, except in cases where it is intended to transport military or oversized freight.

5. Pursuant to Part 4 of Article 29^9 of the RTC, the Manager, if there are available Capacities, may offer to change the Capacities allocated to the Applicant. In these cases, the Manager initiates the change of the allocated Capacities and offers the Applicant, to whom the Capacities are allocated, other Capacities in writing or through "InfraGo", and also sets a deadline within which the Applicant must inform about their agreement or disagreement with the submitted offer:

   a) If the Applicant to whom the Capacities are allocated agrees with the Manager's proposal, the Manager changes the Capacities allocated to the Applicant and informs the Applicant about it no later than within 5 working days from the date of receipt of the Applicant's consent;

   b) If the Applicant does not agree with the Manager's proposal or does not respond within the deadline set by the Manager, the Manager makes a decision to cancel the Capacities allocated to the Applicant no later than within 5 working days from the date of receipt of the Applicant's disagreement or the end of the deadline set by the Manager and informs the Applicant about this decision.

6. If the Capacities are canceled in accordance with the procedure described in paragraph 5, part b of this section, the payment for allocated and unused Capacities for the corresponding Capacities is not applicable to the Applicant.

7. If the Manager examines the requests specified in paragraphs 1 and 3 of this section, it becomes clear that there is no need to change the Capacities allocated to the Applicant, the Manager, within the time limits set in paragraphs 1 and 2 of this section, prepares a conclusion on such an application and submits this conclusion to the Applicant in accordance with the procedure specified in paragraph 10 of this section.

8. If, during the examination of the applications referred to in paragraphs 1 and 3 of this section, it becomes clear that the Capacities assigned to another Applicant need to be changed and this Applicant does not agree to this change in accordance with the procedure established in paragraph 9 of this section, the Manager shall make a decision not to satisfy the considered application, except in cases where:

a) It is requested to use the allocated Capacities for transporting military freight, if the possibility of transporting such freight was not assessed when allocating these Capacities;

b) It is requested to use the allocated Capacities the transportation of oversized cargoes, the transportation of which is necessary for the implementation of projects of special national importance, if the possibility of transporting such freight was not assessed when allocating these Capacities.

9. If it turns out that in order to satisfy the requests specified in paragraphs 1 and 3 of this section, it is necessary to change the Capacities allocated to another Applicant, the Manager initiates the change of the allocated Capacities and offers such Applicant other Capacities in writing or through "InfraGo", as well as sets a deadline within which this Applicant must inform about their agreement or disagreement with the submitted proposal and which must not be longer than the terms applicable to the decision on the change of allocated Capacities and described in paragraphs 2 and 3 of this section. If the Manager does not respond within the deadline set by this section, it is considered that the Applicant does not agree with the proposed change of the Capacities allocated to them.

10. The Applicant is informed about the decisions made by the Manager in accordance with the procedure set forth in this section, as well as the conclusions drawn up in the procedure set forth in this section, via "InfraGo" or, in the absence of technical possibilities, in writing or by electronic means of communication.

11. The Manager, having changed the Capacities allocated to the Applicant, changes the valid working timetable and this change takes effect the day after the day of the change of the working timetable.

12. After the Manager makes a decision to change the allocated Capacities, the Manager publishes information about the remaining available Capacities due to this change no later than within 3 working days from the date of the Capacity change on its website (address – https://ltginfra.lt/) "Available Capacities".

4.8.1.1. Replacement of railway rolling stock being used

The railway undertaking (carrier) to which capacity is allocated and (or) the Repair Company, which has reserved train lines in accordance with the procedure set out in section 4.3.2 of the Network Statement, and which has entered into an infrastructure use agreement with the Manager, has the right to use other rolling stock than that specified in the application for capacity allocation or in an Ad-Hoc Path Request or when reserving train lines, if such rolling stock meets the technical characteristics of the Infrastructure according to the Rules for checking the technical compatibility of the network of rolling stock and their place of use, when the rolling stock is intended to be used in the railway infrastructure managed by AB "LTG Infra" and the replacement of the rolling stock is compatible with the parameters of the allocated Capacity.

4.8.2. Procedure of Allocating Capacity Instead of Already Allocated Capacity at the Manager's Initiative

1. In the cases provided for in Article 29[8](1) of the RTC, the Manager shall, no later than on the next working day after becoming aware that a railway undertaking (carrier) will not be able to use the allocated Capacity due to the occurrence of a rail transport catastrophe, a rail transport accident, a rail transport accident on the Infrastructure, or a technical fault in the rolling stock, the use of the Infrastructure or a rail service facility, the presence of natural persons prohibited from being in the railway hazardous zone, the presence of objects on the railway track, the disruption of railway traffic, the Applicant shall be informed in writing, via the electronic service portal InfraGo or by electronic means.

2. In cases where the disruption of rail traffic in accordance with paragraph 1 of Clause 1 of this Network Statement lasts for more than 24 hours, the Manager shall immediately offer the Applicant other Capacities in place of the Capacities allocated to the Applicant, if any, and shall set a deadline of two (2) working days for the Applicant to reply.

3. If the Applicant agrees with the Manager's proposal, the Applicant submits an Ad-Hoc Path Request form to the Manager through the electronic service portal "InfraGo" or, in the absence of technical possibilities, by e-mail (e-mail paraiskos.pajegumai@ltginfra.lt) together with the answer, filled in according to the information provided by the Manager.
4. After receiving a completed Ad-Hoc Path Request, the Manager evaluates it as described in section 4.5.3 of the Network Statement. Capacities, if there are opportunities, are allocated by the Manager's decision no later than within 3 (three) working days from the date of receipt of the Applicant's consent to the Capacities proposed by the Manager
5. If the applicant does not agree with the proposal presented by the Manager, the applicant's trains are canceled by applying the procedure established by the railway network performance improvement system.

4.8.3. Determination and Application of the Marginal Rate to the Unused Capacities of the Applicant

1. The Manager, in accordance with Article 29[6], Part 4, Clauses 5 and 6 of the RTC, determines and indicates the limit rate applied in the congested part of the Infrastructure in the Network Provisions.
2. During the period of validity of the 2024-2025 working timetable, the established limit rate is 75%, which means that at least 75% of the Capacities allocated to the applicant in the congested part of the Infrastructure during the reporting period must be used according to the criteria specified in section 7 of the Description specified in Annex 20 of the Network Statement.
3. When assessing the compliance of the Capacities used in the congested part of the Infrastructure with the established limit rate, the capacities that were canceled for the applicants according to the procedure established by the RTC are assessed.
4. When assessing the compliance of the Capacities used in the congested part of the Infrastructure with the established limit rate, the capacities that were canceled for the applicants according to the procedure established by the RTC are assessed.
5. The Manager performs an assessment of the compliance of the utilization of the capacity in the congested part of the Infrastructure with the established limit rate for each month of the validity period of 2 (two) full calendar months (hereinafter – the **Assessment Period**) separately for each applicant.
6. According to the provisions of Chapter V of the Description specified in Annex 20 of the Network Statement, the Manager assesses how many of the Capacities that meet the conditions specified in paragraphs 2-4 of this section are used or partially used.
7. The Manager performs the assessment of the compliance of the capacity utilization with the established limit rate for the months of the assessment period no later than the 12th day of the current calendar month.
8. If the percentage of utilization of the Capacities allocated to the Applicant in the congested part of the Infrastructure during both months of the Assessment Period is equal to or exceeds the set limit rate, the Applicant is considered to have reached the limit rate. The percentage of capacity utilization in the congested part of the Infrastructure is determined by the formula:

$$P = \frac{F}{S} \cdot 100, \text{ where:}$$

- P – the percentage ratio of utilization of the Capacities allocated to the Applicant in the congested part of the Infrastructure (%);
- F – the number of Capacities (units) allocated in the congested part of the Infrastructure and used by the Applicant during the month of the Assessment Period;
- S – the number of Capacities (units) allocated to the Applicant in the congested part of the Infrastructure in the month of the assessed period.

9. If the percentage ratio of capacity utilization in the congested part of the Infrastructure allocated to the Applicant for both months of the Assessment Period is lower than the established marginal rate, it is considered that the Applicant has not reached the marginal rate. In this case:

   a) The Manager identifies the capacity(s) that must be destroyed in accordance with Article 29[6], Part 5, Clause 5 of the RTC, and the period of destruction of these capacities – destroyed capacities for a period of two calendar months, starting from the month of assessment of the compliance of the use of the Capacity in the congested part of the Infrastructure with the established marginal rate. The capacities are destroyed, the time of day and the route of the trips for which the period of destruction coincides. In the event that the period of use of the capacities to be destroyed is shorter than two months, the capacities are destroyed until the end of their period of use.

   b) The Manager not later than within 3 (three) working days after this identification informs about it the applicant who has not reached the marginal rate, specifies the specific capacity(s) and asks the applicant to submit comments on the planned cancellation of the Capacity or additional information required for assessment.

   c) The Manager, in accordance with Article 29[6], Part 5, Clause 5 of the RTC, no later than the end of the current calendar month, makes a decision to cancel the capacities identified in accordance with part a of this section and to announce these capacities available. The Manager informs the applicant whose capacity is canceled no later than the next working day.

10. If, when assessing the compliance of the used Capacities in the congested part of the Infrastructure with the established marginal rate, the Manager determines that the percentage of Capacity utilization is lower than the established marginal rate, the Manager performs the procedure specified in paragraph 9 of this section and makes a decision on the capacities whose daily time and route coincide and which have already been canceled in accordance with Article 29[6], Part 5, Clause 5 of the RTC, canceled for the remaining period until the end of the working timetable.

11. The procedure for fines for non-use of allocated Infrastructure capacities is described in section 5.6.3 of the Network Statement.

4.8.4. Cancellation of Allocated Capacities at the Applicant's Initiative

Taking into account the amendment of Part 10 of Article 29[1] of the RTC, there is no possibility to refuse the allocated Capacities.

4.8.5. Cancellation of the Capacity Allocated to the Applicant at the Manager's Initiative

1. If any of the circumstances provided for in Article 29[6], Part 5 of the RTC becomes apparent, the Manager shall make a decision to cancel the capacities allocated to the Applicant no later than within 20 (twenty) working days from the discovery of such circumstances.

2. The Manager informs the Applicant about the decision taken to cancel the Capacities through "InfraGo" and sends an electronic message to the Applicant by e-mail or, in the absence of technical possibilities, in writing or by electronic means of communication no later than within 2 (two) working days from the adoption of this decision.

3. The Manager shall make a decision on their use or declaring them free no later than within 10 (ten) working days from the adoption of the decision to cancel the capacities. The Manager shall announce the available capacities on the Manager's website in section "Available Capacities" no later than within 3 (three) working days.

4.9. Timetable Redesign for Smart Capacity Management

Timetable Redesign for Smart Capacity Management is not applied during the 2024–2025 working timetable period.

4.10. Principles of Capacity Allocation in Railway Freight Corridors

1. The Manager, no later than 11 (eleven) months before the working timetable comes into force, after coordinating with the railway infrastructure Managers of other EU member states or institutions allocating railway infrastructure capacity, determines preliminary train lines (pre-arranged paths) intended for international trains running on the freight corridor specified in Regulation (EU) No. 913/2010 on the territory of the Republic of Lithuania.
2. Preliminary train lines (pre-arranged paths) assigned to the "North Sea-Baltic Sea" rail freight corridor, as well as more detailed information about the operation of this rail freight corridor, are publicly available on the page (address – https://rfc8.eu/).

4.11. Allocation of Capacity in More Than One Railway Network of EU Member States

1. In order to ensure the international transportation of passengers, baggage and cargo, the Manager signs agreements on cooperation in the allocation of capacities in more than one railway network, which determine the methods of cooperation and the most important criteria, according to which capacities are assessed and allocated.
2. On 9 December 2019, the Manager and AB "LatRailNet" (Infrastructure Manager of the Republic of Latvia) signed the Agreement on cooperation in allocating capacity in more than one railway network No. SUTK(LGI)-13, which is presented in Annex 17 of the Network Statement.
3. The Applicant may submit applications for the allocation of railway network infrastructure capacities of more than one EU member state to the Manager. In such a case, the Manager, acting on behalf of the applicant, within 3 (three) working days from the receipt of the application forwards the received applications to the railway infrastructure Managers of the EU member states or institutions allocating railway infrastructure capacities, in whose managed railway infrastructure the Capacity is requested.
4. For the allocation of capacity on more than one railway network, applicants may apply directly to a joint institution established by railway infrastructure Managers or capacity allocation bodies, or to a single railway infrastructure Manager managing the requested train line. In such a case, railway infrastructure Managers, in whose managed railway infrastructure the Capacity is requested, coordinate among themselves the parameters of the proposed Capacity and forward the proposal to the joint institution, which provides it to the applicant.

5. SERVICES AND CHARGES

5.1. Introduction

The Manager provides the following services:

a) The services that make up the minimum access package, as described in section 5.3 punkte of the Network Statement;

b) Access to the RSFs managed by the Manager and the basic services related to railway transport provided in these facilities, as described in section 7.3 of the Network Statement;

c) Access to the RSFs managed by the Manager and additional services related to railway transport provided in these facilities, as described in section 5.4 of the Network Statement;

d) passenger, baggage, cargo transit services using the public railway infrastructure, as described in section 5.10 of the Network Statement.

The Manager does not provide auxiliary services related to railway transport.

5.2. Charging Principles

5.2.1. Basis of Charging for the Use of Infrastructure

1. The principles of charging for the use of Infrastructure shall be determined by Article 25 of the RTC, according to the provisions of which the use of Infrastructure can be charged:
   (a) With a fee for the minimum access package (Clause 5.3 of the Network Statement);
   (b) With a fee for the use of Infrastructure in the provision of transit rail transport service (Clause 5.10 of the Network Statement);
   (c) With a fee for the allocated but unused capacity of the Infrastructure (Clause 5.6.3 of the Network Statement).
2. The Manager shall determine the procedure for calculating and paying charges for using the Infrastructure under the procedure established in the Fee Rules.
3. The Manager's expenses directly incurred due to the operation of trains shall be calculated according to the description of the procedure for assigning the Expenses directly incurred due to the operation of trains, approved by the Manager and prepared in accordance with the provisions of the Commission Implementing Regulation (EU) 2015/909. The description (excerpt) of the procedure for assigning Expenses directly incurred as a result of train operation shall be provided in Annex 18 of the Network Statement, insofar as it is not related to the protection of the Manager's trade and professional secrets.

5.2.2. Rail Transport Market Segments Where Surcharges May Apply

Determination of the List of Market Segments where Surcharges May Apply

1. Under the provisions of Article 25[1] of the RTC, the Manager, following the principles of efficiency, transparency and non-discrimination, shall determine the list of market segments of rail transport (hereinafter referred to as **segments**) where surcharges may be applied. The abovementioned list shall be determined after the Manager has carried out an assessment of the market segments of transport by rail (hereinafter referred to as **assessment of segments**) under the procedure provided for by Order No. No. ĮS-PAJ(INFRA)-1803/2022 "2022 "On the Determination and Publication of Market Segments of Railway Transport and Approval of the Methodology for Assessing and Determining the Ability of Railway Undertakings (Carriers) Operating in these Segments to Pay Surcharges" as of 19 October 2022 of Director General of the Manager in the

approved methodology “Methodology for Determining Segments of the Rail Transportation Market and Assessing and Determining the Ability of Railway Undertakings (Carriers) Operating in these Segments to Pay Surcharges” (hereinafter referred to as the **Methodology**). The Methodology (excerpt thereof) shall be presented in Annex 19 to the Network Statement, insofar as it is not related to the protection of trade and professional secrets of the Manager.

Rinkos segmentų, kuriuose gali būti taikomi antkainiai, sąrašas

2. Pursuant to Article 25[1] of the RTC, the Manager shall approve the following list of market segments where surcharges may be applied during the validity period of the annual working timetable of 2024–2025:

   (a) Coal and coke freight transportation service by rail on a local route;

   (b) Service of transporting coal and coke freight by rail on a route that crosses the border of at least one European Union member state (hereinafter referred to as transport on the EU route);

   (c) Metal and mineral freight transportation service by rail transport on a local route;

   (d) Metal and mineral freight transportation service by rail on the EU route;

   (e) Gasoline and other fuel freight transportation service by rail on a local route;

   (f) Gasoline and other fuel freight transportation service by rail on the EU route;

   (g) Service of chemical freight transportation by rail on a local route;

   (h) Service of freight transportation of chemical substances by railway transportation on the EU route;

   (i) Consumer goods freight transportation service by rail transportation on a local route;

   (j) Transportation of consumer goods via the EU route;

   (k) Service of transporting agricultural goods by rail on a local route;

   (l) Service of transporting agricultural goods by rail via EU route;

   (m) Multimodal transport freight transportation service by rail transport on a local route;

   (n) Multimodal transport freight transportation service by railway transport on the EU route;

   (o) Service of transportation of other goods by railway transport on a local route;

   (p) Service of transporting other goods by rail on the EU route.

3. Supervision of the determination of market segments shall be carried out by CRA.

5.2.3. Charging of Provision of Basic and Additional Services Related to Railway Transport

1. The charge for the use of railway service facilities and the basic services related to rail transport provided in these facilities and the charge for additional services related to rail transport shall be determined by the operator.

2. The payment for the use of railway service facilities and the basic services related to rail transport provided at these facilities may not exceed the costs of providing these services, plus a reasonable profit.

3. If additional services related to railway transport are provided by one service provider, the payment for such services cannot be higher than the costs of their provision, plus a reasonable profit.

5.3. Minimum Access Package and Charges

5.3.1. Minimum Access Package Services

1. The services of the minimum access package shall include:

   (a) handling of applications for capacity allocation;

   (b) granting the right to use the Infrastructure according to the assigned capacity, as well as switches, passenger platforms, electricity supply facilities to ensure traction current in the event that such facilities are available;

   (c) train traffic management, including signalling, regulation, train traffic management, transmission and provision of train movement information as well as any other information required to start the service or the service for which the capacity has been allocated.

5.3.2. Fees for the Minimum Access Package

1. The payment for the minimum access package (hereinafter referred to as the **PMAP**) shall consist of the following fee:

   (a) train traffic fee;

   (b) fee for load transportation services by rail in the 1,520 mm gauge railway network when goods are transported from or to third countries (hereinafter referred to as **fee for freight transportation from or to third countries**);

   (c) fee for passenger and baggage transportation services by rail, assigned to a segment where a surcharge may be applied (hereinafter referred to as **fee for passenger and baggage transportation services assigned to the segment**);

   (d) fee for rail load transportation services assigned to a segment where a surcharge may be applied (hereinafter referred to as **fee for freight transportation services assigned to the segment**);

   (e) fee for the use of the contact railway network.

2. The Manager shall calculate the PMAP fee rates under the procedure established in the Fee Rules.

3. PMAP rates for the period of validity of the annual working timetable of 2024–2025 shall be calculated by Order of the Director General of the Manager and have to be published in the section "Services. Services Constituting the Minimum Access Package" of the Manager's website.

5.3.2.1. PMAP Contribution Rates: Train Traffic Fee

1. The train traffic fee rate shall be calculated according to the following formula:

$$t = \frac{I}{A}, \text{ where}$$

t – train traffic fee rate (EUR/tkm; gross)

I – actual average costs of the Manager for the last 4 completed calendar years, directly incurred due to the operation of the trains (EUR);

A – an actual average working volume of all trains for the last 4 completed calendar years (gross).

2. The train traffic fee shall be paid by all railway undertakings (carriers) or Applicants who have agreed on the allocation of public railway infrastructure capacity, to whom the capacity is allocated.

5.3.2.2. PMAP Fee Rates: Fee for Freight Transportation from or to Third Countries

1. The fee for freight transportation from or to third countries shall be calculated according to the following formula:

$$t_{1\ 520\ mm} = \frac{V_{costs}}{K_{1\ 520mm}}, \text{ where}$$

- $t_{1\ 520\ mm}$ – freight transportation fee from or to third countries (EUR/tkm net);
- V_{costs} – the actual average expenses of the Manager for the last 5 completed calendar years, incurred during the Infrastructure renewal works of the 1 520 mm gauge and the implementation of the Infrastructure development projects of the 1 520 mm gauge; these costs shall not include Manager's costs incurred during the Infrastructure renewal works of the 1 520 mm wide gauge if these costs were included in the calculation of Manager's costs directly incurred due to the operation of trains (EUR);
- $K_{1\ 520\ mm}$ – the actual average volume of load transportation by rail in the 1 520 mm gauge rail network for the last 5 calendar years, when freight is transported from or to third countries (tkm net).

2. Following the procedure established in the Fee Rules, taking into account the fact that the weighted average of the fee rates for freight transportation services on local routes, assigned to segments, calculated under Sub-Clause 1 of Clause 5.3.2.4 of the Network Statement, is higher than the fee rate for freight transportation from or to third countries, calculated under Clause 1 of this Sub-Clause of these Network Statement, the fee rate for freight transportation from and to third countries during the validity period of the annual working timetable of 2024–2025 shall be equated to the weighted average of the fee rates for freight transportation services on local routes assigned to segments.

3. The fee for freight transportation from and to third countries shall be paid by those railway undertakings (carriers) or Applicants who have agreed on the allocation of public railway infrastructure capacity, which are provided with freight transportation services by rail on the 1 520 mm gauge railway network, when freight is transported from third countries or to them.

5.3.2.3. PMAP Fee Rates: Fee for Passenger, Baggage Transportation Services by Rail Assigned to the Segment

1. Taking into account the fact that the list of segments published in the Network Statement (Clause 5.2.2 of the Network Statement) does not distinguish the segments of passenger and baggage transport services by rail, where surcharges may be applied, during the validity period of the annual working timetable of 2024–2025, the passenger and baggage transport services by railway transport services shall not be subject to the passenger, baggage transport services assigned to the segment.

5.3.2.4. PMAP Fee Rates: Fee for the Provision of Rail Freight Transportation Services Assigned to the Segment

1. In the list of segments published in the Network Statement (Clause **Error! Reference source not found.** of the Network Statement), for the segments of freight transportation services by rail, which may be subject to surcharges, the fee rates for freight transportation services assigned to the segment shall be calculated according to the following formula

$$Seg_{freight} = \frac{Er_{freight} \cdot An_{freight} - t \cdot Ag_{freight}}{An_{freight}}, \text{ where}$$

- $Seg_{freight}$ – the fee rate for rail freight transportation services assigned to the segment (EUR/tkm net);
- $Er_{freight}$ – during the assessment of the segments of freight transportation services assigned to the segment, the optimal price payable (EUR/tkm net) was calculated using the optimisation function, which includes the fee rate for freight transportation services assigned to the segment (EUR/tkm net) and the fee rate for train traffic (EUR/tkm net);
- $An_{freight}$ – the maximum forecasted volume (net tkm) of freight transportation services by railway transport assigned to the segment during the calendar year in which the annual working timetable will be valid, determined during the Manager's segment assessment, using the optimisation function;
- t – the train traffic fee (EUR/tkm gross) for the period of validity of the annual working timetable calculated in accordance with Clause 5.3.2.1 of the Network Statement;
- $Ag_{freight}$ – the maximum predicted work volume (gross tkm) of freight assigned to the segment during the calendar year in which the annual working timetable will be in force, determined during the assessment of the Manager's segments, using the optimisation function.

2. The fee for rail freight transportation services assigned to the segment shall be paid by those railway undertakings (carriers) or Applicants who have concluded an agreement on the allocation of public railway infrastructure capacity, to which the services of freight transportation services assigned to the segment are provided.

5.3.2.5. PMAP Fee Rates: Contact Railway Network Usage Fee

1. The fee rate for the use of the contact railway network shall be calculated according to the following formula:

$$e = \frac{T_e}{R_e}, \text{ where}$$

e – fee rate for the use of the contact railway network (EUR/train km);

T_e – the actual average costs of the Manager for the last 3 completed calendar years, directly incurred in providing the service of using the contact railway network (EUR);

R_e – the actual average mileage of trains powered by electric traction for the last 3 completed calendar years (train km).

2. The fee for the use of the contact railway network shall be paid by those railway undertakings (carriers) or Applicants who have concluded an agreement on the allocation of the capacity of the public railway infrastructure, to which the service of using the contact railway network is provided.

5.3.3. Information Provided for the Calculation of the Premium Rates for the Minimum Package for Access to Public Railway Infrastructure

1. At least 2 (two) calendar months before the 2024–2025 working timetable, railway companies (carriers) must provide the Manager with information on the indicators of their activity in providing

passenger, baggage and/or freight transport services by railway transport in the railway infrastructure network of the Republic of Lithuania (hereinafter – **performance indicators**):

a) Data on the actual passenger and baggage transport indicators of the last completed calendar year: volume of passenger and baggage transport (gross tkm) excluding the volume of public passenger transport services by rail (gross tkm));

b) Data on the actual freight transport indicators of the last completed calendar year: freight transport work volume (gross tkm) and freight transport volume (net tkm) by distinguishing cargo combined nomenclature (hereinafter – **CN**) codes and customers (customer name) according to CN, direction of carriage (carriage within the country, transportation from or to European Union countries, transportation from or to a non-European Union country, transit transportation), part of multimodal transport;

c) Data on the forecast indicators of passenger and baggage transport for the calendar year in which the working timetable will be valid: the volume of passenger and baggage transport (gross tkm) excluding the volume of public passenger transport services by rail (gross tkm));

d) Data on forecasted freight transport indicators for the calendar year in which the working timetable will be valid: freight transport work volume (gross tkm) and freight transport volume (net tkm) separated by CN codes, direction of transport (transport within the country, transport from or to the European Union countries, transportation from or to a non-European Union country, transit transportation), part of multimodal transport.

5.4. Additional Services Related to Railway Transport

1. The Manager provides an additional service related to railway transport – the provision of traction current, for which the charges are indicated in the invoices separately from the charges for the use of electricity supply facilities.
2. The fee for an additional service related to railway transport is published in section "Railway Service Facility Rates" on the Manager's website and in the descriptions of railway service facilities in section "Descriptions of the Railway Service Facilities" on the Manager's website.
3. Information about this service is provided in section "Railway Service Facilities" on the Manager's website in the list of services provided at railway service facilities managed by the Manager during the validity period of the 2024-2025 working timetable and in the rules for the provision of basic and/or additional services related to rail transport provided in the railway service facilities managed by the Manager during the validity period of the working timetable of the relevant year.

5.5. Ancillary Services and Charges

The Manager shall not provide auxiliary services related to railway transport during the validity period of the annual working timetable of 2024–2025.

5.6. Financial Penalties and Incentives

5.6.1. Penalties for Path Modification

1. During the annual working timetable of 2024–2025, the Applicant who has allocated public railway infrastructure capacity may, under Article 29[9] of the RTC, submit a written request to the Manager to change the allocated public railway infrastructure capacity. The conditions for submitting a request to change the infrastructure capacity shall be set out in Clause 4.8.1 of the Network Statement.
2. Fines for the change of the allocated infrastructure capacities at the initiative of the Applicants shall not be applied during the period of validity of the annual working timetable of 2024–2025.

5.6.2. Penalties for Path Alteration

Fines for the change of infrastructure capacity at the Manager's initiative during the period of validity of the annual working timetable of the 2024–2025 period shall not be applicable.

5.6.3. Penalties for Non-usage

1. In accordance with Article 25[2] (1) of the RTC and Article 29[10] (2) of the RTC, in the period of the annual working timetable of 2024–2025, the Manager shall apply a fee for allocated but unused Infrastructure capacities or their part in cases where:

(a) Infrastructure capacities or a part thereof are not used regularly;

(b) Infrastructure capacities or a part thereof are not used in the congested part of the Infrastructure.

2. In the period of the annual working timetable of 2024–2025, the Manager shall not foresee any other cases in which payment would be applied for allocated but unused Infrastructure capacities or a part thereof, which are not specified in Sub-Clause 1.

3. The Manager shall determine the procedure for calculating and paying the fee for allocated but unused Infrastructure capacities or a part thereof following the procedure established in the Fee Rules.

4. Fee for allocated but unused Infrastructure capacities or a part thereof, when it is applied under part a) of Sub-Clause 1 of this Clause, shall be determined by the Manager according to the following formula:

$$U_{\mathrm{NP}_{\mathrm{reg.}}} = \sum_{i=1}^{n} t \cdot k_{\mathrm{reg.\ nepan.}} \cdot A_{\mathrm{reg.\ nepan.}}, \text{ where}$$

$U_{\mathrm{NP}_{\mathrm{reg.}}}$ – the payment for the reporting month for the allocated, but regularly unused capacities or a part thereof (EUR);

t – the train traffic fee (EUR/tkm gross) for the period of validity of the annual working timetable of 2024–2025, calculated under Clause 5.3.2.1 of the Network Statement;

$k_{\mathrm{reg.\ nepan.}}$ – the coefficient of fees for regularly unused capacities or a part thereof, which is equal to 1 during the period of validity of the annual working timetable of 2024–2025;

$A_{\mathrm{reg.\ nepan.}}$ – the volume of train work during the reporting month (gross tkm) of the capacities allocated to the railway undertaking (carrier) or a part thereof, which are recognised as not regularly used under the procedure and criteria established in the Description of the Assessment and Accounting Procedure for the Utilisation of Allocated Public Railway Infrastructure Capacities (Annex 20 to the Network Statement).

5. The fee for allocated but unused infrastructure capacities or a part thereof, when it is applied under part b) of Sub-Clause 1 of this Clause, shall be determined by the Manager according to the following formula:

$$U_{\mathrm{NP}_{\mathrm{perpildyta.}}} = \sum_{i=1}^{n} \mathrm{t} \cdot k_{\mathrm{perpildyta}} \cdot A_{\mathrm{perpil.nepan.(i)}}, \text{ where}$$

$U_{\mathrm{NP}_{\mathrm{perpildyta}}}$ – the fee payable for the reporting month for allocated but unused capacities or a part thereof in the congested part of the Infrastructure (EUR);

t – the train traffic fee (EUR/tkm gross) for the period of validity of the annual working timetable of 2024–2025, calculated under Clause 5.3.2.1 of the Network Statement;

$k_{perpildyta}$ – the coefficient of fees of the capacity or a thereto allocated in the congested part of the Infrastructure, which is equal to 1 during the period of validity of the annual working timetable of 2024–2025;

$A_{perpil.nepan.(i)}$ – the volume of train work during the reporting month (gross tkm) of the capacity allocated to the railway undertaking (carrier) or a part thereof, which is recognised as unused in the congested part of the Infrastructure under the procedure and criteria established in the Description of the Assessment and Accounting Procedure for the Utilisation of Allocated Public Railway Infrastructure Capacities (Annex 20 to the Network Statement).

6. If the capacities or a part thereof are not regularly utilised in the congested part of the Infrastructure, a fee shall be paid following part b) of Sub-Clause 1 of this Clause.

7. In the circumstances referred to in Part 8 Sub-Clause 5 Article 29[6] of the RTC, the losses incurred by the Applicant whose Capacity has been withdrawn shall be compensated in accordance with the procedure laid down by the Civil Code of the Republic of Lithuania.

5.6.4. Penalties for Path Cancellation

Pursuant to Article 291 (1) of the RTC, the Applicant cannot cancel the infrastructure capacity allocated thereto during the annual working timetable of 2024–2025.

5.6.5. Incentives / Discounts

Financial incentives / discounts shall not be applicable during the annual working timetable period of 2024–2025.

5.7. Performance Scheme

5.7.1. General principles and objectives

General principles and objectives (hereinafter referred to as the **Performance Improvement System**) are prepared following the operating principles of the railway network performance improvement system established by the Minister of Transport and Communications of the Republic of Lithuania and applied to the entire railway network.

5.7.2.. Performance monitoring

The Manager shall collect information about train traffic disturbances and shall analyse the causes thereof.

5.7.3. Financial instruments under the Performance Monitoring System

1. The framework for improving the performance of the railway network during the period of validity of the 2024-2025 working timetable is laid down in the Description of the procedure for establishing and granting fines for train traffic disruptions and compensation to undertakings affected by such disruptions, approved by Order No. 3-53 of the Minister of Transport and Communications of the Republic of Lithuania of 24 January 2012 approving the Description of the procedure for establishing and granting fines for train traffic disruptions and compensation to undertakings affected by such disruptions. The system consists of fines and compensation for train delays and cancellations.

2. The procedure for determining, allocating and paying fines for train delays and compensation to railway undertakings (carriers) affected by train delays may be updated after the Minister of

Transport and Communications of the Republic of Lithuania has approved the principles of the performance improvement system for the railway network.

5.7.4. Governance and dispute resolution system

The Description of the procedure for establishing and granting fines for train traffic disruptions and compensation to undertakings affected by such disruptions, approved by Order No. 3-53 of the Minister of Transport and Communications of the Republic of Lithuania of 24 January 2012 approving the Description of the procedure for establishing and granting fines for train traffic disruptions and compensation to undertakings affected by such disruptions, is applied which establishes the accounting of information on delays and cancellations of passenger trains and trains providing freight transport services, the procedure for calculating, awarding and paying fines for train traffic disruptions and compensation to railway undertakings (carriers) and undertakings travelling to and from the site of construction, repair and/or maintenance work on railway infrastructure facilities that are victims of such disruptions, as well as the amounts of the fines and compensation.

The procedure for appealing against decisions on fines for train delays and/or compensation for railway undertakings (carriers) affected by train delays, the procedure and time limits for handling complaints will be determined after the development of the Performance Improvement System in accordance with the principles of the operation of the Performance Improvement System for the rail network approved by the Minister of Transport and Communications of the Republic of Lithuania.

5.8. Changes to Charges

1. Under Article 25 of the RTC, the rates of payments that may be charged for the use of the Infrastructure shall be calculated and set by the Manager for one period of validity of the annual working timetable, i.e. for the period of validity of the annual working timetable of 2024–2025.

2. During the period of validity of the annual working timetable of 2024–2025, the Manager shall calculate and determine the segments of the rail transport market, where operating railway undertakings (carriers) may pay surcharges, according to the Methodology.

5.9. Billing Arrangements

5.9.1. Calculation and Payment of the Fee for the Minimum Access Package

1. The Manager, at least 20 (twenty) business days before the entry into force of the annual working timetable period of 2024–2025, shall take a decision on the railway undertaking (carrier) that will be able to use the capacity allocated to the Applicant, the PMAP part of each month of the annual working timetable validity – train traffic contribution by calculating the train traffic fee to be paid by the Applicant for each month of the annual working timetable of 2024–2025, based on the capacity allocated to the Applicant. The Manager shall inform the railway undertaking (carrier) or the Applicant that concluded the capacity allocation agreement about such decision no later than within 3 (three) business days from the adoption of such decision.

2. The Manager, no later than within 3 (three) business days from the decision on the calculation of the train traffic fee, shall submit an invoice to the railway undertaking (carrier) or the Applicant who has concluded a capacity allocation agreement, to pay 50 per cent of the calculated train traffic fee for the capacity allocated to the Applicant, which the railway the undertaking (carrier) shall be able to use during the first month of validity of the annual working timetable of 2024–2025.

3. The Manager, no later than 15 (fifteen) business days before the beginning of each month in which, according to the annual working timetable of 2024–2025, the railway undertakings (carrier) will be able to use the capacity allocated to the Applicant, shall submit to the railway undertaking (carrier) or the Applicant who has concluded a capacity allocation agreement, an invoice to pay 50 per cent of the calculated train traffic fee for the capacity allocated to the Applicant for each other month of

the validity of the annual working timetable of 2024–2025, during which the railway undertaking (carrier) will be able to use the capacity allocated to the Applicant.

4. A railway undertaking (carrier) or an Applicant who has concluded a capacity allocation agreement must pay the parts of the train traffic fee specified in Sub-Clauses 2 and 3 of this Clause of the Network Statement to the account of the financial institution (department, branch) specified in the Manager's invoice within 5 (five) business days from the invoice days of receipt.

Payment of Train Traffic Fee after Capacity Allocation Based on Ad-Hoc Path Requests

5. If the capacity is allocated to the Applicant based on an Ad-Hoc Path Requests, the Manager shall make a decision concerning the railway undertaking (carrier) or the Applicant who concluded the capacity allocation agreement, the train traffic fees to be paid (monthly, if the capacity is allocated for more than one month of the annual working timetable of 2024–2025), calculated according to the Ad-Hoc Path Requests, and shall inform the railway undertaking (carrier) about such decision within 3 (three) business days from the decision to allocate capacity according to the Ad-Hoc Path Requests

6. If the decision to allocate capacity based on the Ad-Hoc Path Requests is made more than 15 (fifteen) business days before the month in which, according to the annual working timetable of 2024–2025, the railway undertaking (carrier) shall be able to use the capacity allocated to the Applicant based on the Ad-Hoc Path Requests:

(a) The Manager, no later than within 3 (three) business days from the adoption of the decision on the calculation of the train traffic fee, shall submit to the railway undertaking (carrier) or the Applicant, who concluded the capacity allocation agreement, an invoice to pay 50 percent of the calculated train traffic fee for (i) all the capacity allocated to the Applicant according to the Ad-Hoc Path Requests, if the capacity is allocated to the Applicant for one month of the validity of the annual working timetable of 2024–2025, or (ii) for the capacity allocated to the Applicant in the first month of capacity use, if the capacity is allocated to the Applicant for more than one month of the annual working timetable of 2024–2025;

(b) the railway undertaking (carrier) or the Applicant, who concluded the capacity allocation agreement, must pay this part of the train traffic fee to the account of the financial institution (department, branch) specified in the Manager's invoice within 5 (five) business days from receipt of the invoice.

7. If the decision to allocate capacity based on the Ad-Hoc Path Requests is made less than 15 (fifteen) business days before the month in which, according to the annual working timetable of 2024–2025, the railway undertaking (carrier) will be able to use the capacity allocated to the Applicant based on the Ad-Hoc Path Requests:

(a) The Manager shall not issue an invoice to the railway undertaking (carrier) or the Applicant who has concluded a capacity allocation agreement to pay 50 percent of the calculated train traffic fee for all the capacity allocated to the Applicant based on the Ad-Hoc Path Requests, if the capacity is allocated to the Applicant for one month of the validity of the annual working timetable.

8. The Manager, not later than 15 (fifteen) business days before the beginning of the month in which the railway undertaking (carrier) will have to use the capacity allocated according to the Ad-Hoc Path Requests, shall submit an invoice to the railway undertaking (carrier) or the Applicant who has concluded a capacity allocation agreement, to pay 50 percent of the calculated train traffic fees for the capacity allocated to the Applicant according to the Ad-Hoc Path Requests for each subsequent month of the validity of the annual working timetable of 2024–2025. This part of the train traffic fee must be paid by the railway undertaking (carrier) or the Applicant who concluded the capacity

allocation agreement to the account of the financial institution (department, branch) specified in the Manager's invoice within 5 (five) business days from the date of receipt of the invoice.

Payment of the Train Traffic Fee after Changing the Capacity Allocated to the Applicant

9. If the Manager changes the capacities allocated to the Applicant, within 3 (three) business days from the date of the decision to change the capacities, the Manager shall change the decisions specified in the Sub-Clauses 1 or 5 of this Clause of the Network Statement concerning the train traffic fee to be paid by the railway undertaking (carrier) or the Applicant who concluded the capacity allocation agreement and shall inform the railway undertaking (carrier) or the Applicant who concluded the capacity allocation agreement of this decision and, if necessary, shall submit a new invoice to pay 50 per cent of the calculated train traffic fee for the changed capacity that will be available for use by the railway undertaking (carrier) in the relevant month of validity of the annual working timetable of 2024–2025.

Non-Payment of a Part of the Train Traffic Fee

10. If the railway undertaking (carrier) or the Applicant, who concluded the capacity allocation agreement, has not paid part of the train traffic fee, as provided for in Sub-Clauses 6 and 8 of Clause 4 of this Network Statement, on the next business day after the end of the payment deadline, the Manager shall warn the railway undertaking (carrier) or the Applicant who concluded the capacity allocation agreement in writing that if the corresponding part of the train traffic fee is not paid within 5 (five) business days of receiving the warning, the Manager shall decide to cancel the capacity allocated to the Applicant, which shall not be paid for.

Calculation of Fees for the Reporting Month

11. The reference month shall be the last completed calendar month in which the allocated capacity was used.

12. The fee for the use of the Infrastructure for the provision of transit rail transport service and the fee for the allocated but unused capacity of the Infrastructure during the reporting month as well as PMAP payable by the railway undertaking (carrier) or the Applicant who concluded the capacity allocation agreement shall be calculated following the procedure established in the Payment Rules.

13. The Manager shall calculate the PMAP (the minimum access package fee) payable for the reference month in which the allocated Capacity has been used based on the Capacity practically used by the Applicant, except in the case where the railway company (carrier) or the Applicant with a Capacity Allocation Contract has been allocated Capacity in the congested part of the Infrastructure by applying the priority rule, according to the higher calculated PMAP payable, or the highest fee payable for the allocated Capacity offered in the Capacity Allocation Tender. In that case, the PMAP payable for the reference month shall be calculated based on those Capacities (either Capacities allocated to the Applicant or Capacities practically used by the Applicant) on which the higher PMAP payable for the reference month is calculated.

14. The Manager shall calculate the PMAP payable for the reference month in which the allocated Capacity was used according to the following formula:

$$U_{MPP} = (T - T_{išankst}) + T_{1\,520\ mm} + S_{kel.i} + S_{krov.i} + E, \text{ where}$$

- U_{MPP} – the amount of the PMAP payable, expressed in EUR;
- T – the train running premium to be paid (EUR), calculated following the procedure set out in Sub-Clause 15 of the Network Statement;
- $T_{išankst}$ – the proportion of the train traffic premium paid following Sub-Clauses 4, 5, 8 or 9 of Clause 5.9.1 of the Network Statement, as appropriate (EUR);

- $T_{1\,520\,\text{mm}}$ – the freight premium payable for the carriage of freight to or from third countries (EUR), calculated following the procedure set out in Sub-Clause 16 of Clause 5.9.1 of the Network Statement;
- $S_{\text{kel.i}}$ – the premium payable for the passenger and baggage transport services allocated to the segment (EUR), calculated following the procedure set out in Sub-Clause 17 of Clause 5.9.1 of the Network Statement;
- $S_{\text{krov.i}}$ – the premium payable for the freight services allocated to the segment (EUR), calculated under the procedure set out in Sub-Clause 18 of Clause 5.9.1 of the Network Statement;
- E – the payment for the use of the contact railway network payable (EUR), calculated following the procedure set out in Sub-Clause 19 of Clause 5.9.1 of the Network Statement.

15. The train running premium to be paid shall be calculated based on the actual train working volume (gross tonne-km) of the railway company (carrier) during the reference month according to the following formula:

$$T = A \cdot t, \text{ where}$$

- T – the train premium payable (EUR);
- A – the actual train working volume (gross tonne-km) of the railway company/carrier during the reference month;
- T – the train premium rate (Eur/tkm gross).

16. The freight premium payable for the carriage of freight to and from third countries shall be calculated based on the actual volume (tkm net) of rail freight transported by the railway company (carrier) on the rail network with a gauge of 1 520 mm, for the carriage of freight to and from third countries, during the month of reference, according to the following formula:

$$T_{1\,520\,\text{mm}} = K_{1\,520\,\text{mm}} \cdot t_{1\,520\,\text{mm}}, \text{ where}$$

- $T_{1\,520\,\text{mm}}$ – the freight premium payable for transporting goods to or from third countries (EUR);
- $K_{1\,520\,\text{mm}}$ – the actual volume (tkm net) of rail freight transported by the railway company (carrier) on the 1 520 mm gauge rail network from or to third countries during the reference month;
- $t_{1\,520\,\text{mm}}$ – the premium rate for the carriage of goods to or from third countries (Eur/tkm net).

17. The premium to be paid for passenger and baggage transport services allocated to a segment shall be calculated based on the actual volume (gross tonne-km) of passenger and baggage transport services allocated to the segment of the railway company (carrier) during the reference month according to the following formula:

$$S_{\text{kel.i}} = Kel_{\text{i}} \cdot Seg_{\text{kel.i}}, \text{ where}$$

- $S_{\text{kel.i}}$ – the premium payable for passenger and baggage transport services allocated to the segment (EUR);
- Kel_{i} – the actual volume (gross tonne-km) of passenger and baggage transport services provided by the railway company (carrier) within the segment during the reference month;
- $Seg_{\text{kel.i}}$ – the contribution rate for passenger and baggage transport services allocated to the segment (Eur/tkm gross).

18. The premium to be paid for freight services allocated to the segment shall be calculated based on the actual volume (tkm net) of freight services allocated to the segment by the railway company (carrier) during the reference month according to the following formula:

$$S_{krov.i} = Krov_i \cdot Seg_{krov.i}, \text{ where}$$

- $S_{krov.i}$ – the premium payable for freight services allocated to the segment (EUR);
- $Krov_i$ – the actual volume (tkm net) of freight services provided by the railway company (carrier) within the segment during the reference month;
- $Seg_{krov.i}$ – contribution rate for freight services allocated to the segment (Eur/tkm net).

19. A charge for the use of the contact railway network payable shall be calculated based on the kilometres practically travelled by the electric trains of the railway company (carrier) during the reference month according to the following formula:

$$E = R_e \cdot e, \text{ where}$$

- E – the charge for the use of the contact railway network payable (EUR);
- R_e – actual kilometres (train-km) of electric trains actually run by the railway company (carrier) in the reference month;
- e – the contribution rate for the use of the contact line network (EUR/train km).

Payment of Estimated Fees for the Reporting Month

20. The Manager shall calculate the MPAM to be paid, the payment for the use of the Infrastructure in the provision of transit rail transport service and the payment for the allocated but unused infrastructure capacity during the reporting month and shall make a decision on the payments to be paid by the railway undertaking (carrier) in the reporting month by the 10th (tenth) day of the month following the reporting month, by notifying the railway undertaking (carrier) or the Applicant who concluded the capacity allocation agreement about such decision and submitting the relevant invoice.
21. If, when calculating the PAMP to be paid, the Manager determines that the part of the train traffic fee paid by the railway undertaking (carrier) or the Applicant who concluded the capacity allocation contract is higher than the PMAP payable, the Manager shall return the calculated PMAP overpayment to the account of the financial institution (department, branch) specified by the railway undertaking (carrier) or the Applicant who concluded the capacity allocation agreement by the 10th (tenth) day of the month following the reporting month, except for the case specified in Clause 5.9.1. Sub-Clause 13 of the Network Statement, when the capacity in the congested part of the Infrastructure was allocated to the Applicant after applying the priority rule according to the calculated higher payable PMAP or the highest payable payment for the allocated capacity offered in the capacity allocation tender.
22. The PMAP to be paid in the reporting month, the payment for the use of the Infrastructure in the provision of transit rail transport service, and the payment for the allocated but unused Infrastructure capacities, must be paid by the undertaking (carrier) or the Applicant, who has entered into a capacity allocation agreement, to the account of the financial institution (department, branch) specified in the Manager's invoice within 5 (five) business days from the date of receipt of the invoice.

5.9.2. Payments for Access to Railway Service Facilities and Services Provided at Railway Service Facilities

The procedure for billing for access to railway service facilities and the services provided therein is described in the section "Services Provided at Railway Service Facilities" section of the Manager's website and in the rules for the provision of basic and/or additional services related to rail transport provided in railway service facilities managed by the Manager during the period of validity of the relevant annual working timetable, as well as in the typical contract form for the provision of services at railway service facilities, published in the section "Railway Service Facilities" section of Manager's website.

5.10. Usage of the Infrastructure for the Provision of Transit Rail Transport Services and the Payment for It

5.10.1. Usage of Infrastructure for the Provision of Transit Rail Transport Services

According to Article 28 (2) of the RTC, railway undertakings (carriers), all shares of which are directly or indirectly owned by the State of Lithuania, shall be granted the right to use the Infrastructure for the provision of transit rail transport services (hereinafter referred to as the **transit services**).

5.10.2. Components of the Fee for Transit Services

Payment for the provision of transit services shall consist of the following fees:

(a) passenger and baggage transit fees;
(b) charges for freight transportation in transit.

5.10.2.1. Fee Rates for Payment for Transit Services: Fee for Transit of Passengers and Baggage

1. The fee rate for the transit of passengers and baggage shall be calculated according to the following formula:

$$t_{\text{tranz. kel.}} = \frac{\frac{V \cdot A_{\text{kel.}}}{A_{\text{bruto}}}}{(A_{\text{kel.}} - A_{\text{tranz. kel.}})}, \text{ where}$$

- $t_{\text{tranz. kel.}}$ – payment rate for passenger and baggage transportation in transit (EUR/tkm gross);
- V – funds from the state budget and European Union funds, municipalities (hereinafter referred to as the state funds), allocated on average during the calendar year to cover Manager's expenses incurred during the performance of infrastructure maintenance and renovation works and the implementation of infrastructure development projects and programs (EUR); the average annual amount of state funds shall be determined based on planned and actual 5-year data: 2 calendar years before the year in which the passenger and baggage transit fee rate is calculated, the calendar year in which the passenger and baggage transit fee rate is calculated, 2 calendar years after the year in which the passenger and baggage transit fee rate is calculated.
- $A_{\text{kel.}}$ – the actual average work volume of passenger trains for the last 5 completed calendar years (gross tkm);
- A_{bruto} – an actual average working volume of all trains for the last 3 completed calendar years (gross tkm);
- $A_{\text{tranz. kel.}}$ – the actual average work volume of passenger trains in transit for the last 5 completed calendar years (expressed in tkm gross).

2. The passenger transit fee is one of the components of the payment for the use of the public railway infrastructure, which is paid by railway undertakings (carriers) providing passenger transit services.

3. Passengers and baggage transit fees shall be paid by railway undertakings (carriers) or Applicants who have entered into an agreement on the allocation of public railway infrastructure capacity, which use the Infrastructure to provide passenger and baggage transit services.

5.10.2.2. Fee Rates for Payment for Transit Services: Payment for Freight Transportation in Transit

1. The fee rate for freight transportation in transit shall be calculated according to the following formula:

$$t_{\text{tranz. krov.}} = \frac{\frac{V \cdot A_{\text{krov.}}}{A_{\text{bruto}}}}{(K - K_{\text{tranz.}})}, \text{ where}$$

- $t_{\text{tranz. krov.}}$ – freight transit fee rate (EUR/tkm net);
- V – funds from the state budget and European Union funds, municipalities (hereinafter referred to as the state funds), allocated on average during the calendar year to cover the Manager's expenses incurred during the performance of infrastructure maintenance and renovation works and the implementation of infrastructure development projects and programs (EUR); the average annual amount of state funds shall be determined based on planned and actual 5-year data: 2 calendar years before the year in which the passenger and baggage transit fee rate is calculated, the calendar year in which the passenger and baggage transit fee rate is calculated, 2 calendar years after the year in which the passenger and baggage transit fee rate is calculated;
- $A_{\text{krov.}}$ – the actual average working volume (gross tonne-km) of the trains operating the freight service for the last 5 completed calendar years;
- A_{bruto} – an actual average working volume of all trains for the last 5 completed calendar years (gross tkm);
- K – the actual average volume of all freight transportation by rail for the last 5 completed calendar years (tkm net);
- $K_{\text{tranz.}}$ – the actual average transportation volume (net tkm) of freight transported in transit by rail transport for the last 5 completed calendar years.

2. The freight transit fee is one of the components of the payment for the use of the public railway infrastructure, which is paid by the railway undertakings (carriers) providing freight transit services.

3. The freight transit fee shall be paid by railway undertakings (carriers) or Applicants who have concluded a capacity allocation agreement of the public railway infrastructure, which use the Infrastructure for the provision of freight transit services.

5.10.3 Calculation of the payment for transit services

1. The payment for transit services shall be calculated by adding to the PRIP payable, calculated in accordance with clause 5.3 of the Network Statement, which in the case of the provision of transit services shall be the traffic contribution and the charges for the use of the overhead contact line network (where applicable), the payment due for the use of the Infrastructure for the provision of transit services, as calculated according to the formula:

$$U_{\text{tranzitas}} = T_{\text{tranz. kel.}} + T_{\text{tranz. krov.}}, \text{ where}$$

- $U_{\text{tranzitas}}$ – the fee payable for the use of the Infrastructure for transit services (EUR);

- $T_{tranz.\ kel.}$ – the passenger and baggage transit premium payable (EUR), calculated under the procedure set out in Sub-Clause 2 of Clause 5.10.3 of the Network Statement;

- $T_{tranz.\ krov.}$ – the payment for freight transportation in transit (EUR), calculated under the procedure set out in Sub-Clause 3 of Clause 5.10.3 of the Network Statement.

2. The passenger and luggage transit premium payable shall be calculated based on the actual working volume (gross tkm) of passenger trains in transit during the reference month, according to the following formula:

$$T_{tranz.\ kel.} = A_{tranz.\ kel.} \times t_{tranz.\ kel.}, \text{ where}$$

- $T_{tranz.\ kel.}$ – the passenger and baggage transit levy payable (EUR);

- $A_{tranz.\ kel.}$ – the actual working volume (gross tkm) of passenger trains in transit during the reference month;

- $t_{tranz.\ kel.}$ – the passenger and baggage in transit contribution rate (EUR/tkm gross).

3. The transit freight transportation premium payable shall be calculated based on the actual rail transit freight working volume (net tkm) during the reference month according to the following formula:

- $T_{tranz.\ krov.} = K_{tranz.\ krov.} \times t_{tranz.\ krov.}$, where

- $T_{tranz.\ krov.}$ – the transit freight transportation premium payable (EUR);
- $K_{tranz.\ krov.}$ – the actual volume of freight transported in transit by rail (tkm net) during the reference month;
- $t_{tranz.\ krov.}$ – the rate of the transit freight premium (EUR/tkm net).

6. OPERATIONS

6.1. Introduction

This section of the Network Statement shall provide information on the Manager's rules and measures applicable to the management of railway traffic.

6.2. Operational Rules

1. The Manager, in accordance with the RTC, LoRTS, Technical Regulations for the Use of Railways, approved by Order No. 297 "On the Approval of Technical Regulations for the Use of Railways" as of 20 September 1996 of the Minister of Transport and Communications of the Republic of Lithuania, Railway Traffic Rules, approved by the Order No. 452 "On the Approval of Railway Traffic Rules" as of 30 December 1999 of the Minister of Transport and Communications of the Republic of Lithuania, the Rules for the Installation and Use of Crossings, approved by Order No. 3-36 "On the Approval of the Rules for the Installation and Use of Crossings" as of 27 January 2005 of the Minister of Transport and Communications of the Republic of Lithuania, Railway Transport Traffic Signaling Rules, approved by the Order No. 483 "On the Approval of Railway Transport Traffic Signalling Rules" 30 December 1997 of the Minister of Transport and Communications of the Republic of Lithuania, and other legal acts in the field of railway transport traffic, shall adopt normative technical documents on matters of implementation of activities.

2. Normative technical documents adopted by the Manager published on the Manager's website in the section "Normative Technical Documentation".

Language

3. The communication of employees whose work is related to railway transport traffic shall be carried out in accordance with the Regulation on Verbal Orders, Instructions and Other Messages for the Management of Railway Transport Traffic No. LTGI 262/EV, approved by the Manager, which is published on the Manager's website in the section "Standard Technical Documentation".
4. All radio conversations shall be conducted in Lithuanian (other languages may be used on railway lines specified in part 5 of this Clause).
5. Conversations in Russian may be conducted and notifications from a set of forms may be issued on the following border railway lines:
   - State border of the Republic of Lithuania –Kena–Vilnius;
   - State border of the Republic of Lithuania –Stasylos–Vaidotai;
   - State border of the Republic of Lithuania –Stasylos–Vilnius;
   - State border of the Republic of Lithuania –Kybartai;
   - State border of the Republic of Lithuania –Joniškis–Šiauliai–Radviliškis;
   - State border of the Republic of Lithuania –Mažeikiai–Bugeniai;
   - State border of the Republic of Lithuania –Rokiškis–Radviliškis;
   - State border of the Reoublic of Lithuania–Turmantas.
6. Conversations may be conducted in Polish and reports may be issued from a set of forms in the border section State border of the Republic of Lithuania – Mockava.

6.3. Operational Measures

1. The measures for implementing the Manager's activities shall be divided into the following main areas:

a) performance of essential and other functions of the Manager;
b) management of contingencies (accidents and other events) and liquidation of the consequences of the events;
c) timely exchange of information between the Manager and the railway undertaking (carrier).

Performance of Manager Functions

2. The Manager, in implementing essential and other functions, shall be guided by the requirements of legal acts, adopted normative technical documents, and Network Statement.
3. When preparing the annual working timetable, the Manager must:

a) ensure the safety of railway transport traffic;
b) efficiently use the capacities of railway lines and railway stations;
c) meet, as far as possible, the maintenance, repair and renewal needs of the Applicants and the Infrastructure.

Contingency Management

4. In case of contingencies cases, when railway transport traffic is disrupted, the Manager, under Article 29[8] of the RTC, must take all necessary measures to restore the normal situation.

5. Information on railway accidents or incidents reported in accordance with Article 19(2) of the Republic of Lithuania Law on Safety Investigations.

6. To ensure the prompt provision of emergency notifications, timely response to emergencies and their management, as well as the proper implementation of the Manager's railway transport traffic safety management system, the Manager has prepared and approved the Emergency Reporting Scheme and the Manager's Emergency Management Plan, which are published on the Manager's website in the section "Standard Technical Documentation".

7. In unforeseen cases not covered by Article 29[8](1) of the RTC, the operation of emergency trains and auxiliary locomotives shall be organised in accordance with the procedure laid down in the Railway Traffic Rules (extract provided in Annex 25 to the Network Statement), without the application of the procedure for the allocation of capacity laid down in Section 4 of the Network Statement.

Exchange of Information

8. The Manager, ensuring the timely exchange of information between the Manager and the railway undertaking (carrier), shall ensure continuous provision of relevant information to the railway undertakings (carriers) and shall consult with the railway undertakings (carriers) to discuss needs and other issues related to Infrastructure conditions and the quality of services provided by the Manager. Consultations shall be organised and conducted in accordance with the procedure set forth in the Rules of Consultation with Railway Undertakings (Carriers), Applicants and Other Persons approved by the Manager, which shall be published on the Manager's website in the section "Other Documents".

6.4. Railway Transport Traffic Information and Monitoring Tools

1. The Manager has installed the DaVinci traffic management system, which is integrated with other information systems, such as RAKP, GSM-R, MILIS, OPKIS, TAF-TSI, Station book, and manages all railway transport traffic management systems, which allow railway stations to be managed and (or) control remotely.

2. The operational transport information system OPKIS is used to manage train data. This system provides and collects information about train composition, number of wagons, transported cargo, train weight, length, traction rolling stock.

3. The information system STOKIS is additionally used for wagon management at railway stations. This information system provides and collects information about the composition of trains, the number of wagons, transported cargo, train weight, length, traction rolling stock, and the storage of wagons on railway station roads and conversion to the approach railway roads.

7. SERVICE FACILITIES

7.1. Įvadas

This section contains information about the RSF managed by the Manager and other operators.

7.2. Service Facility Overview

1. Access to the RSF and rail transport-related services provided in these facilities shall be regulated by Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012, which creates a common European railway area and the provisions of which were transferred to RTC, as well as the Commission Implementing Regulation (EU) 2017/2177.

2. Pursuant to Article 5 (1) and (2) of the Commission Implementing Regulation (EU) 2017/2177, operators of railway service facilities shall, **by 13 December 2024**, prepare the descriptions of the RSF and the services provided in such facilities for which they are responsible for the public rail

infrastructure annual working timetable of 2024–2025 Network Statement and shall publish them in one of the following ways:

a) on its website or a shared website, providing the Manager with a link to be included in the Network Statement;

b) by submitting to the Manager by e-mail paraiskos.pajegumai@ltginfra.lt information about the RSF they manage and the services provided therein according to the sample template prepared by RNE, the translation of which is available on the Manager's website.

3. Descriptions of the RSF managed by the Manager and other operators shall be published on the Manager's website in the section "Railway Service Facilities".

7.3. Railway Service Facilities Operated by the Manager

7.3.1. General Provisions

1. The procedure and conditions for the provision of basic and/or additional services related to railway transport, accounting and determination of fees for the use of these services provided by the Manager managed by the General Public Enterprises are provided for in the descriptions of railway services approved by the Manager, which are published on the website of the Manager in the section "Descriptions of Railway Service Facilities".
2. The following provides information on access to rail service facilities operated by the Manager and the main railway transport-related services they provide.

7.3.2. Passenger Stations

The Description of the rail service facility, "Category I and II passenger railway stations, their buildings and other facilities, places suitable for the provision of travel information and ticketing services", which is managed by the Manager, is published on the Manager's website under "Descriptions of Rail Service Facilities".

7.3.3. Freight Terminals

1. The description of the RSF "Freight Terminals (loading Yards)" managed by the Manager, which defines information about access to this RSF and the services provided therein (use of loading yards), shall be published on the Manager's website in the section "Railway Service Facilities".
2. The Description of the rail service facility, "Vilnius Intermodal Terminal", which defines the information on the provision of services for intermodal loading and servicing of intermodal transport unit sets and wagon groups and the storage of intermodal transport units from day 16 onwards at Vilnius Intermodal Terminal, is published on the Manager's website under "Descriptions of Rail Service Facilities".
3. The Description of the rail service facility, "Kaunas Intermodal Terminal", which defines the information on the provision of services for intermodal loading and servicing of intermodal transport unit sets and wagon groups and the storage of intermodal transport units from day 16 onwards at Kaunas Intermodal Terminal, is published on the Manager's website under "Descriptions of Rail Service Facilities".
4. The Description of the rail service facility, "Šeštokai Intermodal Terminal", which defines the information on the provision of services for intermodal loading and servicing of intermodal transport unit sets and wagon groups and the storage of intermodal transport units at Šeštokai Intermodal Terminal, is published on the Manager's website under "Descriptions of Rail Service Facilities".

7.3.4. Cumulative Tracks, Train Forming and Shunting Facilities

The Description of the rail service facility, "Cumulative tracks, train formation and shunting facilities", which defines the information on access to this railway service facility, is published on the Manager's website under "Descriptions of Rail Service Facilities".

7.3.5. Storage Sidings

The Manager shall not have storage sidings that are used exclusively for the purpose specified in Article 3 (37) of the RTC, but the service of using RSF for the storage of rolling stock shall be provided on the roads of railway stations.

7.3.6. Railway Rolling Stock Maintenance Facilities, Except for Facilities Intended for High-Speed Trains or Other Types of Rolling Stock That Require Special Facilities, for Large-Scale Maintenance of Rolling Stock

The description of the " Railway Rolling Stock Maintenance Facilities (Inspection Pit)" managed by the Operator, defining information about access to this railway service facility, is published on the website of the Manager in section "Descriptions of Railway Service Facilities".

7.3.7. Other Technical Facilities, Cleaning and Washing Devices

The Manager does not have other technical devices, control and washing devices. Information about other technical facilities, cleaning and washing facilities managed by other operators and the services provided by them is published on the website of the Manager in section "Descriptions of Railway Service Facilities".

7.3.8. Sea and Inland Port Facilities

The Manager has no sea and inland port facilities. Information about sea and inland port facilities managed by other operators related to railway operations is published on the website of the Manager in section "Descriptions of Railway Service Facilities".

7.3.9. Relief Facilities

The description of the RSF "Technical Support Facilities" managed by the Manager, which defines information about access to these "Railway Service Facilities" and the services provided therein (accident liquidation RSF), shall be published on the Manager's website in the section "Railway Service Facilities".

7.3.10. Refuelling Facilities

The Manager has no fuelling facilities. Information about refuelling facilities managed by other operators shall be published on the Manager website in the section "Railway Service Facilities".

7.3.11. Access to Railway Facilities and Additional and Auxiliary Services Provided in These Facilities Related to Railway Transport

1. The description of the additional service provided by the Manager, which includes the provision of traction current, for which the fees are indicated in the invoices separately from the fees for the use of electricity supply facilities (electricity for electric train movement), is published on the Manager's website in section "Descriptions of Railway Service Facilities".
2. The Manager does not have other RSFs that provide additional and/or auxiliary services related to railway transport, and does not provide such services. Information about the RSFs of other operators and additional and auxiliary services related to railway transport provided at these facilities is published on the Manager's website in section "Descriptions of Railway Service Facilities".

7.4. Railway Service Facilities Operated by Other Operators

7.4.1. Access to Rail Service Facilities Operated by Other Operators and the Basic Rail Transport Services They Provide

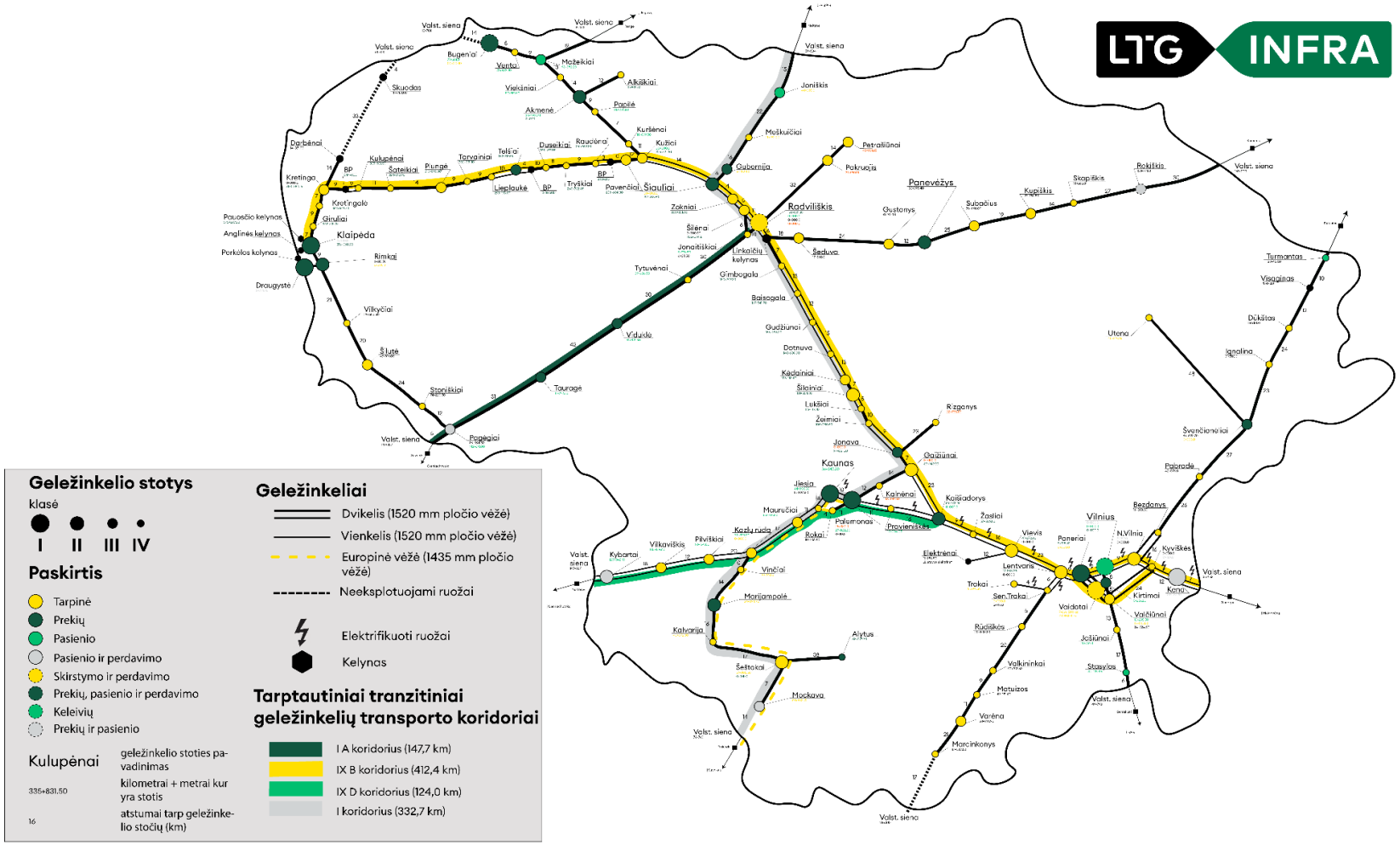
Descriptions and information of railway service facilities managed by other operators and the main services related to railway transport provided by them shall be published on the Manager's website in the section "Railway Service Facilities".

7.4.2. Access to Rail Service Facilities Operated by Other Operators and Their Additional and Auxiliary Services Related to Rail Transport

Descriptions and information of railway service facilities managed by other operators and additional and auxiliary services related to railway transport provided in them shall be published on the Manager's website in the section "Railway Service Facilities".

ANNEXES

1. INFRASTRUCTURE NETWORK MAP



2. RAILWAY LINES AND MAXIMUM LENGTH OF TRAINSETS THAT CAN PASS ON THESE LINES

No.	Title of Railway Line	Length of the train uni according to the length of the tracks of the railway stations on the railway line (contract railcars and (or) meters)	
		Odd traffic direction	Even traffic direction
	Gauge 1 435 mm		
1.	Kazlų Rūda–Šeštokai–Mockava– State border	49 (740 m)	49 (740 m)
2.	Kazlų Rūda–Palemonas	49 (740 m)	49 (740 m)
3.	Jiesia–Rokai	49 (740 m)	49 (740 m)
	Gauge 1 520 mm		
1.	State border –Kena	74 (1094 m)	75 (1100 m)
2.	Kena–Kyviškes	73 (1072 m)	73 (1069 m)
3.	Kyviškes–Vaidotai (without stop in Valčiūnai station)	73 (1068 m)	73 (1069 m)
4.	Kyviškes–Naujoji Vilnia	59 (872 m)	58 (871 m)
5.	Naujoji Vilnia–Vilnius	59 (872 m)	58 (871 m)
6.	Vilnius–Paneriai	59 (885 m)	60 (892 m)
7.	Paneriai–Vaidotai	59 (885 m)	60 (892 m)
8.	Valčiūnai–Vaidotai	56 (841 m)	56 (838 m)
9.	Vilnius–Valčiūnai (through Kirtimai station)	56 (841 m)	56 (838 m)
10.	Valčiūnai–Stasylos– State border	56 (841 m)	56 (838 m)
11.	State border –Turmantas–Švenčionėliai	55 (824 m)	55 (824 m)
12.	Švenčionėliai–Nauja Vilnia	53 (800 m)	53 (793 m)
13.	Švenčionėliai–Utena	64 (948 m)	64 (948 m)
14.	Paneriai–Lentvaris	59 (885 m)	60 (892 m)
15.	Lentvaris–Varėna	60 (896 m)	60 (896 m)
16.	Varėna–Marcinkonys	39 (601 m)	39 (601 m)
17.	Lentvaris–Kaišiadorys	64 (942 m)	63 (938 m)
18.	Kaišiadorys–Gaižiūnai	74 (1094 m)	74 (1093 m)
19.	Gaižiūnai–Radviliškis	58 (858 m)	58 (858 m)
20.	Jonava–Rizgonys	51 (768 m)	51 (768 m)
21.	Kaišiadorys–Palemonas	61 (900 m)	61 (902 m)
22.	Palemonas–Gaižiūnai	60 (896 m)	60 (896 m)
23.	Palemonas–Kaunas–Jiesia	47 (715 m)	47 (715 m)
24.	Palemonas–Rokai–Jiesia	61 (900 m)	61 (902 m)
25.	Jiesia–Kazlų Rūda	70 (1027 m)	70 (1036 m)
26.	Kazlų Rūda–Šeštokai	43 (657 m)	43 (657 m)
27.	Šeštokai–Alytus	47 (707 m)	47 (707 m)
28.	Šeštokai–Mockava	47 (707 m)	47 (707 m)
29.	Kazlų Rūda–Kybartai	65 (966 m)	65 (966 m)
30.	Kybartai– State border	80 (1174 m)	80 (1174 m)
31.	Panevėžys–Radviliškis	59 (880 m)	59 (880 m)
32.	State border –Rokiškis–Panevėžys	57 (857 m)	57 (857 m)
33.	Radviliškis–Pakruojis–Petrašiūnai	71 (1049 m)	71 (1049 m)
34.	Radviliškis–Šilėnai	59 (879 m)	59 (877 m)
35.	Radviliškis–Jonaitiškiai	67 (992 m)	67 (995 m)
36.	Jonaitiškiai–Šilėniai	59 (879 m)	59 (877 m)
37.	Šilėnai–Šiauliai	57 (847 m)	57 (855 m)
38.	State border –Joniškis–Šiauliai	57 (847 m)	57 (855 m)
39.	Šiauliai–Kužiai	57 (847 m)	57 (855 m)
40.	Kužiai–Akmenė	57 (857 m)	58 (862 m)
41.	Akmenė–Mažeikiai	68 (1003 m)	68 (1004 m)

No.	Title of Railway Line	Length of the train uni according to the length of the tracks of the railway stations on the railway line (contract railcars and (or) meters)	
		Odd traffic direction	Even traffic direction
42.	Mažeikiai–Bugeniai	59 (875 m)	59 (874 m)
43.	Mažeikiai– State border	68 (1003 m)	68 (1004 m)
44.	Akmenė–Alkiškiai	67 (988 m)	67 (988 m)
45.	Kužiai–Klaipėda	57 (844 m)	57 (844 m)
46.	Klaipėda–Rimkai	64 (952 m)	63 (940 m)
47.	Rimkai–Draugystė	74 (1082 m)	73 (1081 m)
48.	Jonaitiškiai–Pagėgiai	53 (794 m)	53 (794 m)
49.	Pagėgiai– State border	53 (794 m)	53 (794 m)
50.	Pagėgiai–Rimkai	53 (794 m)	53 (794 m)
51.	Jonaitiškiai–Pagėgiai–Rimkai (without entering Pagėgiai station)	58 (870 m)	58 (869 m)

On routes consisting of more than one of the sections specified in this Annex, the maximum train length shall be determined by reference to the sections with the lowest maximum length.

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3. PRELIMINARY CAPACITIES OF RAILWAY LINES (INTERMEDIATE STATIONS)

Title of railway line	Title of the intermediate station	Number of main tracks	Signalling and network devices	Maximum capacity (number of trains in odd traffic direction/even traffic direction)
Mockava–Joniškis–Meitenė (LV)				
Mockava–Kazlų Rūda	Mockava–Šeštokai	1	PAB	31/31
	Šeštokai–Kalvarija			18/18
	Kalvarija–Marijampolė			27/27
	Marijampolė–Vinčai			34/34
	Vinčai–Kazlų Rūda			45/45
Kazlų Rūda–Jiesia	Kazlų Rūda–Mauručiai	2	AB	155/155
	Mauručiai–Jiesia			139/157
Jiesia–Palemonas (through Rokai)	Jiesia–Rokai	1	AB	55/55
	Rokai–Palemonas			49/49
Jiesia–Palemonas (through Kaunas)	Jiesia–Kaunas	2	AB	121/135
	Kaunas–Palemonas			81/81
	Kaunas (through tunnel–2,632 km)	1		81/81
Palemonas–Gaižiūnai	Palemonas–Kalnėnai	1	PAB	31/31
	Kalnėnai–Gaižiūnai			30/30
Gaižiūnai–Radviliškis	Gaižiūnai–Jonava	1	AB	54/54
	Jonava–Žeimiai	2		198/198
	Žeimiai–Lukšiai	1		40/40
	Lukšiai–Šilainiai	2		173/135
	Šilainiai–Kėdainiai	1		63/63
	Kėdainiai–Dotnuva	2		139/179
	Dotnuva–Gudžiūnai			135/173
	Gudžiūnai–Baisogala			135/173
	Baisogala–Gimbogala			121/152
	Gimbogala–Radviliškis (Linkaičiai)	1		45/45
Radviliškis–Šiauliai	Radviliškis (AIK3)–Šilėnai	2	AB	304/202
	Šilėnai–Zokniai			207/248
	Zokniai–Šiauliai			248/248
Šiauliai–Meitenė (LV)	Šiauliai–Gubernija	1	AB	52/52
	Gubernija–Meškuičiai		PAB	30/30
	Meškuičiai–Joniškis			22/22
	Joniškis–Meitenė (LV)			24/24
Trakiškiai (PL)–Mockava–Palemonas (1435)				
Trakiškiai (PL)–Mockava	Trakiškiai–Mockava	1	PAB	23/23
Mockava–Šeštokai	Mockava–Šeštokai			12/12
Šeštokai–Kazlų Rūda	Šeštokai–(Kalvarija)–Marijampolė		Phone connection	8/8
	Marijampolė–(Vinčai)–Kazlų Rūda			11/11
Kazlų Rūda–Palemonas	Kazlų Rūda–(Mauručiai)–Jiesia–Kaunas			9/9
	Kaunas–Palemonas			9/9
Radviliškis–Pagėgiai–Sovetskas (RU)				
	Radviliškis–Jonaitiškiai	1	AB	37/37

Title of railway line	Title of the intermediate station	Number of main tracks	Signalling and network devices	Maximum capacity (number of trains in odd traffic direction/even traffic direction)
Radviliškis–Sovetskas (RU)	Jonaitiškiai–Tytuvėnai		PAB	21/21
	Tytuvėnai–Viduklė			19/19
	Viduklė–Batakiai–Tauragė			15/15
	Tauragė–Lauksargiai – Pagėgiai			17/17
	Pagėgiai–Sovetskas (RU)			43/43
Gudagojis (BY)–Kena–Klaipėda				
Gudagojis (BY)–Vilnius	Gudagojis (BY)–Kena	2	AB	177/155
	Kena–Kyviškės			248/155
	Kyviškės–Naujoji Vilnia			248/155
	Naujoji Vilnia–Vilnius			179/157
Kyviškės–Vaidotai	Kyviškės–Valčiūnai	2	AB	125/125
	Valčiūnai–Vaidotai (LNR, LR)			138/95
Vilnius–Lentvaris	Vilnius–Paneriai	2	AB	157/179
	Paneriai–Lentvaris			155/207
Paneriai–Vaidotai	Paneriai–Vaidotai (GD)	2	AB	124/124
	Paneriai–Vaidotai (L)	1		62/62
Lentvaris–Kaišiadorys	Lentvaris–Vievis	2	AB	153/112
	Vievis–Žasliai			153/135
	Žasliai–Kaišiadorys			149/108
Kaišiadorys-Gaižiūnai	Kaišiadorys– Gaižiūnai	2	AB	170/132
Gaižiūnai–Radviliškis	Gaižiūnai–Jonava	1	AB	54/54
	Jonava–Žeimiai	2		198/198
	Žeimiai–Lukšiai	1		40/40
	Lukšiai–Šilainiai	2		173/135
	Šilainiai–Kėdainiai	1		63/63
	Kėdainiai–Dotnuva	2		139/179
	Dotnuva–Gudžiūnai			135/173
	Gudžiūnai–Baisogala			135/173
	Baisogala–Gimbogala			121/152
	Gimbogala–Radviliškis (Linkaičiai)	1		45/45
Radviliškis–Šiauliai	Radviliškis (AIK3)–Šilėnai	2	AB	304/202
	Šilėnai–Zokniai			207/248
	Zokniai–Šiauliai			248/248
Šiauliai–Klaipėda	Šiauliai-Kužiai	2	AB	248/155
	Kužiai–Pavenčiai	1		39/39
	Pavenčiai–BP			36/36
	BP–Raudėnai (2,5 km)	2		155/155
	Raudėnai–Tryškiai	1		48/48
	Tryškiai–Dūseikiai			50/50
	Dūseikiai–BP			40/40
	BP–Telšiai (4 km)	2		207/207
	Telšiai–Lieplaukė	1		202/202
	Lieplaukė–Tarvainiai			34/34
	Tarvainiai–Plungė			36/36
	Plungė–Šateikiai			26/26
	Šateikiai–Kūlupėnai			35/35
	Kūlupėnai–BP (8 km)	2		207/207
	BP- Kretinga	1		40/40
	Kretinga–Kretingalė			77/77
	Kretingalė–Giruliai			56/56
	Giruliai–Klaipėda			69/69

Title of railway line	Title of the intermediate station	Number of main tracks	Signalling and network devices	Maximum capacity (number of trains in odd traffic direction/even traffic direction)
Černyševskoje (RU)–Kybartai–Kaišiadorys				
Černyševskoje (RU)–Kazlų Rūda	Černyševskoje (RU)–Kybartai	2	AB	124/124
	Kybartai–Vilkaviškis			155/155
	Vilkaviškis–Pilviškiai			155/155
	Pilviškiai–Kazlų Rūda			155/155
Kazlų Rūda–Jiesia	Kazlų Rūda–Mauručiai	2	AB	155/155
	Mauručiai–Jiesia			139/157
Jiesia–Palemonas (through Rokus)	Jiesia–Rokai	1	AB	55/55
	Rokai–Palemonas			49/49
Jiesia–Palemonas (through Kauną)	Jiesia–Kaunas	2	AB	121/135
	Kaunas–Palemonas			81/81
Palemonas–Kaišiadorys	Palemonas–Pravieniškės	2	AB	158/127
	Pravieniškės–Kaišiadorys			248/155
Naujoji Vilnia–Turmantas–Kurcumas (LV)				
Naujoji Vilnia–Turmantas–Kurcumas (LV)	Naujoji Vilnia–Bezdonys	2	PAB	41/54
	Bezdonys–Pabradė	1		21/21
	Pabradė–Švenčionėliai			18/18
	Švenčionėliai–Ignalina			21/21
	Ignalina–Dūkštas			20/20
	Dūkštas–Turmantas			20/20
	Turmantas–Kurcumas (LV)		AB	37/37
Vaidotai–Stasylos–Benekainys (BY)				
Vaidotai–Stasylos–Benekainys (BY)	Vaidotai–Valčiūnai	1	AB	59/59
	Valčiūnai–Jašiūnai			33/33
	Jašiūnai–Stasylos			26/26
	Stasylos–Benekainys (BY)			39/39
Lentvaris–Marcinkonys				
Lentvaris–Marcinkonys	Lentvaris–Senieji Trakai	2	AB	159/181
	Senieji Trakai–Rūdiškės	1	PAB	33/33
	Rūdiškės–Valkininkai			26/26
	Valkininkai–Matuizos			41/41
	Matuizos–Varėna			28/28
	Varėna–Marcinkonys			19/19
Kužiai–Bugeniai				
Kužiai–Bugeniai (Rengė)	Kužiai–Kuršėnai	1	AB	40/40
	Kuršėnai–Papilė			25/25
	Papilė–Akmenė			44/44
	Akmenė–Viekšniai			33/33
	Viekšniai–Mažeikiai			32/32
	Mažeikiai–Venta			41/41
	Venta–Bugeniai			57/57
	Mažeikiai–Rengė (LV)	1	PAB	5/5
Radviliškis–Rokiškis–Eglainė (LV)				
Radviliškis–Rokiškis–Eglainė (LV)	Radviliškis (Linkaičiai)-Šeduva	1	PAB	29/29
	Šeduva–Gustonys			22/22
	Gustonys–Panevėžys			36/36
	Panevėžys–Subačius			22/22
	Subačius–Kupiškis			26/26
	Kupiškis–Skapiškis			36/36
	Skapiškis–Rokiškis			20/20
	Rokiškis–Eglainė (LV)			15/15

Title of railway line	Title of the intermediate station	Number of main tracks	Signalling and network devices	Maximum capacity (number of trains in odd traffic direction/even traffic direction)
Klaipėda–Pagėgiai				
Klaipėda–Pagėgiai	Klaipėda–Rimkai	1	AB	38/38
	Rimkai–Draugystė			74/74
	Rimkai–Vilkyčiai		PAB	29/29
	Vilkyčiai–Šilutė			29/29
	Šilutė–Stoniškiai			25/25
	Stoniškiai–Pagėgiai			38/38

4. MASS OF TRAINSETS USED TO DETERMINE THE PRELIMINARY CAPACITIES OF RAILWAY LINES (INTERMEDIATE STATIONS)

No.	Title of the Railway Line	Preliminary mass of the train set (t)[4]		Locomotive
		Nelyginė eismo kryptis	Even traffic direction	
Gauge – 1 435 mm				
1.	Palemonas–Kaunas–Šeštokai	2000	2200	M62K
2.	Šeštokai–Mockava–Trakiškiai	2500	2500	M62K
Gauge – 1 520 mm				
1.	Maladzyechna –Kena	3700	5000	ER20CF
2.	Vaidotai–Lyda	2300	4700	ER20CF
3.	Kena–Vaidotai (through Valčiūnai by-pass traffic)	4000	4000	ER20CF
4.	Kena–Vilnius–Vaidotai (Paneriai Track G)	4500	4500	ER20CF
5.	Kena–Vaidotai–Kybartai– Chernyakhovsk (through Valčiūnai by-pass traffic)	4000	4000	ER20CF
6.	Vaidotai–Kybartai– Chernyakhovsk	4500	4000	ER20CF
7.	Kena–Vilnius–Kybartai– Chernyakhovsk	4500	4000	ER20CF
8.	Kena–Vaidotai–Radviliškis (through Valčiūnai by-pass traffic)	4000	4000	ER20CF
9.	Vaidotai, (Paneriai)–Radviliškis	4500	4500	ER20CF
10.	Kena–Vilnius–Radviliškis	4500	4500	ER20CF
11.	Vaidotai–Palemonas	4800	4000	ER20CF
12.	Palemonas–Radviliškis	4500	5000	ER20CF
13.	Radviliškis–Klaipėda, Draugystė (through Kužiai station)	4800	3600	ER20CF
14.	Daugpilis–Radviliškis	3400	3200	ER20CF
15.	Jelgava–Radviliškis	3400	5000	ER20CF
16.	Radviliškis–Sovetsk	3000	2700	ER20CF
17.	Radviliškis–Draugystė, Klaipėda (through Pagėgiai station.)	3000	2700	ER20CF
18.	Radviliškis–Bugeniai	4800	4500	ER20CF
19.	Bugeniai–Klaipėda, Draugystė (through Kužiai station)	4500	3600	ER20CF
20.	Gaižiūnai, Šilainiai–Klaipėda, Draugystė (through Kužiai station)	4500	3600	ER20CF
21.	Šilainiai–Draugystė (through Pagėgiai station)	3000	2700	ER20CF
22.	Kena–Vilnius–Kirtimai–Vaidotai	2600	4000	ER20CF
23.	Palemonas–Rokai–Kybartai	4500	4500	ER20CF
24.	Kena–Vaidotai–Panerai	4000	4000	ER20CF
25.	Jelgava–Rengė–Bugeniai	3900	5500	ER20CF
26.	Daugpilis–Naujiosji Vilnia–Paneriai–Vaidotai	4000	4000	ER20CF
27.	Palemonas–Šeštokai–Mockava	3500	4000	ER20CF
28.	Radviliškis–Pakruojas–Petrašiūnai	3400	3400	ER20CF
29.	Paneriai–Rokai–Kybartai	4500	4000	ER20CF
30.	Paneriai, Vaidotai–Marcinkonys	3600	4000	ER20CF
31.	Jonava–Rizgonys	2100	3800	ER20CF
32.	Šeštokai–Alytus	2600	5600	ER20CF
33.	Utena–Švenčionėliai	2500	3000	ER20CF

[4] The preliminary mass of the train set is calculated according to the technical characteristics of the specified locomotive, taking into account the technical capacity of the line and considering the expected capacity limitations

5. STATIONS AND STOPS FOR THE EMBARKATION AND DISEMBARKATION OF PASSENGERS ANDT THE LENGTHS OF PLATFORMS THEREOF

Station / Half station	Track	Platform length (m)	Platform height (mm)
Akmenė	Next to track I	60	200
Alksnėnai	Next to track I	105	200
Alksnėnai	Next to track II	105	200
Alvitas	Next to track I	137	200
Alvitas	Next to track II	110	200
Bagotoji	Next to track I	100	200
Bagotoji	Next to track II	100	200
Baisogala	Next to track 1	165	200
Baisogala	Between tracks II and III	116	200
Bajorai	Next to track II	138	200
Baltamiškis	Next to an odd track	160	200
Baltamiškis	Next to an even track	120	200
Bebruliškė	Next to track I	156	200
Bezdonys	Next to track I	117	200
Bezdonys	Between tracks I and II	117	200
Bygailiai	Next to track I	80	200
Būdviečiai	Next to track I	155	200
Dituva		22	200
Dotnuva	Next to track II	153	200
Dotnuva	Between tracks I and II	153	200
Dūkštas	Next to track 1	180	200
Dūkštas	Between tracks 2 and I	401	200
Durpynas	Next to track I	105	200
Durpynas	Next to track II	105	200
Dūseikiai	Next to track I	105	200
Electrodepot (Naujoji Vilnia–Kena)	Next to an odd track	120	200
Electrodepot (Naujoji Vilnia–Kena)	Next to an even track	121	200
Electrodepot (Naujoji Vilnia–Turmantas)	Next to an odd track	120	200
Electrodepot (Naujoji Vilnia–Turmantas)	Next to an even track	120	200
Gaižiūnai	Between tracks XI and 12	200	200
Garliava	Next to track I	153	200
Garliava	Between tracks II and IIIEU	154	200
Gerkonys		108	200
Gimbogala	Next to track I	127	200
Gimbogala	Between tracks I and II	127	200
Giruliai	Next to track I	247	200
Giruliai	Between tracks I and II	247	200
Gružeikiai		22	200
Gudžiūnai	Next to track I	123	200
Gudžiūnai	Between tracks I and II	123	200
Gustonys	Next to track I	109	200
Ignalina	Next to track I	344	200
Ignalina	Between tracks 2 and I	249	200
Jašiūnai	Next to track 3	150	200
Jiesia	Next to track I	100	200
Jonava	Between tracks I and II	259	200
Jonava	Next to track 4	138	200
Joniškis	Next to track 1	131	200
Joniškis	Between tracks 1 and II	199	200
Juodšiliai	Next to track IIBK	120	200
Jūrė	Next to track I	150	200
Jūrė	Between tracks II and IIIEU	150	550
Kaišiadorys	Between tracks I and II	206	200
Kaišiadorys	Next to track III	322	200

Station / Half station	Track	Platform length (m)	Platform height (mm)
Kalnėnai	Between tracks 1 and II	160	200
Kalnėnai	Next to track 1	106	200
Kalotė	Next to track I	100	200
Kalotė	Between tracks I and II	100	200
Kalvarija	Between tracks IEU and II	150	200
Kalviai		120	200
Karčiupis	Next to track I	202	200
Karčiupis	Next to track II	202	200
Kariotiškės	Prie nelyginio kelio	179	200
Kariotiškės	Prie lyginio kelio	120	200
Karsakiškis	Next to track I	26	200
Kaugonys	Next to track I	120	200
Kaugonys	Next to track II	120	200
Kaunas	Between tracks II and 3	465	200
Kaunas	Next to track 11	145	200
Kaunas	Between tracks I and 12	487	200
Kaunas	Between 7EU and 8EU	204	550
Kaunas	Next to track 25A	101	200
Kazlų Rūda	Next to track IB	150	200
Kazlų Rūda	Between tracks II and 3	121	200
Kazlų Rūda	Between tracks IV and 3	158	200
Kazlų Rūda	Between tracks VIIEU and 9EU	150	550
Kėdainiai	Next to track 1	261	200
Kėdainiai	Between tracks 1 and II	261	200
Kena	Next to track 4	407	200
Kena	Between tracks I and II	407	200
Kidarai		120	200
Kirtimai	Between tracks I and 3	121	200
Kybartai	Next to track I	498	200
Kybartai	Next to track II	500	200
Kybartai	Between tracks II and 6	464	200
Kyviškės	Next to track 3	195	200
Klaipėda	Next to track I	404	200
Klaipėda	Between tracks I and II	360	200
Klepočiai		120	200
Kretinga	Next to track 1	305	200
Kretinga	Between tracks 1 and II	249	200
Kretingalė	Next to track I	152	200
Kretingalė	Between tracks I and II	146	200
Kukorai	Next to track I	61	200
Kūlupėnai	Next to track II	120	200
Kupiškis	Next to track 1	100	200
Kuršėnai	Next to track I	100	200
Kutiškiai	Next to track II	105	200
Kutiškiai	Next to track I	105	200
Kužiai	Next to track 3	179	200
Kužiai	Between tracks II and 4	178	200
Laba		128	200
Labučiai		84	200
Lazdėnai	Next to an odd track	160	200
Lazdėnai	Next to an even track	120	200
Lentvaris	Next to track II	170	200
Lentvaris	Between tracks 3 and I	163	200
Lentvaris	Between tracks 4 and VI	169	200
Lentvaris	Between tracks 7 and V	149	200
Lieplaukė	Next to track 3	110	200
Lobiniai		100	200
Lukšiai	Next to track I	122	200
Lukšiai	Next to track II	122	200
Mankiškiai	Next to track I	99	200
Mankiškiai	Next to track II	99	200
Marcinkonys	Next to track II	250	200
Marcinkonys	Between tracks I and II	253	200

Station / Half station	Track	Platform length (m)	Platform height (mm)
Marijampolė	Next to track 1	173	200
Marijampolė	Between tracks 1 and II	164	200
Marijampolė	Between tracks IVEU and 5EU	169	550
Matuizos	Next to track 4	264	200
Matuizos	Between tracks 4 and I	247	200
Mauručiai	Next to track IIIEU	32	200
Mauručiai	Between tracks I and II	150	200
Mažeikiai	Next to track I	176	200
Meškučiai	Next to track 1	150	200
Meškuičiai	Next to track 2	66	200
Mickūnai	Next to an odd track	120	200
Mickūnai	Next to an even track	120	200
Miliai	Next to track I	150	200
Miškiniai		120	200
Mockava	Next to track 3	166	200
Mockava	Between tracks I and IIEU	166	550
Naujiena	Next to track I	150	200
Naujoji Vilnia (Naujoji Vilnia–Kena)	Between tracks VIA and VA	175	200
Naujoji Vilnia (Naujoji Vilnia–Turmantas)	Between tracks 4A and IIA	180	200
Naujoji Vilnia (Naujoji Vilnia–Turmantas)	Between tracks 21 and I	337	200
Airport		100	200
Pabališkiai	Between tracks II and IIIEU	155	200
Pabališkiai	Next to track 4	155	550
Pabradė	Between tracks 2 and I	121	200
Pabradė	Next to track 1	241	200
Pagėgiai	Next to track I	149	200
Pagiriai	Next to track II	220	200
Pagiriai	Between tracks II and IIIEU	220	200
Pailgis		291	200
Pakenė	Next to an odd track	120	200
Pakenė	Next to an even track	120	200
Pakretuonė		100	200
Palemonas	between tracks LIV and 52	120	200
Palemonas	between tracks LVI and 58	263	200
Palemonas	Between tracks LV and LVI	120	200
Pamerkiai		120	200
Pamieris	Next to track I	110	200
Pamieris	Next to track II	120	200
Panemunėlis	Next to main track I	100	200
Paneriai	Next to track 1	257	200
Paneriai	Between tracks III and IV	256	200
Panevėžys	Next to track 1	100	200
Panevėžys	Between tracks 1 and II	101	200
Papilė	Next to track I	126	200
Parudaminys		120	200
Pavenčiai	Between tracks 1 and II	116	200
Pavenčiai	Next to track 1	120	200
Pavilnys	Next to an odd track	182	200
Pavilnys	Next to an even track	183	200
Pažeimenė		120	200
Pilviškiai	Between tracks I and II	145	200
Pilviškiai	Next to track II	121	200
Plungė	Next to track 1	216	200
Plungė	Between tracks 1 and II	216	200
Pravieniškės	between tracks I and II	234	200
Pravieniškės	next to track II	231	200
Priekulė	Next to track I	186	200
Radviliškis	Next to track IV of RRC Post	71	200

Station / Half station	Track	Platform length (m)	Platform height (mm)
Radviliškis	Next to track IIA of RRC Post	64,7	200
Radviliškis	Passenger yard next to track I	512,3	200
Radviliškis	Passenger yard between tracks II and 6A	302,5	200
Radžiūnai		98	200
Raudėnai	Next to track I	110	200
Rimkai	Between tracks 3 and I	120	200
Rimkai	Next to track 3	38	200
Rykantai	Next to an odd track	160	200
Rykantai	Next to an even track	120	200
Rokiškis	Next to track 1	98	200
Rūdiškės	Next to track 1	141	200
Rūdiškės	Between tracks 1 and II	120	200
Santaka		128	200
Sausiai	Next to an odd track	160	200
Sausiai	Next to an even track	120	200
Senieji Trakai	Next to track II	122	200
Senieji Trakai	Between tracks 3 and I	120	200
Skapiškis	Next to track 1	100	200
Skersabaliai		166	200
Sodai	Next to track I	100	200
Sodai	Next to track II	100	200
Stasylos	next to track 2	510	200
Stasylos	Between tracks 2 and I	510	200
Stoniškiai	Between tracks 2 and I	158	200
Stoniškiai	next to track 2	205	200
Subačius	Next to track 1	219	200
Suvalkėliai	Next to track I	150	200
Šateikiai	Next to track 1	190	200
Šeduva	Next to track 5	50	200
Šeduva	Between tracks 2 and I	80	200
Šeštokai	Next to track 7EU	214	200
Šeštokai	Next to track 10	53	200
Šiauliai	Next to track I	424	200
Šiauliai	Between tracks II and 3	355	200
Šilainiai	Next to track II	119	200
Šilainiai	Next to track I	119	200
Šilėnai	Between tracks I and II	180	200
Šilutė	Next to track 1	171	200
Škleriai		120	200
Švenčionėliai	Next to track 4	336	200
Švenčionėliai	Between tracks 4 and I	336	200
Tarvainiai	Next to track 2	116	200
Tauragė	Next to track 1	253	200
Telšiai	Next to track I	303	200
Telšiai	Between tracks I and II	210	200
Terešiškės		120	200
Tindžiuliai		80	200
Tytuvėnai	Next to track 5	82	200
Trakai	Next to track I	120	200
Tryškiai	Next to track I	120	200
Turgalaukis	Next to track I	150	200
Turmantas	Next to track 1	147	200
Turmantas	Between tracks 2 and III	400	200
Utena	Next to track 2	201	200
Vaidotai	Next to track IID	30	200
Vaidotai	Next to track IB	30	200
Vaidotai	Next to track IIV	102	200
Vaidotai	Between tracks IB and 312	171	200
Valčiūnai	Next to track 4	150	200
Valkininkai	Between tracks 2 and I	120	200
Valkininkai	Next to track 2	119	200

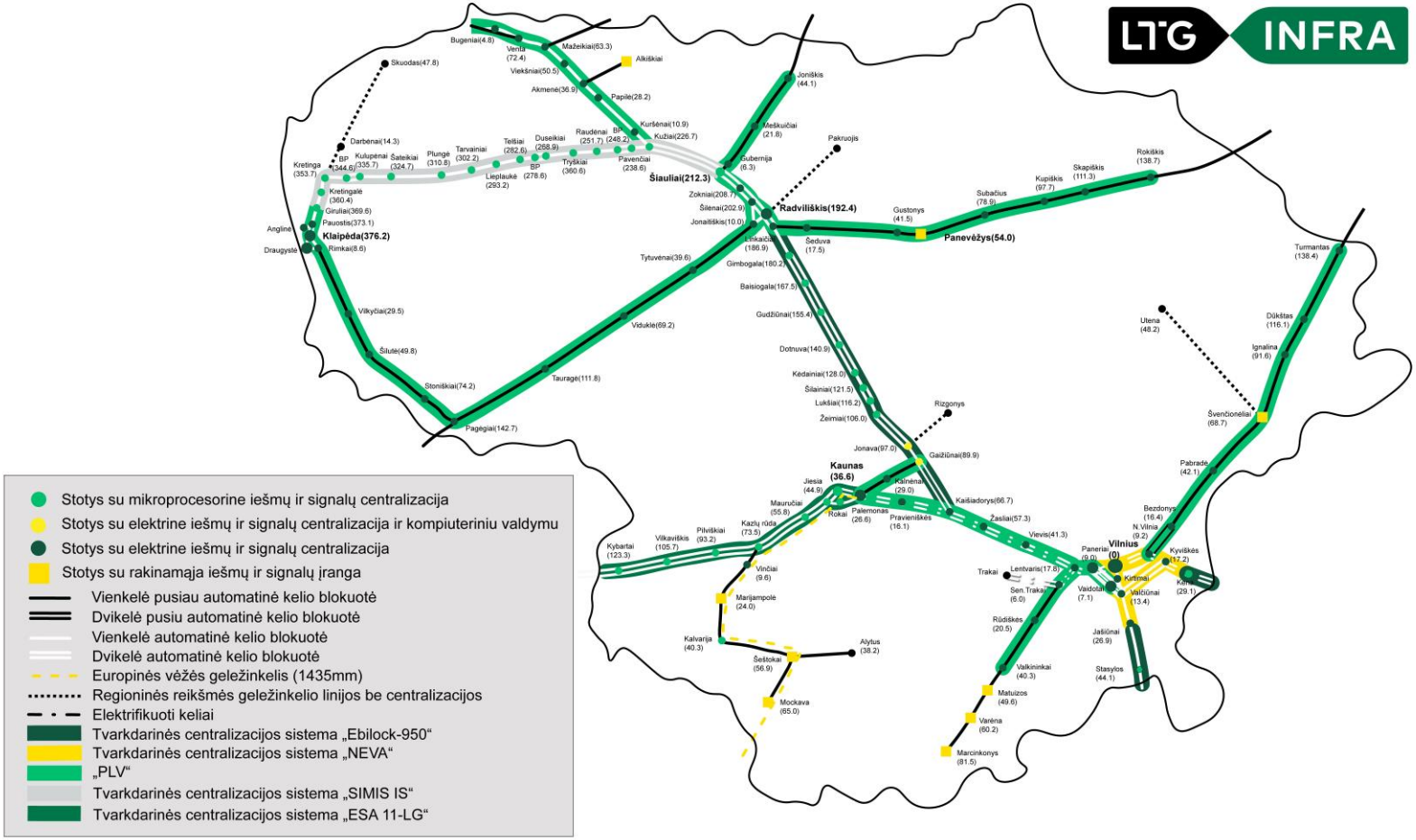
Station / Half station	Track	Platform length (m)	Platform height (mm)
Varėna	Next to track 1	173	200
Varėna	Between tracks 1 and II	173	200
Venta	Next to track 5	30	200
Viduklė	Next to track 2	136	200
Viekšniai	Next to track 3	100	200
Vievis	Next to track 4	130	200
Vievis	Between tracks I and II	160	200
Vilkaviškis	Between tracks I and IIB	137	200
Vilkaviškis	Next to track IIB	138	200
Vilkyčiai	Next to track I	137	200
Vilnius	Next to track 1	554	200
Vilnius	between tracks 3 and IV	490	200
Vilnius	Between tracks 5 and 7	502	200
Vilnius	Between tracks 7 and 9	604	200
Vilnius	Between tracks 12 and X	529	200
Vinčai	Next to track IIB	150	200
Visaginas		439	200
Vokė	Next to an odd track	160	200
Vokė	Next to an even track	160	200
Voveriškiai	Next to track I	24	200
Voveriškiai	Next to track II	27	200
Zervynos		100	200
Žasliai	Track 4	160	200
Žasliai	Between tracks I and II	160	200
Žeimena		120	200
Žeimiai	Next to track 3	145	200
Žeimiai	Between tracks I and II	182	200

Note: The Railway undertaking (carrier) shall comply with the requirements set out in Section 2.3.8 of the Network Statement in order to operate longer trains than allocated in the decision of the Infrastructure manager of Public Railway Infrastructure.

6. LIST OF CRUCIAL SLOPES

No.	Title of the Railway Line	Crucial Slope, ‰		Note
		Odd Direction	Even Direction	
1.	State border – Rokiškis – Radviliškis	13,3	13,7	
2.	State border – Joniškis – Šiauliai	3,7	8,4	
3.	State border - Mažeikiai – Bugeniai	8,4	8,9	
4.	Radviliškis–Mažeikiai–Bugeniai	8,4	8,9	
5.	Radviliškis–Klaipėda	9,7	8,1	
6.	Radviliškis – Pagėgiai – State border (Sovetsk)	11,2	10,5	
7.	Radviliškis–Kaišiadorys	7,0	8,1	
8.	Klaipėda – Skuodas – State border	8,1	6,8	
9.	Pagėgiai–Klaipėda	4,5	6,3	
10.	Kaunas–Kybartai	5,4	5,0	
11.	Palemonas–Rokai–Jiesia	7,0	5,5	
12.	Palemonas–Gaižiūnai	5,2	5,9	
13.	Kazlų Rūda–Alytus	7,1	8,8	
14.	Kaunas–Vilnius	5,3	5,0	
15.	Vilnius–Stasylos–State border	12,3	7,9	
16.	Lentvaris – Marcinkonys – State border	5,9	6,9	
17.	Vilnius–Kena–State border	10,4	9,2	
18.	Vilnius–Turmantas–State border	6,5	6,1	
19.	Vaidotai - Paneriai track G 3+805.7 - 6+628.8km (from Vaidotai station switch No. 407K to Paneriai station switch No.12K)	5,0	0,0	
20.	Vaidotai - Paneriai tracks I and D 0+000 - 7+196.4 km (from the axis of Vaidotai EC post to Paneriai station switch No. 2K)	4,7	5,9	
21.	Vaidotai - Paneriai tracks II and L 0+000 - 6+769.2 km (from the axis of Vaidotai EC post to Paneriai station switch No. 8K)	5,8	4,8	
22.	Vaidotai – Valčiūnai I, LVR, Valčiūnų station track III 0+000 - 4+986.0km (from Vaidotai station EC post to Valčiūnai station switch No. 8)	0,3	12,1	
23.	Vaidotai - Valčiūnai II, LR and tracks 0+000 - 4+010.0 km (from Vaidotai station EC post to Valčiūnai station switch No. 25K)	7,9	–	
24.	Vaidotai - Valčiūnai V, LNR 0+224.2 - 3+797.7 km (from Vaidotai station switch No. 90K to Valčiūnai station switch No. 29K)	7,8	0,1	
25.	Švenčionėliai–Utena	2,7	7,3	
26.	Senieji Trakai–Trakai	0,6	7,5	
27.	Valčiūnai–Kyviškės	7,0	5,7	

7. ARRANGEMENT OF SIGNALLING SYSTEM ON THE RAILWAY NETWORK



8. ARRANGEMENT OF POSTS FOR AUTOMATIC CONTROL MEASURES (RAKP) OF THE TECHNICAL CONDITION OF ROLLING STOCK OF A RUNNING TRAIN

No.	Name of the intermediate station	RSACM number	Functions (*)	Track
1.	Gaižiūnai–Jonava	KP 201	AĮ-UR	–
2.	Šilainiai–Kėdainiai	KP 202	AĮ-UR	–
3.	Dotnuva–Gudžiūnai	KP 203	AĮ-UR	I
				II
4.	Gimbogala–Radviliškis	KP 204	AĮ-UR-RRP	–
5.	Radviliškis–Šilėnai	KP 205	AĮ-UR	I
				II
6.	Šiauliai–Kužiai	KP 206	AĮ-UR	I
				II
7.	Raudėnai–Tryškiai	KP 207	AĮ-UR	–
8.	Telšiai–Lieplaukė	KP 208	AĮ-UR	I
				II
9.	Plungė–Šateikiai	KP 209	AĮ-UR	–
10.	Kūlupėnai–Kretinga	KP 210	AĮ-UR	–
11.	Giruliai–Pauostis	KP 211	AĮ-UR-RRP	–
12.	Kyviškės–Valčiūnai	KP 101	AĮ-UR	I
				II
13.	Lentvaris–Vievis	KP 102	AĮ-UR	I
				II
14.	Žasliai–Kaišiadorys	KP 103	AĮ-UR-RRP	I
				II
15.	Pravieniškės–Palemonas	KP 104	AĮ-UR	I
				II
16.	Mauručiai–Kazlų Rūda	KP 105	AĮ-UR	I
				II
17.	Kazlų Rūda–Pilviškiai	KP 106	AĮ-UR	I
				II
18.	Vilkaviškis–Kybartai	KP 107	AĮ-UR-RRP	I
				II
19.	Papilė–Akmenė	KP 301	AĮ-UR	–
20.	Mažeikiai–Venta	KP 302	AĮ-UR	–
21.	Gubernija–Meškuičiai	KP 601	AĮ-UR	–
22.	Joniškis– State border	KP 602	AĮ-UR-RRP	–
23.	Rimkai–Vilkyčiai	KP 406	AĮ-UR-RRP	–
24.	Vilkyčiai–Šilutė	KP 405	AĮ-UR	–
25.	Marijampolė–Kalvarija	KP 901	AĮ-UR	–
26.	Rūdiškės–Valkininkai	KP 804	AĮ-UR	–
27.	Valčiūnai–Jašiūnai	KP 802	AĮ-UR	–
28.	Stasylos– State border	KP 803	AĮ-UR-RRP	–
29.	Kena– State border	KP 801	AĮ-UR-RRP	–
30.	Jonaitiškiai–Tytuvėnai	KP 401	AĮ-UR	–
31.	Viduklė–Tauragė	KP 402	AĮ-UR	–
32.	Viduklė–Tauragė	KP 403	AĮ-UR	–
33.	Tauragė–Pagėgiai	KP 404	AĮ-UR	–
34.	Radviliškis–Šeduva	KP 501	AĮ-UR	–
35.	Gustonys–Panevėžys	KP 502	AĮ-UR	–
36.	Subačius–Kupiškis	KP 503	AĮ-UR	–
37.	Skapiškis–Rokiškis	KP 504	AĮ-UR	–
38.	Rokiškis– State border	KP 505	AĮ-UR-RRP	–
39.	Bezdonys–Pabradė	KP 701	AĮ-UR	–

No.	Name of the intermediate station	RSACM number	Functions (*)	Track
40.	Pabradė–Švenčionėliai	KP 702	AĮ-UR	–
41.	Ignalina–Dūkštas	KP 703	AĮ-UR	–
42.	Dūkštas–Turmantas	KP 704	AĮ-UR-RRP	–

* **AĮ subsystem** – RSACM subsystem controlling the temperature of rolling stock axle boxes and axle neck;
UR subsystem – RSACM subsystem controlling the wheel temperature of rolling stock;
RRP subsystem – the RSACM subsystem controlling the force exerted by the wheels of rolling stock on the rails;

9. APPLICATION FOR RESERVATION OF PUBLIC RAILWAY INFRASTRUCTURE CAPACITY FOR CONSTRUCTION, REPAIR AND/OR MAINTENANCE OF PUBLIC RAILWAY INFRASTRUCTURE

1	2	3	4		5		7		8		9	10	6	11	12	13	14
No.	Line	Track number	Siding/station		Year		Exact date(s)		Time		Duration of one traffic break	Number of traffic breaks	Days of the week on which the Works will be performed	Type (stopping traffic, speed limit, etc.)	Time of day	Was the traffic break published within the set time limits (Yes / No)	Reason for restriction
			Start	End	From	To	Date from	Date until	Time from	Time until	Hr	Pcs.			Day/night		
1.	*Example*	*Monorail*	*Livintai*	*Gaižiūnai*	*2020*	*2020*	*31/08/2020*	*03/10/2020*	*08:00*	*16:00*	*8*	*30*	*1, 2, 3, 4, 5, 6, 7*	*All train traffic stopped*	*Day*	*Yes*	*Reconstruction works on Livintai-Gaižiūrai siding (78+098 - 89+949 km) Preparatory works for the installation of arch culverts/ installation of poles*

10. FORM FOR APPLICATION FOR THE ALLOCATION OF PUBLIC RAILWAY INFRASTRUCTURE CAPACITY, LATE APPLICATION FOR THE ALLOCATION OF PUBLIC RAILWAY INFRASTRUCTURE CAPACITY AND AD-HOC PATH REQUEST FOR THE ALLOCATION OF PUBLIC RAILWAY INFRASTRUCTURE CAPACITY AND/OR USE OF TRAIN PATH

Viešosios geležinkelių infrastruktūros valdytojui
Paraiška skirti viešosios geležinkelių infrastruktūros pajėgumus

Pareiškėjas Geležinkelio įmonė (Vežėjas)

Paraiškos Tipas Paskutinės minutės
Paraiškos Nr.

Pareiškėjo pavadinimas:
Juridinio asmens kodas:
Pareiškėjo vadovo arba jo įgalioto asmens vardas ir pavardė:
Telefono numeris:

Traukinio maršrutas					Planuojamas traukinio važiavimo periodas											Traukinio techninės charakteristikos						
Pradinė geležinkelio stotis	Galinė geležinkelio stotis	Geležinkelių transporto paslaugos, kurioms prašoma pajėgumų	Sustojimai ir tarpinės geležinkelio stotys, jų pageidaujama trukmė (min.)	Sustojimo tikslas	Traukinio važiavimo pradžios data	Traukinio važiavimo pabaigos data	Pr	An	Tr	Ke	Pn	Št	Sk	Papildomos važiavimo dienos	Nevažiavimo dienos	Pageidaujamas išvykimo laikas	Traukinio tipas	Vėžės plotis	Traukinio ilgis	Traukinio masė	Traukos riedmenys	Traukos riedmenų kiekis traukos režime	Pastabos

11. FORM FOR DATA ON THE READINESS TO USE THE REQUESTED CAPACITY ON THE CONGESTED PART OF THE PUBLIC RAILWAY INFRASTRUCTURE

Lentelė Nr. 1

Viešosios geležinkelių infrastruktūros valdytojui

Pareiškėjo pavadinimas: .....

Duomenys apie pasirengimą panaudoti konfliktuojančius pajėgumus perpildytoje viešosios geležinkelių infrastruktūros dalyje

Juridinio asmens kodas: .....

Pareiškėjo vadovo arba jo įgalioto asmens vardas ir pavardė: .....

Duomenų pateikimo data: .....

Telefono numeris, el. paštas: .....

Pateikdamas šiuos duomenis Pareiškėjas užtikrina teikiamų duomenų tikslumą, o Valdytojas įsipareigoja gautą informaciją saugoti vadovaujantis Asmens duomenų teisinės apsaugos įstatymu ir (ar) konfidencialumo įsipareigojimais.

I dalis

Eil. Nr.	Duomenys apie traukos riedmenis						
1	2	1	2	3	4	5	6
1.	Traukos riedmenys, iš jų:	Traukos riedmens(-ų) serija	Bendras kiekis vnt. pagal traukos riedmens seriją	Kiekvieno traukos riedmens numeris, pagal traukos riedmens seriją	Kiekvieno traukos riedmens identifikacinis numeris	Kilometrų skaičių, kiek konkretus traukos riedmuo gali nuvažiuoti be techninio aptarnavimo pagal to riedmens gamintojo pateiktas rekomendacijas	Maršrutus, nurodytus kaip konfliktuojančius, kuriuose planuojama naudoti nurodytus traukos riedmenis (įrašyti lentelės Nr. 1 II dalyje 3 stulpelyje nurodytą (-us) *"Eilutės Nr. paraiškoje"*)
1.1.	Lokomotyvai:						

II dalis

Eil. Nr.	Duomenys apie visus viešosios geležinkelių infrastruktūros pajėgumus, dėl kurių viešosios geležinkelių infrastruktūros dalis paskelbta perpildyta (konfliktuojantys pajėgumai)*						
1	2	3	4	5	6	7	8
	Perpildytos dalys viešojoje geležinkelių infrastruktūroje, kuriose prašoma pajėgumų	Eil. Nr. paraiškoje	Prašomi pajėgumai (maršrutas)	Prašomų pajėgumų atitinkamu maršrutu išvykimo laikas (val)	Prašomų pajėgumų atitinkamu maršrutu skaičius per parą	Prašomų pajėgumų atitinkamu maršrutu važiavimo dienų skaičius per savaitę	Prašomam pajėgumui nurodytas traukinio svoris (masė, tonomis, bruto bruto)

* Duomenis pildo Valdytojas

Lentelė Nr. 2

Viešosios geležinkelių infrastruktūros valdytojui

Duomenys apie pasirengimą panaudoti konfliktuojančius pajėgumus perpildytoje viešosios geležinkelių infrastruktūros dalyje

Pateikdamas šiuos duomenis Pareiškėjas užtikrina teikiamų duomenų tikslumą o Valdytojas įsipareigoja gautą informaciją saugoti vadovaujantis Asmens duomenų teisinės apsaugos įstatymu ir (ar) konfidencialumo įsipareigojimais.

I dalis

Eil. Nr.	Duomenys apie darbuotojus					
1	2	3	4	5	6	7
1.	Darbuotojai, iš jų:	Traukinio mašinisto pažymėjimas		Traukinio mašinisto sertifikatas		Maršrutus, nurodytus kaip konfliktuojančius, kuriuose traukinio mašinistui suteikta teisė valdyti traukinio mašinisto sertifikate nurodytus riedmenis (įrašyti 1 priede II dalyje 3 stulpelyje nurodytą (-us) *"Eilutės Nr. paraiškoje"*)
		Numeris	Galioja iki (nurodyti datą)	Numeris	Galioja iki (nurodyti datą)	
1.1	Traukinio mašinistai:					

II dalis

Eil. Nr.	Duomenys apie darbuotojus		
1	2	3	4
1.	Darbuotojai, iš jų:	Fizinių asmenų, kurių darbas tiesiogiai susijęs su geležinkelių transporto eismu Pažymėjimo Nr.	Pažymėjimas galioja iki (nurodyti datą)
1.1	Fiziniai asmenys, kurių darbas tiesiogiai susijęs su geležinkelių transporto eismu:		

Lentelė Nr. 3

Viešosios geležinkelių infrastruktūros valdytojui

Duomenys apie pasirengimą panaudoti konfliktuojančius pajėgumus perpildytoje viešosios geležinkelių infrastruktūros dalyje

Pateikdamas šiuos duomenis Pareiškėjas užtikrina teikiamų duomenų tikslumą o Valdytojas įsipareigoja gautą informaciją saugoti vadovaujantis Asmens duomenų teisinės apsaugos įstatymu ir (ar) konfidencialumo įsipareigojimais.

Eil. Nr.	Duomenys apie geležinkelio įmonės (vežėjo) turimus sutartinius įsipareigojimus dėl krovinių vežimo geležinkelių transportu paslaugų				
1	2	3	4	5	6
1.	Sutarties šalys (sutarties ar kito dokumento ištrauką, patvirtinančią, kad viena iš sutarties ar kito dokumento šalių yra pareiškėjas)	Sutarties rekvizitai			Sutarties dalykas / objektas – dėl ko susitaria šalys (turi būti pateikiama sutarties ar kito dokumento ištrauka iš kurios aiškiai yra nurodyti prisiimami įsipareigojimai (paraiškose nurodytu maršrutu ir laikotarpiu)
		Data	Numeris	Sutarties galiojimas	

12. FORM FOR DATA PRIORITY RULES FOR APPLICATION IN THE CONGESTED PART OF THE PUBLIC RAILWAY INFRASTRUCTURE (PARAGRAPH 1.5 OF THE ORDER ON PRIORITY RULES)

Viešosios geležinkelių infrastruktūros valdytojui

Duomenys prioriteto taisyklės taikymui perpildytoje viešosios geležinkelių infrastruktūros dalyje

Duomenų pateikimo data: .....

Pareiškėjo pavadinimas: .....

Juridinio asmens kodas: .....

Pareiškėjo vadovo arba jo įgalioto asmens vardas ir pavardė: .....

Telefono numeris, el. paštas: .....

Pateikdamas šiuos duomenis Pareiškėjas užtikrina teikiamų duomenų tikslumą o Valdytojas įsipareigoja gautą informaciją saugoti vadovaujantis Asmens duomenų teisinės apsaugos įstatymu ir (ar) konfidencialumo įsipareigojimais.

Eil. Nr.	Duomenys prioriteto taisyklės taikymui perpildytoje viešosios geležinkelių infrastruktūros dalyje						
1	2	3	4	5	6	7	8
	Perpildytos dalys viešojoje geležinkelių infrastruktūroje, kuriose prašoma pajėgumų	Prašomi pajėgumai (maršrutas)	Prašomų pajėgumų atitinkamu maršrutu išvykimo laikas (val)	Prašomų pajėgumų atitinkamu maršrutu skaičius per parą	Prašomų pajėgumų atitinkamu maršrutu važiavimo dienų skaičius per savaitę	Prašomam pajėgumui nurodytas traukinio svoris (masė, tonomis, bruto bruto)	Įrašyti ar prašomame pajėgume bus naudojame elektrinė trauka (TAIP/NE)
1							
2							

Note: The applicant only fills in the information requested in column 8 of this table.

13. FORM FOR DATA PRIORITY RULES FOR APPLICATION IN THE CONGESTED PART OF THE PUBLIC RAILWAY INFRASTRUCTURE (PARAGRAPH 2.7 OF THE ORDER ON PRIORITY RULES)

Viešosios geležinkelių infrastruktūros valdytojui

Duomenys prioriteto taisyklės taikymui perpildytoje viešosios geležinkelių infrastruktūros dalyje

Duomenų pateikimo data: .....

Pareiškėjo pavadinimas: .....

Juridinio asmens kodas: .....

Pareiškėjo vadovo arba jo įgalioto asmens vardas ir pavardė: .....

Telefono numeris, el. paštas: .....

Pateikdamas šiuos duomenis Pareiškėjas užtikrina teikiamų duomenų tikslumą o Valdytojas įsipareigoja gautą informaciją saugoti vadovaujantis Asmens duomenų teisinės apsaugos įstatymu ir (ar) konfidencialumo įsipareigojimais.

Eil. Nr.	Duomenys prioriteto taisyklės taikymui perpildytoje viešosios geležinkelių infrastruktūros dalyje								
1	2	3	4	5	6	7	8	9	10
	Perpildytos dalys viešojoje geležinkelių infrastruktūroje, kuriose prašoma pajėgumų	Prašomi pajėgumai (maršrutas)	Prašomų pajėgumų atitinkamu maršrutu išvykimo laikas (val)	Prašomų pajėgumų atitinkamu maršrutu skaičius per parą	Prašomų pajėgumų atitinkamu maršrutu važiavimo dienų skaičius per savaitę	Prašomam pajėgumui nurodytas traukinio svoris (masė, tonomis, bruto bruto)	Prašomam pajėgumui nurodytas traukinio svoris (masė, tonomis, neto)	Įrašyti ar prašomame pajėgume bus naudojame elektrinė trauka (TAIP/NE)	Planuojamo vežti krovinio rūšis*
1									
2									

* the types of cargo that are planned to be transported using the requested capacities of the public railway infrastructure according to the market segments of freight transportation by rail, the list of these segments is provided in Annex 21 of the Network Statement “List of Market Segments of Transportation by Railway Transport, Applicable to the 2024-2025 TTT”.

Note: The applicant only fills in the information requested in column 8-10 of this table.

14. DATA REQUIRED TO ASSESS AND DETERMINE WHETHER RAILWAY UNDERTAKINGS (CARRIERS) OPERATING IN THE RELEVANT SEGMENTS OF THE RAIL TRANSPORT MARKET CAN PAY SURCHARGES[5]

Period	Customer of the Railway Undertaking (Carrier)	Multimodal transportation/ Non-multimodal transportation (completed by providing passenger and baggage transportation services)	Direction	Combined nomenclature code (based on 6 digits) (not filled in when providing passenger and baggage transportation services)	quantity, tkm gross	Quantity, tkm net (not filled in when providing passenger and baggage transportation services)
Specify: [month-year]	*Specify: [customer [name]*	*Specify: [Multimodal or non-multimodal]*	*Specify: [Local; EU; Non-EU; transit]*	*Specify: [CN code]*	*Specify: [Volumes, tkm net]*	*Specify: [Volumes, tkm gross gross]*

[5] The form is prepared in accordance with Annex 3 of the methodology for the identification of segments of the rail transport market and the assessment and determination of the ability of railway undertakings (carriers) operating in these segments to pay mark-ups (Annex 19 of the Network Statement).

15. FORM OF THE AGREEMENT FOR THE USE OF PUBLIC RAILWAY INFRASTRUCTURE

[●] [●] 202[●] No. [●]
Vilnius

AB LTG Infra, legal entity code – 305202934, whose registered office is at Geležinkelio str. 2, LT-02100 Vilnius, represented by [position] [name, surname], acting in accordance with [the basis of representation is indicated] (hereinafter – the **Manager**),

and

[company name], legal entity code – [●], whose registered office is at [●], railway company (carrier) license No. [●] (issued by [the date of issue and the issuing institution are indicated]), safety certificate part A No. [●] (issued by [the date of issue and the issuing institution are indicated]) and part B of the safety certificate No. [●] (issued by [the date of issue and the issuing institution are indicated]), International Union of Railways (UIC) Code (RICS) [●], represented by [position] [name, surname], acting in accordance with [the basis of representation is indicated] (hereinafter – [the **Carrier/Repair Company]**),

Whereas:

(a) The Manager is appointed in accordance with Part 1 of Article 23 of the Railway Transport Code of the Republic of Lithuania to perform the functions of the manager of the public railway infrastructure and is an important company for ensuring national security, and the public railway infrastructure is an infrastructure of strategic importance for ensuring national security;

[(b) The [Carrier/Repair Company] seeks to use the public railway infrastructure and understands that the compliance of the Carrier and/or the Agreement for the Use of Public Railway Infrastructure concluded with the Carrier with the interests of national security can be assessed in accordance with the procedure established by the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania];

(c) The [Carrier/Repair Company] submitted or seeks to submit an application to the Manager for the allocation of public railway infrastructure capacity and/or an Ad-Hoc Path Request;

The Manager and the [Carrier/Repair Company], hereinafter collectively referred to as the **"Parties"**, and each individually as the **"Party"**, have entered into this Agreement for the Use of Public Railway Infrastructure (hereinafter – the **Agreement**).

1. TERMS AND ABBREVIATIONS

1.1. The following terms and abbreviations are used in the Agreement for convenience:

1.1.1. **Declaration** – declaration, signed by the head of the [Carrier/Repair Company] or the person authorized by the head in accordance with the standard form established by the Manager and specified in the Public Railway Infrastructure Network Statement (hereinafter – the **Network Regulations**) and submitted to the Manager in the cases and procedure specified in the Network Regulations, including consent to the Manager's right to conduct an appropriate documentary check in order to verify the correctness and authenticity of the submitted declaration. In the event of an individually determined need, it may be requested to submit an additional free-form declaration that other obligations arising from the performance of duties provided for in the Law on International Sanctions of the Republic of Lithuania and its implementing legal acts, provided for in the legal acts of the Republic of Lithuania after the verification of the compliance of the Agreement and/or the [Carrier/Repair Company] with national security interests

1.1.2. **RTC –** Railway Transport Code of the Republic of Lithuania;

1.1.3. **Infrastructure** – public railway infrastructure;

1.1.4. **Local Legal Acts** – normative legal acts adopted by the Manager, published on the Manager's website (address – https://ltginfra.lt/normine-technine-dokumentacija);

1.1.5. **LTSA** – Lithuanian Transport Safety Administration;

1.1.6. **Capacity** – capacity of public railway infrastructure;

1.1.7. **Sanctions** – as defined in the Manager's Sanctions Implementation and Control Policy published on the Manager's website (address – https://doc.ltginfra.lt/lt/apie_mus/valdymas/LTG_Infra_sankciju_politika.pdf);

1.1.8. **[SMGS** – Agreement on International Goods Transport by Rail];

1.1.9. **Station Book** – a document that determines the procedure for the use of the technical equipment of the railway station, the safe and uninterrupted reception, departure and passage of trains through the railway station, as well as the establishment of safe shunting and working conditions;

1.1.10. **SMS** – railway traffic safety management system;

1.1.11. **Rules for Evaluation of Rolling Stock Data –** rules for evaluation of data recorded by safety devices of traction rolling stock and speedometer lanes, approved by the Manager and published on the Manager's website (address – https://ltginfra.lt/infrastruktura/ntd/);

1.1.12. **Services** – services constituting the minimum package of access to the Infrastructure and/or using the Infrastructure to provide transit services.

1.2. Other concepts used in the Agreement and/or in its annexes are understood and interpreted as they are defined in the laws of the Republic of Lithuania and other legal acts in force on the date of signing the Agreement, regulating railway transport activities.

2. OBJECT OF THE AGREEMENT

2.1. With this Agreement, the Manager provides the [Carrier/Repair Company] with the conditions to use the Infrastructure using the Capacities allocated to the [applicant who is not a railway company (carrier)/Carrier/Repair Company] and to provide the [Carrier/Repair Company] with the services constituting the minimum package of access to the Infrastructure in accordance with the applications to allocate Capacity and Ad-Hoc Path Requests or applications to allocate train lines, if any, during the period of validity of the 202[●]-202[●] service train schedule.

3. LICENSES, PERMITS, OTHER WARRANTIES

3.1. The **[Carrier/Repair Company] undertakes** to ensure that during the entire period of validity of the official train schedule for which the capacity is allocated to the Carrier:

3.1.1. [The Carrier will have a valid railway company (carrier) license];

3.1.2. The [Carrier/Repair Company] will have a valid Safety Certificate (Parts A and B) or General Safety Certificate;

3.1.3. The property interests of the [Carrier/Repair Company] will be covered by compulsory civil liability insurance, the conditions of which fully comply with the activities carried out in accordance with the Agreement and the requirements of RTC and other legal acts;

3.1.4. The rolling stock and/or self-propelled rolling stock (hereinafter – the **rolling stock**) legally managed and/or used by the [Carrier/Repair Company] are registered, valid permits have been issued for the rolling stock, allowing their use in the territory of the Republic of Lithuania, and the technical maintenance of these rolling stock is carried out in accordance with the procedure established by legal acts;

3.1.5. Train drivers of the [Carrier/Repair Company] have valid train drivers' licenses and train drivers' certificates issued in accordance with legal acts and/or documents granting the right to operate rolling stock recognized in accordance with the procedure established by legal acts, issued in third countries, and other employees whose work is directly or indirectly related to rail traffic – certificates of natural persons whose work is directly or indirectly related to rail traffic;

3.1.6. The [Carrier/Repair Company] will use controls and procedures to ensure compliance with Sanctions, including, but not limited to, that the [Carrier/Repair Company]: will ensure verification of its business

partners and transactions for potential Sanctions restrictions and the application of control measures for all parties involved in the transaction, will not engage in activities that would avoid the implementation of the Sanctions or create conditions for their circumvention, obtain all licenses, permits and/or any other consents and provide all notifications, if and when required under the legal acts governing the Sanctions, cooperate with the Manager in order to implement Sanctions and ensure verification and control of their implementation. The [Carrier/Repair Company] undertakes to provide the Manager with information related to violations of the implementation of Sanctions without delay or no later than within the terms set in the Network Regulations, as far as this is not prohibited by the relevant legal acts.

3.1.7. The [Carrier/Repair Company] will comply with the approvals specified in the Declaration throughout the validity period of the Agreement and ensure that the information provided in the Declaration is current, and in case of changes, immediately, but no later than within 2 (two) working days from the occurrence of changes, inform the Manager about the provided information changes that will become known to them.

3.1.8. [The Carrier is included in SMGS Annex 5 and has concluded valid agreements necessary for the organization and execution of freight transport by rail on international routes, if the activity of freight transport by rail on international routes is carried out on the railway network with a gauge of 1,520 mm width].

4. LOCAL LEGAL ACTS AND REGULATIONS

4.1. When using the capacity, the **[Carrier/Repair Company] undertakes** to comply with the requirements of the Local Legal Acts governing the use of the Infrastructure. The [Carrier/Repair Company] confirms that it is familiar with the Local Legal Acts and agrees to their application in relation to the [Carrier/Repair Company], insofar as this does not conflict with the directly applicable legal acts of the European Union and the legal acts of the Republic of Lithuania. The [Carrier/Repair Company] confirms that it understands and agrees that Local Legal Acts can be unilaterally changed by the Manager without the consent of the [Carrier/Repair Company], except for the cases provided for in Clause 4.2 of the Agreement. The **Manager** undertakes to inform the [Carrier/Repair Company] in writing about the amendment of the Local Legal Acts no later than 5 (five) working days before the date of entry into force of the amendments, but no later than is reasonably necessary to implement the requirements of the amended Local Legal Acts that come into force.

4.2. In the event that a Local Legal Act is intended to be adopted, or an amendment to the Local Legal Act regulating the use of the Infrastructure is intended to be adopted, determines the distribution of responsibilities and/or functions between the [Carrier/Repair Company] and the Manager and/or is related to it, the **Manager undertakes** to consult with the [Carrier/Repair Company] in accordance with the Rules of Consultation with Railway Companies (Carriers), Applicants and Other Persons, approved by the Manager and published on the Manager's website (address – https://ltginfra.lt/infrastruktura/viesosios-konsultacijos/). The Manager undertakes to inform the Carrier about the approved Local Legal Acts and/or its amendment no later than within 5 (five) working days from the date of amendment or approval of the Local Legal Acts.

4.3. The **Manager undertakes** to publish Local Legal Acts, their drafts and their amendments on the Manager's website (address – https://ltginfra.lt/infrastruktura/ntd).

4.4. The **[Carrier/Repair Company] undertakes**, using the allocated Capacities, to comply with Station Books and temporary traffic organization instructions, which are provided to the Carrier by e-mail specified in Clause 17.2 of the Agreement. The [Carrier/Repair Company] confirms receipt of Station Books and temporary traffic organization instructions to the Manager by e-mail specified in Clause 17.2 of the Agreement.

4.5. The **[Carrier/Repair Company] undertakes** to timely comply with the instructions of all competent state authorities related to the use of the Infrastructure and the safety of railway traffic, and immediately, but no later than within 2 (two) working days inform the Manager about such instructions, decisions, resolutions, conclusions that may affect the [Carrier's/Repair Company's] rights to use the Infrastructure and/or the execution of this Agreement.

4.6. The **[Carrier/Repair Company] undertakes** to comply with the instructions and requirements provided by the Manager's train traffic coordinators, railway station guards, other employees authorized by the Manager, in accordance with their competence, necessary to ensure the proper use of the Infrastructure and the safety of railway transport traffic and to fulfill the conditions for concluding the Agreement.

4.7. The **[Carrier/Repair Company] undertakes** not to prevent the Manager from implementing the powers and rights granted by the directly applicable legal acts of the European Union, the laws of the Republic of Lithuania and/or other legal acts and the Agreement.

5. RAILWAY TRANSPORT TRAFFIC SAFETY MANAGEMENT SYSTEM

5.1. The **[Carrier/Repair Company] undertakes** to have an SMS prepared in accordance with the legal acts of the Republic of Lithuania.

5.2. When preparing, implementing and/or improving its own SMS, the **[Carrier/Repair Company] undertakes** to cooperate with the Manager on measures that must be sufficient for compatibility with the measures provided for by the Manager's SMS:

5.2.1. Measures applied to the exchange and cooperation of information related to railway traffic safety (operational information, including information on permanent and/or temporary restrictions on train traffic, rolling stock, infrastructure failures, information [related to transported cargo, including the transportation of dangerous and oversized cargo], ensuring the interoperability of information systems and the adoption of changes or new Local Legal Acts);

5.2.2. Measures used in emergency reporting and emergency management (emergency reporting schemes, liquidation and investigation procedures for the consequences of emergencies occurring in the Infrastructure, joint test organization of emergency management plans);

5.2.3. Measures applied in the execution and implementation of directly applicable legal acts of the European Union, laws of the Republic of Lithuania and/or other legal acts, Local Legal Acts (ensuring the technical compatibility of railway rolling stock and Infrastructure, technical maintenance of rolling stock, their inspections before operation on railways managed by the Manager, [train set preparation/train release], formation and operation, etc.);

5.2.4. Measures applied in the management of risks that may arise during the implementation of the measures for which cooperation is carried out (identification of risks, determination of control measures for risk management, selection of responsible persons);

5.2.5. Procedures for practical training of persons wishing to obtain train driver certificates, ensuring the most suitable practical training volume from the point of view of railway traffic safety.

5.3. In order to ensure the safe use of the railway system and the control of risks to the safety of railway transport, the **Parties undertake** to exchange information related to the implementation of their SMS, to coordinate essential changes to the SMS, and, if necessary, to organize meetings and/or consultations to discuss problematic issues of the SMS.

6. EMPLOYEES OF THE [CARRIER/REPAIR COMPANY]

6.1. The **Parties undertake** to ensure that their employees (or hired third parties or their employees), whose work is directly or indirectly related to rail traffic, meet the requirements of directly applicable legal acts of the European Union, laws of the Republic of Lithuania and other legal acts regulating rail transport activities, especially related to rail traffic safety, including having the qualifications, health status and language skills required for this job.

6.2. The **[Carrier/Repair Company] undertakes** to introduce the Station Book to the employees of the Carrier/Repair Company who have to use it at work and other natural persons used for the Carrier's activities and to ensure, that the employees of the Carrier/Repair Company are informed in accordance with the requirements of the legal acts about the requirements of the legal acts necessary for the implementation of the Agreement and/or their amendments and to ensure that the employees comply with them when performing their functions.

6.3. The **[Carrier/Repair Company] undertakes** responsibility for its employees, to whom it provides access to the [Carrier/Repair Company] account on the Manager's electronic service portal InfraGo, that these employees are authorized to act on behalf of the company when ordering Services through the Manager's electronic service portal InfraGo.

7. ENSURING TECHNICAL MAINTENANCE OF ROLLING STOCK

7.1. The **[Carrier/Repair Company] undertakes** to use only technically sound rolling stock, the technical condition of which must meet the technical and operational requirements of the directly applicable legal acts of the European Union, laws and other legal acts of the Republic of Lithuania and the Manager, including, but not limited to, the requirement that the relevant rolling stock alarms and security devices, communication and other devices must be aligned with the parameters of the Infrastructure.

7.2. The **[Carrier / Repair Company] undertakes to:**

7.2.1. Use only those rolling stock included in Annex 2 of the Agreement "List of Available Traction and Self-propelled Rolling Stock" in the Infrastructure;

7.2.2. The [Carrier's/Repair companies'] special self-propelled rolling stock included in Annex 2 to the Agreement have been issued rolling stock inspection certificates by the Manager's Quality and Safety Department and these certificates are valid. The sample form of the inspection report is specified in the Rules for the Organization and Performance of Inspections of the Technical Condition of Traction Rolling Stock, approved by Order No. ĮS(LGI)-348 of the CEO of AB LTG Infra dated 11 October 2021, which are published on the Manager's website (address – https://ltginfra.lt/infrastruktura/ntd/), Annex 1.

7.2.3. To ensure the technical maintenance of railway rolling stock and the operation of the devices installed in them as stipulated in legal acts.

7.2.4. Not later than 10 (ten) working days before the use of traction rolling stock in the Infrastructure to inform the Manager in writing about the intention to start using traction rolling stock other than those indicated to the Manager before signing the Agreement, including the renewal or improvement of already used traction rolling stock and to provide a list of these rolling stock.

7.3. The **Parties undertake** to cooperate in order to ensure that the [Carrier/Repair Company] uses technically sound traction rolling stock in the the Infrastructure.

8. TRAIN TRAFFIC, PROVISION OF RELATED INFORMATION AND REPORTS

8.1. The **[Carrier/Repair Company] undertakes**, if the starting railway station of departure of the [Carrier's/Repair Company's] train is in the territory of the Republic of Lithuania, no later than 3 (three) hours before departure from the starting railway station, fill out the transport preparation plan form on the Manager's electronic service portal InfraGo and submit it to the Manager. In the absence of technical possibilities to fill out the transport readiness plan form on the electronic service portal InfraGo, the [Carrier/Repair Company] must submit a sample transport readiness plan (Annex 4 to the Agreement) by e-mail specified in Clause 17.3 of the Agreement. If necessary, after coordinating with the Manager, the [Carrier/Repair Company] may submit a plan in a different form than that specified in Annex 4 to the Agreement to the Manager by e-mail specified in Clause 17 of the Agreement.

8.2. The **[Carrier/Repair Company] undertakes**, at least one hour before the departure of the train from the original railway station of the Republic of Lithuania, to submit the train sheet to the watchman of this railway station by e-mail or other means of data transmission. When a train departs from the territory of another country to the Republic of Lithuania, the train ticket must be submitted at least one hour before the arrival of the train to the Republic of Lithuania to the guard of the first railway station located across the state border of the Republic of Lithuania by e-mail or by other means of data transmission. The train sheet must be properly filled out in accordance with the methodology for issuing a train sheet (70/E), approved by the Manager and published on the Manager's website (address – https://ltginfra.lt/infrastruktura/ntd/). The **[Carrier/Repair Company] undertakes** to provide additional information on the transported cargo on the Train Sheet, indicating the codes of the combined nomenclature. The contact details of the railway stations, where the Train Sheet is provided, are provided by the Manager to the [Carrier/Repair Company] after concluding the Agreement by e-mail.

8.3. [The Carrier must ensure that all the wagons that make up the set that the Carrier brings to the final railway station, no later than 24 hours after their arrival, are:

8.3.1. Transferred to a company that shunts, or;

8.3.2. Start to be stored in railway service facilities. If the Carrier decides to store its rolling stock in railway service facilities managed by the Manager, the Carrier's rolling stock is stored in accordance with the Agreement

for services provided at railway service facilities concluded between the Carrier and the Manager (the Carrier, having concluded the Agreement for the provision of services at railway service facilities, submits a service order form in accordance with the procedure established by the Description of Railway Service Facilities, approved by the Manager) or;

8.3.3. Removed from public railway infrastructure or railway service facilities managed by the Manager by other means].

[8.3. If the train goes to the final railway station in order to store the entire set or part of it on the tracks of the railway station for more than 24 (twenty-four) hours, the Repair Company, which has a valid Agreement for the Provision of Services in Railway Service Facilities, in accordance with the procedure established by the Description of Railway Service Facilities, approved by the Manager.]

8.4. If the [Carrier/Repair Company] does not vacate the Infrastructure within 24 (twenty-four) hours after the use of the Capacities allocated to it and/or does not conclude a Agreement for the Provision of Services in Railway Service Facilities in the manner provided for in Clause 8.3 of the Agreement, the Manager, having informed the [Carrier/Repair Company] about the additional period of 24 (twenty-four) hours granted to the [Carrier/Repair Company], has the right to transport the rolling stock of the [Carrier/Repair Company] to a free railway track managed by the Manager, where the presence of the [Carrier's/Repair Company's] rolling stock will not prevent the Manager from carrying out activities. The **[Carrier/Repair Company] undertakes** to reimburse the Manager's expenses incurred due to the transportation of rolling stock specified in this clause.

8.5. The Manager carries out the preparation and correction of the data of electronic maps for rolling stock safety systems necessary for the control of the trains of the [Carrier/Repair Company] in the Infrastructure and ensures the correctness of the prepared or corrected data. If the rolling stock safety system used by the [Carrier/Repair Company] is not adapted to the software available to the Manager, the [Carrier/Repair Company] shall provide the Manager with the software (tools) required for creating these maps.

8.6. The **[Carrier/Repair Company] undertakes** to ensure that the train drivers in each of its trains are provided with opportunities to transmit and/or receive the Manager's information via GSM-R communication.

8.7. The **[Carrier/Repair Company] undertakes** to provide the Manager with information on the indicators of the use of the allocated Capacities for the previous month in a form (electronic format) agreed with the Manager (electronic format) or by other means of data exchange no later than within 2 (two) working days after the end of the reporting month.

8.8. The **Manager undertakes** to submit a report to the [Carrier/Repair Company] on the actual utilization of the Capacities allocated to the [Carrier/Repair Company] for the previous month no later than within 5 (five) working days after the end of the reporting month.

8.9. The **Manager undertakes** to provide the [Carrier/Repair Company] with monthly summary reports on canceled and delayed trains in accordance with the procedure established by the railway network performance improvement system developed by the Manager, and at the request of the [Carrier/Repair Company] and with the Manager's agreement, reports covering a shorter period.

8.10. The **Parties undertake** to cooperate with the Manager in the use of automatic control measures for the technical condition of rolling stock of a moving train, in the event of vehicle breakdowns being detected during the operation of the [Carrier's/Repair Company's] trains or the fact that due to a violation of the requirements of legal acts regulating the [freight transport/passenger transport] by rail transport and/or railway transport traffic, violation of requirements, or in other cases where there is a threat to the safety of railway traffic, but in all cases provided for in this Clause of the Agreement, train traffic is not disrupted:

8.10.1. The Manager makes a decision on the further management of train traffic, and the [Carrier/Repair Company] – on the management of the train in accordance with the procedure established by legal acts;

8.10.2. The Manager immediately informs by phone or e-mail the [Carrier's/Repair Company's] authorized person specified in Clause 17.6 of the Agreement by phone number specified in Clause 17.6 of the Agreement, who must arrive at the location specified by the Manager within a period of no longer than 6 (six) hours specified by the Manager and must immediately take measures to eliminate identified discrepancies;

8.10.3. If the [Carrier's/Repair Company's] authorized person does not arrive at the place specified by the Manager at the time specified by the Manager or fails to contact the [Carrier's/Repair Company's] authorized person, or if the [Carrier's/Repair Company's] authorized person does not immediately take measures to eliminate discrepancies, the Manager shall inform the LTSA in accordance with the procedure established by legal acts and, if necessary, withdraws [Carrier's/Repair Company's] rolling stock from the Infrastructure in

accordance with the procedure specified in Clause 10.7 of the Agreement, demanding that other railway companies (carriers) provide it with the resources (personnel, financial funds and/or facilities) necessary to restore normal rail traffic as soon as possible. The **[Carrier/Repair Company] undertakes** to reimburse the Manager's expenses incurred due to the withdrawing of rolling stock specified in this Clause.

8.11. The notification procedure specified in Clause 8.10.2 of the Agreement also applies in cases where the actions or inaction of the [Carrier's/Repair Company's] train drivers or other employees whose work is directly or indirectly related to railway traffic allows the Manager to assume that the health status of these persons does not meet the legal requirements.

8.12. If, in the cases specified in Clauses 8.10 and 8.11 of the Agreement, when the Manager's assumption regarding the identified discrepancies is confirmed, trains of other railway companies (carriers) have to be canceled or these trains are delayed, the requirements of the railway network performance improvement system prepared by the Manager are applied.

8.13. In the event of disruption of railway traffic in the cases provided for in Part 1 of Article 29[8] of the RTC, the Manager takes all necessary measures to restore the normal situation, if necessary, the Manager demands that railway companies (carriers) and companies that go to the construction, repair and/or maintenance of railway infrastructure objects to and from the place of performance of the works, which would provide the Manager with the resources (personnel, financial funds and/or facilities) necessary to restore normal railway traffic as soon as possible. In the case of the request of the Manager provided for in this clause of the Agreement, when this request was given by the Manager:

8.13.1. Due to the fault of the [Carrier/Repair Company], and the Manager, on the basis of Part 3 of Article 29[8] of the RTC, reimbursed the costs incurred by the railway company (carrier) or companies traveling to and from the place of construction, repair and/or maintenance of railway infrastructure objects, incurred by providing Resources (personnel, financial funds and/or equipment) for the Manager, the [Carrier/Repair Company] undertakes to reimburse these costs of the Manager within 2 months from the date of receipt of the Manager's invoice;

8.13.2. Due to the fault of the Manager or third parties and the Manager has demanded resources (personnel, financial funds and/or equipment) from the [Carrier/Repair Company], the Manager undertakes to compensate the [Carrier/Repair Company] for the costs incurred in providing such resources within 2 months from the date of receipt of the invoice from the [Carrier/Repair Company].

8.14. If, in the cases specified in Clause 8.13 of the Agreement, in order to restore the normal situation, the [Carrier/Repair Company] needs access to the technical support facilities managed by the Manager, such access is granted to the [Carrier/Repair Company] only in cases where the [Carrier/Repair Company] has entered into a binding Agreement with the Manager for this access based on Part 1 of Article 30[2] of the RTC.

9. LIMITATIONS ON THE RIGHT TO USE THE INFRASTRUCTURE

9.1. The **Manager undertakes** to ensure that the quality of the Infrastructure meets the requirements set out in the directly applicable legal acts of the European Union and the legal acts of the Republic of Lithuania and is suitable for the activities of the [Carrier/Repair Company].

9.2. In order to properly implement this obligation, the Manager has the right to perform infrastructure repair works.

9.3. Regarding infrastructure maintenance, renovation, development and other works, the performance of which will result in the cancellation of [Carrier's/Repair Company's] trains or changes in their running route and time, the **Manager undertakes** to inform the [Carrier/Repair Company] in accordance with the procedure established in the Rules for Granting Breaks in Railway Traffic, approved by the Manager and published on the Manager's website (address – https://ltginfra.lt/normine-technine-dokumentacija).

9.4. In order to reduce the negative impact caused by infrastructure maintenance work on the [Carrier/Repair Company], the **Manager undertakes** to take objectively possible measures to offer the [Carrier/Repair Company] another train departure time in accordance with the procedure established by the Network Regulations. If it is not possible to provide another train departure time, the procedure established by the railway network performance improvement system prepared by the Manager shall be applied.

9.5. When the train of the [Carrier/Repair Company] cannot run according to the order established in the official train schedule, the Manager determines the priority of passing trains in accordance with Clause 18.9 of the Regulations for the Technical Use of Railways approved by the Minister of Transport and Communications of the Republic of Lithuania.

9.6. In the event of a railway transport disaster (hereinafter – a disaster), a railway transport traffic incident (hereinafter – a traffic accident), a railway transport incident (hereinafter – an incident) and when it is absolutely necessary in the event of a technical failure, restrictions on the use of capacity allocated to the [Carrier/Repair Company] apply as provided in the Network Regulations.

10. LIQUIDATION OF DISASTERS, TRAFFIC ACCIDENTS, INCIDENTS, TECHNICAL FAILURES AND THEIR CONSEQUENCES

10.1. In the event of a disaster, traffic accident or incident, the **[Carrier/Repair Company]**, upon receiving the Manager's request, shall immediately, but no later than within 3 (three) working days from the receipt of the request, **undertake** to provide all data, including personal data, required to fill in the act of disaster, traffic accident or incident in accordance with the requirements of the laws of the Republic of Lithuania and other legal acts regulating the operation of railway transport.

10.2. The consequences of disasters, traffic accidents or incidents are liquidated in accordance with the Emergency Management Plan approved by the Manager.

10.3. The employees of the [Carrier/Repair Company] in connection with a disaster, traffic accident or incident shall immediately inform the Manager's responsible employees in accordance with the Emergency Reporting Scheme approved by the Manager. Other employees of the [Carrier/Repair Company], who have witnessed a disaster, traffic accident or incident, immediately inform the emergency services about it on the general telephone number.

10.4. When a train is forced to stop at an intermediate station or a railway station, the [Carrier's/Repair Company's] rolling stock train driver informs the Manager's responsible employees and other train drivers participating in train traffic at that time and acts in accordance with the Railway Traffic Rules approved by Order No. 452 of the Minister of Transport and Communications of the Republic of Lithuania dated 30 December 1999 "On the Approval of Railway Traffic Rules", as well as the requirements of the Regulation of Verbal Orders, Instructions and Other Notifications of Railway Traffic Management approved by the Manager.

10.5. The [Carrier/Repair Company], upon receiving notification of a disaster, traffic accident or incident related to it, appoints a representative who must immediately arrive at the scene of the disaster, traffic accident or incident, to work in the operational group organized, which will carry out liquidation of the consequences of these events (restorative works) in the Infrastructure. The [Carrier/Repair Company] no later than the next day after the disaster, traffic accident or incident or receiving a notification about them appoints responsible employees who will participate in the investigation of the disaster, traffic accident or incident and the collection of investigation materials. At the request of the Manager, the [Carrier/Repair Company] undertakes to immediately provide access to [Carrier's/Repair Company's] rolling stock, employee qualification certificates, other information and documents necessary for the proper investigation of a disaster, traffic accident or incident. The information specified in this clause is provided in accordance with the Description of the Procedure for the Classification, Notification and Provision of Information about Railway Disasters, Traffic Accidents or Incidents, approved by order of the Minister of Transport and Communications of the Republic of Lithuania.

10.6. The Manager has the right to use the rolling stock of the [Carrier/Repair Company], liquidating the consequences of a disaster, traffic accident or incident related to it. If the disaster, traffic accident or incident was not caused by the fault of the [Carrier/Repair Company], the Manager shall compensate the expenses incurred by the [Carrier/Repair Company] due to the use of its rolling stock.

10.7. The Manager has the right to withdraw the [Carrier's/Repair Company's] rolling stock from the Infrastructure if they prevent the restoration of train traffic. For this purpose, the Manager, having informed the [Carrier/Repair Company] about it, has the right to use the help of other railway companies (carriers) or third parties.

10.8. Expenses related to the liquidation of the consequences of a disaster, traffic accident or incident shall be reimbursed by the Party whose fault (or the employees and hired third parties of this Party) is determined in accordance with the procedure provided by the Law on Railway Traffic Safety of the Republic of Lithuania. If

the losses occurred due to the fault of other persons, the expenses related to the liquidation of the consequences of the disaster, traffic accident or incident shall be compensated in accordance with the procedure established by legal acts

10.9. In the event of technical breakdowns (i.e. in the event of technical breakdowns of the Infrastructure, rolling stock that occurred when they were used in the Infrastructure, the presence of natural persons who are prohibited from being in the dangerous protection zone of the Infrastructure roads and their devices, or objects on the Infrastructure road), the procedure described in this section of the Agreement shall apply, except for Clauses 10.2, 10.3 and 10.5 of the Agreement.

11. CALCULATION AND PAYMENT OF THE FEE FOR THE MINIMUM ACCESS PACKAGE

11.1. The **[Carrier/Repair Company] undertakes** to pay the Manager a fee for the minimum access package, a fee for using the public railway infrastructure for the provision of transit rail transport services and a fee for allocated but unused capacity (hereinafter – the **fee**), except for those cases when the Applicant, who is not a railway company (carrier), wishes to pay this fee in accordance with the agreement concluded with the Manager in accordance with the procedure established in Part 5 of Article 29 of the RTC on the allocation of Capacity.

11.2. The fee is calculated and paid in accordance with the rules for the calculation and payment of fees for the minimum package of access to public railway infrastructure, fees for the use of public railway infrastructure for the provision of transit rail transport services and fees for allocated but unused capacities of public railway infrastructure and other legal acts approved by the Government of the Republic of Lithuania, regulating the calculation and application of value added tax.

11.3. Fee rates are calculated and published according to the procedure established by RTC on the Manager's website in the section (address – https://ltginfra.lt/infrastruktura/mpp/tarifai/).

11.4. All costs related to the [Carrier's/Repair Company's] financial operations at the payer's bank are paid by the [Carrier/Repair Company].

11.5. Payments for the Services are made in the common currency of the European Union – Euro (EUR).

11.6. VAT invoices are issued by the 10th (tenth) calendar day of the month following the reporting month. VAT invoices are submitted to the [Carrier/Repair Company] at the e-mail address specified in Clause 17.6.

11.7. If data inconsistencies are noticed after issuing a VAT invoice, corrective VAT invoices are submitted.

11.8. The [Carrier/Repair Company] shall pay for the Services provided within 5 (five) working days from the date of receipt of the VAT invoice. The day of receipt is considered the day of sending the e-mail with the VAT invoice.

11.9. The Parties agree and consent that if the amount of VAT changes due to changes in the legal acts of the Republic of Lithuania during the validity of the Agreement, the price of the Service without VAT will not be changed, i.e. the [Carrier/Repair Company] will pay the Manager the price of the Services, which will be equal to the amount received after adding VAT to the payment specified in the Agreement without VAT, calculated according to the newly approved tax rate, unless the adopted legal acts of the Republic of Lithuania provide otherwise.

11.10. If the [Carrier/Repair Company] is in debt to the Manager for the Services provided, all contributions of the [Carrier/Repair Company] are allocated in the first order to the payment of accrued late interest, and in the second order to the payment of the incurred debt.

12. LIABILITY OF THE PARTIES

12.1. The **Manager** is responsible for injury to health or loss of life caused to the [Carrier's/Repair Company's] employees due to the Manager's fault, loss, destruction or damage of the [Carrier's/Repair Company's] property, [Carrier's/Repair Company's] property damage, if the damage was caused to the [Carrier/Repair Company] using the Infrastructure and the occurrence of the damage is associated with the Infrastructure failures or the Manager's failure to perform or improper performance of its obligations under the Agreement. The Manager compensates the damage proved by documents of the [Carrier/Repair Company], except in cases where:

12.1.1. The damage is not related to the use of the Infrastructure, the failure of the Infrastructure or the failure or improper performance of the Manager's obligations under the Agreement, and the Manager could not avoid this damage or prevent the damage from occurring;

12.1.2. The damage occurred due to the fault of a third party and/or due to the fault of third parties for which the Manager is not responsible, although the Manager took reasonable precautions to avoid damage or prevent the occurrence of damage, as well as other expenses incurred by the Manager, which the Manager undertook to reimburse in the cases provided for in the Agreement;

12.1.3. The damage was caused by the fault of the [Carrier/Repair Company];

12.1.4. The damage was caused by the implementation of Sanctions requirements and prohibitions.

12.2. The Manager shall indemnify the [Carrier/Repair Company] for reasonable and justified expenses directly related to the [Carrier's/Repair Company's] actions and measures taken to prevent a disaster, traffic accident or incident for which the Manager is to blame.

12.3. The **[Carrier/Repair Company] is responsible** for injury to health or loss of life caused to the Manager's employees, loss, destruction or damage to the Manager's property, property damage, if the damage was caused by the use of the Infrastructure, actions or inaction of the [Carrier/Repair Company], or the occurrence of damage is associated with breakdowns of rolling stock operated by the [Carrier/Repair Company] or non-fulfillment or improper performance of the obligations of the [Carrier/Repair Company] under the Agreement. The [Carrier/Repair Company] compensates the Manager for all documented damage, except for cases where:

12.3.1. The damage is not related to the [Carrier's/Repair Company's] roling stock breakdowns or failure or improper performance of the [Carrier's/Repair Company's] obligations under the Agreement and the [Carrier/Repair Company] could not avoid this damage or prevent damage from occurring;

12.3.2. The damage was caused by the fault of a third party or by the fault of third parties for which the [Carrier/Repair Company] is not responsible, although the [Carrier/Repair Company] took reasonable precautions to avoid damage;

12.3.3. The damage was caused by the Manager's fault.

12.4. The [Carrier/Repair Company] shall indemnify all reasonable and justified expenses of the Manager directly related to the actions and measures taken by the Manager in order to avoid a disaster, traffic accident or incident for which the [Carrier/Repair Company] is to blame, as well as other expenses incurred by the Manager, which the Carrier undertook to reimburse in the cases provided for in the Agreement.

12.5. If the damage to the Manager and the [Carrier/Repair Company] is caused due to the fault of both Parties, each of the Parties is liable for compensation for the damage caused by its actions, and if it is not possible to identify the liability of each of the Parties, then each Party bears its losses.

12.6. The Parties agree that indirect, incidental losses (including loss of income and damage to the brand) are not compensated, except in cases where such losses were caused by the intentional actions of the other Party.

12.7. For the violation of any monetary obligations (except the obligation to pay the part of the [Carrier/Repair Company] payment for the minimum access package – the train traffic fee) arising from the Agreement or related to it, the Parties shall pay late payment interest at the rate of 0.1 (one-tenth) per cent of the unpaid amounts, including VAT, for each delayed calendar day until the date of due fulfillment of the obligation. This provision does not apply in the event that the fee for the minimum access package is paid by the Applicant who is not a railway company (carrier) and to whom the capacities used by the Carrier are allocated under this Agreement.

12.8. The payment of late payment interest or fines does not release the Parties from fulfilling their obligations, except for the cases provided for in legal acts.

13. CIRCUMSTANCES OF FORCE MAJEURE

13.1. The Parties are released from liability for non-performance or improper performance of obligations under the Agreement due to force majeure. Circumstances of force majeure must be understood as they are defined in Article 6.212 of the Civil Code of the Republic of Lithuania and in the Rules of Exemption from Liability in Case of Force Majeure Circumstances approved by the resolution of the Government of the Republic of Lithuania.

13.2. When determining the circumstances of force majeure, the Parties follow the procedure for issuing certificates certifying the circumstances of force majeure approved by the resolution of the Government of the Republic of Lithuania or the normative legal acts that replace it.

13.3. The Party that is unable to perform the Agreement due to force majeure must inform the other Party immediately, but no later than within 10 (ten) calendar days from the beginning of the force majeure. Late notification or failure to provide information deprives the Party of the right to rely on circumstances of force majeure as a basis for exempting it from liability and compensation for damages.

13.4. If the force majeure circumstances, due to which one of the Parties cannot basically fulfill the obligations assumed by the Agreement, continue for more than 6 (six) months, any Party, having notified the other Party in writing 30 (thirty) days in advance, has the right to terminate the Agreement.

14. APPLICABLE LAW AND DISPUTE RESOLUTION PROCEDURE

14.1. The Agreement is applied and interpreted according to the law of the Republic of Lithuania.

14.2. In the cases established by the legal acts of the Republic of Lithuania, the Parties must comply with the pre-trial dispute resolution procedure.

14.3. Any disputes or disagreements arising out of or related to the Agreement shall be resolved by negotiation between the Parties. If it is not possible to reach an amicable agreement within 1 (one) calendar month from the moment when one Party submits a written claim, complaint, application or demand to the other Party, the dispute may be resolved in the court of the Republic of Lithuania.

15. VALIDITY, AMENDMENT, TERMINATION OF THE AGREEMENT

15.1. The Agreement is considered to be concluded after it is signed by the authorized representatives of the Parties. The Agreement enters into force from the date of signing the Agreement and is valid until ***[●] [●] 202 [●].*** In the event that the [Carrier/Repair Company] is allocated capacity for the period of validity of the next service train schedule, the Agreement is automatically considered updated taking into account the changes in the Network Regulations and the form of the Infrastructure Use Agreement, except for the conditions that the Parties agree on separately in writing.

15.2. The [Carrier/Repair Company], by signing the Agreement, confirms its understanding and agreement that the Agreement is concluded in accordance with the form of the agreement published in the Network Regulations, which is prepared by implementing the requirements provided for in Parts 6-9 of Article 29 of the RTC and the right granted to the Manager by Part 10 of Article 29 of the RTC to determine the content of the Agreement, the content of the Agreement complies with legal acts regulating railway transport activities, and the conditions of the Agreement may be changed only in the cases provided for in this Agreement.

15.3. The Agreement may be changed by mutual written agreement of the Parties, when changing the conditions of the Agreement is necessary taking into account the specifics of the activities of the Manager or the [Carrier/Repair Company] and only to the extent that it is necessary for the conditions of the Agreement to be implemented due to the specifics of the [Carrier's/Repair Company's] activities.

15.4. If the Manager receives information or establishes the facts on its own initiative that Sanctions are directly applied to the [Carrier/Repair Company or applicant in whose interests the Carrier acts], new applications for allocation of public railway infrastructure capacity and/or Ad-Hoc Path Requests may be stopped. On the basis of such information, the Manager applies for verification of compliance with the interests of national security and to the competent authorities in the implementation of international sanctions in accordance with the legal acts regulating the implementation of international sanctions.

15.5. The Manager also applies for verification of compliance with national security interests to the competent authorities in the implementation of international sanctions in accordance with the legal acts regulating the implementation of international sanctions, after receiving information or having established at least one of the following factual circumstances on its own initiative:

15.5.1. That the Sanctions are applied in respect of a shareholder, a beneficiary, a person holding a managerial position or otherwise controlling person of the [the Carrier or the applicant in whose interests the Carrier acts];

15.5.2. That the [Carrier/Repair Company] does not comply with the obligations established in Clauses 3.1.6 and/or 3.1.7 of the Agreement;

15.5.3. That the [Carrier/Repair Company] did not eliminate the identified deficiencies in the performance of the Agreement within a reasonable period determined by the competent authorities in the implementation of international sanctions or in accordance with the provisions of the Network Manager.

15.6. The Agreement can be terminated before the deadline outside of court:

15.6.1. [The by the Manager unilaterally and no later than the next working day after the decision made in accordance with the procedure established by the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania that the Agreement [Carrier/Repair Company] is recognized as not meeting the interests of national security. The Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania or the decision (resolution) of the Government of the Republic of Lithuania by which the Agreement [Carrier/Repair Company] was recognized as not meeting the interests of national security may provide for another term for termination of the Agreement. The [Carrier/Repair Company] must pay for the services provided by the Manager in accordance with the Agreement no later than the end of the next month. The Manager is not responsible for any direct and/or indirect losses incurred by the [Carrier/Repair Company] and/or parties related to it due to recognition of the Agreement [Carrier/Repair Company] as not meeting national security interests];

15.6.2. At the request of one of the Parties in the event of a fundamental breach of the Agreement, after notifying the other Party in writing about the termination of the Agreement no later than 30 (thirty) calendar days in advance. The guilty Party, having received a notice of premature termination of the Agreement, has the right to correct the violations within the specified period of 30 (thirty) days. If the guilty Party does not correct the violations within the specified period, the Agreement is considered terminated without separate notifications.

15.7. [If, on the basis established in Part 7 of Article 29[1] of the RTC, the Coordinating Commission for the Protection of Objects of Importance to Ensuring National Security, after verifying the compliance of the Agreement with the interests of national security, establishes recommendations or instructions to the Manager to suspend the execution of the Agreement, the Manager shall unilaterally immediately, but no later than it is necessary to take actions to ensure the safety of railway transport traffic safety and uninterrupted train traffic, suspends the execution of the Agreement and immediately informs the [Carrier/Repair Company] about it. In the circumstances specified in this Clause of the Agreement, if the Manager suspends the execution of the Agreement, the Carrier/Repair Company must pay for the services provided by the Manager under the Agreement no later than the end of the next month following the month in which the Services were last provided. The Manager is not liable for any direct and/or indirect losses incurred by [Carrier/Repair Company] and/or parties related to it due to recognition of the Agreement [Carrier/Repair Company] as not meeting national security interests.]

15.8. The Parties agree that the following shall be considered a material breach of the Agreement:

15.8.1. Sale and/or other transfer of Capacity intended for the [Carrier/Repair Company];

15.8.2. Failure of the [Carrier/Repair Company] to comply with the obligations stipulated in Clause 3.1 of the Agreement, except in cases where the [Carrier's License], part A and/or Part B of safety certificate or general safety certificate is suspended at the request of the [Carrier/Repair Company];

15.8.3. Delay by the [Carrier/Repair Company] in payment according to the VAT invoices submitted by the Manager for more than 30 (thirty) calendar days;

15.8.4. Failure of the Manager to comply with the provisions of Article 24 and Part 4 of Article 28 of the RTC;

15.8.5. Repeated non-compliance by the [Carrier/Repair Company] (in 2 or more cases with respect to the respective Capacities) to the obligations established in clauses 3.1.6 and/or 3.1.7 of the Agreement and the [Carrier/Repair Company] not taking the necessary measures to prevent non-compliance with these obligations from recurring;

15.8.6. Other cases when the Parties do not comply with the conditions and obligations of the Agreement or do not properly comply with them and this may endanger the safety of railway traffic.

15.9. When the [Carrier/Repair Company] commits a material breach of the Agreement, provided for in clauses 15.8.1–15.8.3 or 15.8.5–15.8.6 of the Agreement, from the day the violation was committed (or became apparent), the Manager, having informed the [Carrier/Repair Company] in writing, suspends the performance of the Agreement and the provision of services under the Agreement, until the [Carrier/Repair Company] corrects the violation or the Agreement is terminated in accordance with the procedure provided for in Clause [15.6.2/ or 15.6] of the Agreement.

15.10. Upon cancellation of the [Carrier's license], the suspension of the safety certificate part A and/or B or the general safety certificate, the [Carrier/Repair Company] acquires the right to use the Infrastructure in accordance with the Agreement no earlier than 5 (five) business days after submitting certified copies of the documents supporting this cancellation to the Manager, unless the Parties agree otherwise.

15.11. Upon termination of the Agreement in the cases specified in [15.6.2/or 15.6] of the Agreement, the guilty Party shall compensate the other Party for all losses incurred as a result of such termination.

15.12. Upon termination of the Agreement or its expiration, the financial obligations and other obligations of the Parties, which by their essence are valid even after the expiration of the Agreement, remain valid until their full fulfillment.

16. CONFIDENTIALITY, DATA PROTECTION

16.1. All information related to the Agreement, including, but not limited to, information transferred by the Parties during negotiations, is considered confidential and may not be disclosed to any third parties, except when required by the laws of the Republic of Lithuania. The Parties agree that information related to the Agreement may be transferred to the Parties' lawyers, auditors and members of the Parties' supervisory and/or management bodies without the separate consent of the other Party, except in cases where RTC determines otherwise.

16.2. The [Carrier/Repair Company] undertakes to use the confidential information transferred by the Manager in accordance with this Agreement, including but not limited to the information specified in the Station Books, for the performance of the Agreement and not to transfer this information to third parties, except for the case provided for in Clause 6.2 of the Agreement.

16.3. The Parties are liable for the confidentiality of the information entrusted to them and must compensate the losses incurred by the other Party due to the disclosure of such information.

16.4. The Parties undertake to ensure that all personal data are processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and which repeals Directive 95/46/EC (General Data Protection Regulation) and other legal acts regulating the processing of personal data and their protection.

16.5. Each Party must inform its employees about the processing of their personal data by the other Party in accordance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in the processing of personal data and on the free movement of such data and which repeals Directive 95/46/EC (General Data Protection Regulation) and to provide supporting evidence at the request of the other Party. The Party that does not fulfill or improperly fulfills the obligations provided for in this clause must compensate the other Party for the losses incurred as a result, including, but not limited to, fines and/or other monetary sanctions imposed by state authorities.

17. CONTACTS OF THE PARTIES FOR THE PERFORMANCE OF THE AGREEMENT

17.1. Information on approved or amended Local Legal Acts and monthly reports specified in clauses 8.8 and 8.9 of the Agreement shall be provided to the [Carrier/Repair Company] by e-mail [●].

17.2. Station Books and temporary traffic organization instructions are provided to the [Carrier/Repair Company] by e-mail [●].

17.3. The train release plan, in the absence of technical possibilities to submit it on the Manager's electronic service portal InfraGo, shall be provided to the Manager by e-mail (e-mail evc@ltginfra.lt) (tel. +370 669 57 697 for enquiry).

17.4. Information on operational issues of train traffic management is provided by e-mail of the Manager's responsible person [●] [phone xxxxxxxxxxx] and by e-mail of the [Carrier's/Repair Company's] responsible person [●] [phone xxxxxxxxxxx].

17.5. Information on the violation of established requirements, when there is a direct threat to the safety of railway traffic, in accordance with Clause 8.10.2 of this Agreement, is provided to [[Carrier's/Repair Company's] authorized person [●] e-mail address [●] and [phone xxxxxxxxxxx]] / [[Carrier/Repair Company] e-mail [●] [phone xxxxxxxxxxx *(24/7)*]].

17.6. VAT invoices are provided by the [Carrier's/Repair Company's] e-mail [●].

17.7. E-mail of the person responsible for the control of the execution of the Agreement and issues of change [●].

17.8. About planned and/or unplanned disruptions of the InfraGo system, which may disrupt and/or actually disrupt the ability to submit and/or evaluate applications for capacity allocation, Ad-Hoc Path Requests, applications to reserve train lines, the Manager informs the [Carrier/Repair Company] by email [●]; phone [●].

17.9. The Parties communicate with the following e-mail addresses on other matters of the execution of the Agreement: Manager [●], [Carrier/Repair Company] [●].

17.10. In accordance with this Agreement, data may also be provided to the [Carrier/Repair Company] and the Manager through the electronic services information system of the public railway infrastructure in accordance with the procedure set out in the Network Regulations.

18. FINAL PROVISIONS

18.1. The [Carrier/Repair Company] is provided with an identification code for the purposes of the Agreement administration and performance [●].

18.2. For the services provided under this Agreement, VAT is paid in accordance with the procedure established by legal acts.

18.3. The [Carrier/Repair Company] declares that, in accordance with the provisions of the Law on Profit Tax of the Republic of Lithuania and the Law on Value Added Tax of the Republic of Lithuania, it is considered *[associated (related)/not associated (not related)]* with the Manager.

18.4. All information related to the Agreement is transferred by the Parties to each other in writing, i.e. with signed confirmation, including signing with a qualified electronic signature, and/or sent by post (registered letter) and/or by email to the addresses of the Parties specified in Chapters 17 and 19 of the Agreement, if it is not specified otherwise in the Agreement. The day of receipt of the notification is considered the day of sending the e-mail or registered letter.

18.5. If the Party's address, contact persons and/or other data change, including the data of the Carrier's licenses, permits, safety certificates, insurance certificates, the Party must inform the other Party in writing no later than within 5 (five) calendar days from the date of data change. Otherwise, the actions of the other Party, performed based on the latest data known to it, are considered to have been performed properly and the Party that did not notify has no right to make any claims in this regard.

18.6. If, at the time of signing the Agreement, the compulsory civil liability insurance of the [Carrier/Repair Company] is invalid or is not valid for the entire period of validity of the Agreement, the [Carrier/Repair Company] undertakes to notify the Manager of the renewal of the validity of the compulsory civil liability insurance for the entire remaining period of validity of the Agreement. The Manager has the right not to provide services in accordance with this Agreement or to stop their provision if the [Carrier/Repair Company] does not fulfill the obligation set out in this clause.

18.7. The language of mutual communication between the Parties and filling out documents on the territory of Lithuania is Lithuanian, except in cases where the Parties agree on the use of another language.

18.8. The Parties ensure that all representations, warranties and guarantees contained in this Agreement shall be valid during the validity of the Agreement. The Parties undertake to immediately inform each other of any change in circumstances related to the Agreement or that may affect its execution, regardless of whether these circumstances arise and/or change depending on the will of the Party.

18.9. The Agreement was concluded with the free will of both Parties; the Parties have disclosed to each other all information known to them that is material to the conclusion and performance of the Agreement and have not knowingly provided each other with any misleading information.

18.10. The Agreement is drawn up in Lithuanian and signed by qualified electronic signatures of the representatives of the Parties. Only the Agreement signed by the representatives of both Parties with a qualified electronic signature has legal force.

18.11. All annexes to the Agreement are an integral part of the Agreement:

Annex 1 – Railway Lines Covered by the [Carrier's/Repair Company's] Safety Certificate Part B;
Annex 2 – List of the [Carrier's/Repair Company's] Traction or Self-propelled Rolling Stock *(if any, indicating their operational limitations)*;
Annex 3 – Model Form of Transport Readiness Plan.

19. ADDRESSES AND DETAILS OF THE PARTIES

Manager AB LTG Infra	**[Carrier/Repair Company]** [company name]
Geležinkelio str. 2, 02100 Vilnius Company code – 305202934 VAT payer code – LT100012666211 The company is registered in the Register of Legal Entities of the Republic of Lithuania Phone +370 5 269 3353 E-mail info@ltginfra.lt Bank – AB "Swedbank" Settlement account LT21 7300 0101 5917 5126	[address] Company code – [●] VAT payer code – [●] The company is registered in the Register of Legal Entities of the Republic of Lithuania Phone [●] E-mail [●] Bank – [●] Settlement account [●] SWIFT code – [●]
[position] [name, surname] _____	[position] [name, surname] _____

Annex 1
to the Form
of the Agreement for the Use of Public Railway Infrastructure

Railway Lines Covered by the [*Carrier's*] Safety Certificate Part B

Serial No.	Railway lines in operation
1.	**On railway lines:**
1.1.	
1.2.	

Annex 2
to the Form
of the Agreement for the Use of Public Railway Infrastructure

[Carrier/Repair companies] LIST OF TRACTION OR SELF-PROPELLED ROLLING STOCK

Traction rolling stock

Serial No.	Type[6]	Model[7]	Serial number[8]	European Vehicle Number (ETPN)[4]	Weight (t)	Length (m)	Number of axles	Track width (1435/1520mm)	Restrictions	Comments[5]
1.										
2.										

Special self-propelled rolling stock

Serial No.	Name of the rolling stock[6]	Model[2]	Serial number[3]	European Vehicle Number (ETPN)[4]	Weight (t)	Length (m)	Number of axles	Track with (1435/1520)	Restrictions	Comments[5]
1.										
2.										

[6] Type of rolling stock: Electric locomotive, Diesel locomotive, Electric self-propelled rolling stock (high-speed), Electric self-propelled rolling stock (except high-speed), Diesel self-propelled rolling stock, Shunting electric locomotive, Shunting diesel locomotive, Special railway rolling stock, other.

[7] TMH, TEM TMH, AGRc1200, MPT6, DGKu or other.

[8] A three-digit or four-digit number (e.g., 001; 002; 242)

[4] Twelve digit number ((ES) 2018/1614) (e.g., 922400000000)

[5] Cold reserve, for rent.

[6] Vehicle name: heavy-duty tractor, crane, motor vehicle, snowplow, etc.

Annex 3
to the Standard Form of the
Agreement for the Use of Public
Railway Infrastructure

(Sample form of the daily schedule of trains leaving the railway station)

(*Name of the carrier*) daily schedule of preparation for transportation from (*name of the station*) railway station

[date]

Train No.	Route	Driver's surname	Train departure time	Locomotive series	Locomotive departure time from the depot	Gross weight of the train, in tons	Train length, with vag.	Related structure	Exit route	Assigned train number	Notes
1	2	3	4	5	6	7	8	9	10	11	12

Operations with incoming trains and their locomotives

Train No.	Actions	Notes

Viešosios geležinkelių infrastruktūros 2024–2025 metų tarnybinio traukinių tvarkaraščio tinklo nuostatų
16 priedas

16. STANDARD FORM OF THE PUBLIC RAILWAY INFRASTRUCTURE CAPACITY ALLOCATION AGREEMENT

AGREEMENT FOR ALLOCATION OF PUBLIC RAILWAY INFRASTRUCTURE CAPACITY DURING THE PERIOD OF VALIDITY OF THE ANNUAL WORKING TIMETABLE OF 202[●]-202[●]

[●] (day) [●] (month) 202[●] No. [●]
Vilnius

AB "LTG Infra", legal entity code – 305202934, with its registered office at Geležinkelio g. 2, LT-02100 Vilnius, represented by [position] [name, surname], acting under [specify the basis of representation] (hereinafter referred to as the **Manager**),

and

[Applicant's title/name, surname], legal entity code [●]/personal identification number [●], with its registered office at [●]/ residential address [●], represented by [position] [name, surname], acting under [specify the basis of representation], (hereinafter referred to as the **Applicant**),

[name of the railway undertaking (carrier)], legal entity code [●], with its registered office at [●], represented by [position] [name, surname], acting under [specify the basis of representation], (hereinafter referred to as the **Carrier**),

Whereas:

(a) Following Article 23 (1) of the Railway Transport Code of the Republic of Lithuania (hereinafter referred to as the **RTC**), the Manager shall be appointed to perform the functions of the public railway infrastructure manager;

(b) The Applicant who is not a railway undertaking (a carrier who submitted an application for the allocation of public railway infrastructure capacity, an Ad-Hoc Path Requests or a Late Annual Working Timetable Path Requests during the period of validity of the annual working timetable of 202[●]–202[●] and wishes to pay a fee for the minimum access package (hereinafter referred to as the **Fee**);

(c) The Carrier acting in the interests of the Applicant is a railway undertaking (carrier) meeting the requirements of the legislation of the Republic of Lithuania, which shall use the public railway infrastructure capacity (hereinafter referred to as the **capacity**) allocated to the Applicant under the Agreement for the Use of Public Railway Infrastructure concluded with the Manager under the procedure established in Article 29 (6) of the RTC;

(d) The Applicant and the Carrier have entered into an agreement determining their mutual obligations concerning the use of capacity allocated to the Applicant, except for obligations related to the payment of Fees to the Manager.

The Manager, the Applicant and the Carrier, hereinafter collectively referred to as the **Parties**, and each separately as a **Party**, under Article 29 (5) of the RTC, have concluded this Agreement for the Allocation of Public Railway Infrastructure Capacity during the Period of Validity of the Annual working timetable of 202[●]–202[●] (hereinafter referred to as the **Agreement**).

1. SUBJECT MATTER OF THE AGREEMENT

1.1. The subject matter of the Agreement shall be the payment of Fees according to the capacity allocated to the Applicant during the period of validity of the annual working timetable of 202[●] – 202[●].

2. OBLIGATIONS OF THE PARTIES

2.1. **The Applicant undertakes** to pay the Fee, including the value-added tax, to the Manager as set out in Chapter 3 of the Agreement.

2.2. **The Applicant and the Carrier undertake** to comply with the normative legal acts adopted by the Manager (hereinafter referred to as the **Local Legal Acts**), published on Manager's website https://ltginfra.lt/normine-technine-dokumentacija, as far as this is related to the performance of this Agreement and to the extent that it does not conflict with the directly applicable to the legal acts of the European Union and the legal acts of the Republic of Lithuania. The Applicant and the Carrier hereby confirm that they understand and agree that Local Legal Acts may be unilaterally amended by the Manager without the Applicant's consent.

2.3. **The Carrier undertakes** to pay the Fee, including value-added tax, to the Manager as set out in Chapter 3 of the Agreement, but only in cases where this fee is not paid by the Applicant based on Clause 2.1 of the Agreement.

2.4. **The Parties undertake** to cooperate in every possible way to properly perform their obligations under the Agreement and to immediately inform each other of the current and/or possible change in the circumstances related to the obligations of the Parties or any circumstance that may change the performance of the Agreement, regardless of whether such circumstances arise and/or change depending on the will of the Party.

3. CALCULATION AND PAYMENT OF THE FEE

3.1. The Fee shall be calculated and paid under the procedure and terms established by the RTC and the Rules for the Calculation and Payment of the Fee for the Minimum Access Package to the Public Railway Infrastructure and the Fee for the Allocated but Unused Capacity of the Public Railway Infrastructure approved by the Government of the Republic of Lithuania as well as other legal acts regulating the calculation and application of value added tax.

3.2. All costs related to the Applicant's financial operations at the payer's bank shall be paid by the Applicant. This provision of the Agreement shall apply accordingly to the Carrier when the Fee is paid by the Carrier under Clause 2.3 of the Agreement.

4. LIABILITY OF THE PARTIES

4.1. **The Manager shall be liable** for the damage suffered by the Applicant and the Carrier due to the fault of the Manager, including, but not limited to, when the Applicant or the Carrier cannot fulfil the obligations assumed by the Agreement concerning the payment of the Fee. The Manager shall indemnify the Applicant and the Carrier for all documented damage, except for cases where:

4.1.1. the occurrence of damage is not related to the Manager's obligations under the Agreement and the Manager could not avoid or prevent such damage;

4.1.2. the damage was caused by the fault of the Applicant or the Carrier;

4.1.3. the damage was caused by the fault of third parties, although the Manager took reasonable precautions to avoid this type of damage.

4.2. **The Applicant shall be liable** for the damage suffered by the Manager and the Carrier due to the fault of the Applicant, including, but not limited to, when the Manager or the Carrier cannot perform the obligations assumed by the Agreement concerning the payment of the Fee. The Applicant shall indemnify the Manager and the Carrier for all documented damage, except for cases where:

4.2.1. the occurrence of damage is not related to the obligations assumed by the Applicant under the Agreement and the Applicant could not avoid this damage or prevent its occurrence;

4.2.2. the damage was caused by the fault of the Manager or the Carrier;

4.2.3. the damage was caused by the fault of third parties, although the Applicant took reasonable precautions to avoid this type of damage.

4.3. **The Carrier shall be liable** for the damage suffered by the Manager and the Applicant due to the fault of the Carrier, including, but not limited to, when the Manager or the Applicant cannot perform the obligations assumed by the Agreement concerning the payment of the Fee. The Carrier shall indemnify the Manager and the Applicant for all documented damage, except for cases where:

4.3.1. the occurrence of damage is not related to the obligations accepted by the Carrier under the Agreement and the Carrier could not avoid or prevent this damage from occurring;

4.3.2. the damage was caused by the fault of the Manager or the Carrier;

4.3.3. the damage was caused by the fault of third parties, although the Carrier took reasonable precautions to avoid this type of damage.

4.4. The Parties hereby agree that if damage to the Manager and the Applicant occurs due to the fault of all Parties, each of the Parties shall be liable for indemnification for the damage caused by its actions, and if it is impossible to identify the liability of each of the Parties, then each Party shall bear the losses incurred.

4.5. The Parties hereby agree that indirect, incidental losses (including loss of income and damage to the brand) shall not be reimbursed, except for cases where such losses were caused by the intentional actions of the other Party.

4.6. For the violation of the obligation to pay a fee (except for the obligation to pay the minimum access package and the train traffic fee), arising from the Agreement or related thereto, the Applicant or the Carrier, when it pays the Fee to the Manager based on Clause 2.3 of the Agreement, shall pay 0.1 (one-tenth) percent interest on arrears in the amount of the unpaid amount, including VAT, for each delayed calendar day until the date of due performance of the obligation.

4.7. The payment of the interest on arrears shall not relieve the Applicant or the Carrier, when it pays the Fee to the Manager based on Clause 2.3 of the Agreement, from performing its obligations, except for the cases provided for in legal acts.

5. FORCE MAJEURE

5.1. The Parties shall be released from liability for improper performance of obligations under the Agreement due to force majeure. Circumstances of force majeure shall be understood as they are defined in Article 6.212 of the Civil Code of the Republic of Lithuania and in the Rules of Exemption from Liability on Appearance of Force Majeure Circumstances approved by the Resolution of the Government of the Republic of Lithuania.

5.2. When determining the circumstances of force majeure, the Parties shall follow the procedure for issuing certificates certifying the circumstances of force majeure approved by the Resolution of the Government of the Republic of Lithuania or the normative legal acts that replace it.

5.3. The Party which, due to circumstances of force majeure, is unable to perform its obligations under the Agreement, must inform the other Party thereof immediately, but no later than within 10 (ten) calendar days from the beginning of the impossibility to perform this Agreement. Delayed notification of the other Party or failure to provide information shall deprive it of the right to rely on circumstances of force majeure as a basis for exemption from liability for untimely performance of assumed obligations or their non-performance and compensation for losses.

5.4. If the circumstances of force majeure, due to which one of the Parties cannot perform the obligations assumed by the Agreement, continue for more than 6 (six) months, any Party, having notified the other Party in writing 30 (thirty) days in advance, shall have the right to terminate the Agreement.

6. APPLICABLE LAW AND DISPUTE RESOLUTION PROCEDURES

6.1. The Agreement shall be applied and interpreted according to the law of the Republic of Lithuania.

6.2. In the cases established by the legal acts of the Republic of Lithuania, the Parties must comply with the pre-trial dispute resolution procedure.

6.3. Any disputes or disagreements arising out of or related to the Agreement shall be resolved by negotiation between the Parties. If it is not possible to reach an amicable agreement within 1 (one) calendar month from the moment when one Party submits a written claim, complaint, request or demand to the other Party, the dispute may be resolved in the court of the Republic of Lithuania.

7. VALIDITY, AMENDMENT, TERMINATION OF THE AGREEMENT

7.1. The Agreement shall enter into force upon its signing by the authorised representatives of the Parties and shall be valid until the day ***[●] (day) [●] (month) 202[●]***.

7.2. By signing the Agreement, the Parties hereby confirm their understanding and consent that the Agreement shall be drawn up under the standard form published in the Network Statement, except in cases where the change of this standard form is necessary due to changes in the specifics of the activities carried out by the Parties and/or changes in its organisation, and this change shall not impair any from the position of the Parties concerning other Parties, the content of the Agreement is under the legislation governing railway transport activities, and the terms of the Agreement may be amended only in the cases provided for in this Agreement.

7.3. The Agreement may be amended by mutual written agreement of the Parties, when amending the terms of the Agreement is necessary taking into account the specifics of the activities carried out by any of the Parties and/or changes in its organisation and only to the extent that it is necessary for the conditions of the Agreement to be implemented due to the specifics of the Applicant's and/or Carrier's activity and/or changes in its organisation.

7.4. At the request of one of the Parties, the Agreement may be terminated before the term without recourse to the court, in the event of a material violation of the Agreement, upon written notice of the termination of the Agreement by the other Party no later than 30 (thirty) calendar days in advance. The Party at fault, having received a notice of premature termination of the Agreement, shall have the right to correct the violations within the specified period of 30 (thirty) days. If the Party at fault does not correct the violations within the specified period, the Agreement shall be considered terminated without separate notifications.

7.5. The Parties hereby agree that the following shall be considered a material violation of the Agreement:

7.5.1. Sale and/or other transfer of capacities intended for the Applicant to a railway undertaking (carrier) operating not in the interests of the Applicant;

7.5.2. Unlawful acts or omissions of either Party.

7.6. Upon termination of the Agreement in the cases specified in Clause 7.4 of the Agreement, the Party terminating the Agreement shall indemnify the other Party for all losses incurred as a result of such termination.

7.7. If the Agreement for the Use of Public Railway Infrastructure concluded by the Manager and the Carrier is terminated before the deadline, the Applicant shall have the right to transfer the capacity allocated thereto to another railway undertaking (carrier) operating in the interests of the Applicant, in compliance with the requirements set out in Article 29 (5) (6) of the RTC.

7.8. In the cases of Clause 7.7 of the Agreement, the Agreement shall be considered to be terminated before the deadline without recourse to court at the initiative of the Applicant by applying the warning procedure and the consequences of termination established in Clause 7.4 of the Agreement.

7.9. Upon termination of the Agreement or its expiration, the financial obligations and other obligations of the Parties, which by their essence are valid even after the expiration of the Agreement, shall remain valid until they are fully fulfilled.

8. CONFIDENTIALITY, DATA PROTECTION

8.1. All information related to the Agreement, including, but not limited to, information transferred by the Parties during negotiations, shall be considered confidential and may not be disclosed to any third parties, except when required by the laws of the Republic of Lithuania. The Parties hereby agree that information related to the Agreement may be transferred to the Parties' attorneys, auditors and members of the Parties' supervisory and/or bodies without the separate consent of the other Party, except in cases where the RTC determines otherwise.

8.2. The Parties shall be responsible for the confidentiality of the information entrusted to them and must compensate the losses suffered by the other Party due to the disclosure of such information.

8.3. The Parties undertake to ensure that all personal data are processed under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and other legal acts regulating the processing of personal data and their protection.

8.4. Each Party must inform its employees about the processing of their personal data by the other Party under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27

April 2016 on the protection of natural persons concerning the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) requirements and provide supporting evidence at the request of the other Party. A Party that fails to perform or improperly performs the obligations provided for in this Clause must compensate the other Party for the losses incurred as a result.

9. FINAL PROVISIONS

9.1. For the services provided under this Agreement, VAT shall be paid under the procedure established by legal acts.

9.2. The Applicant and the Carrier hereby declare that under the provisions of the Republic of Lithuania Law on Corporate Income Tax and the Republic of Lithuania Law on Value Added Tax, they are considered [*associated (related)/not associated (not related)*] with the Manager.

9.3. All notices and information related to the Agreement shall be communicated by the Parties to each other in writing, i.e. upon signing, including signing with a qualified electronic signature, and/or sent by mail (registered mail), and/or by electronic mail with the requisites of the Parties specified in Chapter 10 of the Agreement, unless otherwise specified in the Agreement. The day of notification should be considered the day of sending the electronic letter or registered letter or the day when the notification is delivered personally (upon signing) to the representatives of the Parties.

9.4. In the event of a change in the details of the Party specified in Chapter 10 of the Agreement, the Party must notify the other Party in writing no later than within 3 (three) calendar days from the date of their change. Otherwise, the Party shall have no right to a claim if the actions of the other Party were carried out based on the last details known to it.

9.5. The Parties hereby agree that if the details of the Parties specified in Chapter 10 of the Agreement change, the Agreement shall not be changed, except in cases where the rights and obligations of the Parties are transferred to another legal entity after the reorganisation, separation, restructuring or transfer of activities of the Parties.

9.6. Terms used in the Agreement, but not defined therein, shall be understood and interpreted as they are defined in the laws of the Republic of Lithuania and other legal acts in force on the date of signing the Agreement, regulating railway transport activities.

9.7. The language of mutual communication between the Parties and filling out documents on the territory of Lithuania shall be Lithuanian, except in cases where the Parties agree on the use of another language.

9.8. The Agreement was concluded with the free will of both Parties; the Parties have disclosed to each other all information known to them that is material to the conclusion and performance of the Agreement and have not knowingly provided each other with any misleading information.

9.9. The Agreement shall be drawn up in the Lithuanian language in 3 (three) copies with equal legal authority, one copy for each Party. The Agreement may be signed by qualified electronic signature of the representatives of the Parties. Only the Agreement signed by the representatives of both Parties with a qualified electronic signature shall have legal authority.

10. ADDRESSES AND DETAILS OF THE PARTIES

Manager –	**Applicant –**
AB “LTG Infra”	[company name]/ [name, surname]
Geležinkelio g. 2, 02100 Vilnius	[address]
Company code – 305202934	Company code [●] / personal identification number – [●]
VAT identification number – LT100012666211	VAT identification number – [●]
The company is registered in the Register of Legal Entities of the Republic of Lithuania	The company is registered in the Register of Legal Entities of the Republic of Lithuania
Tel. +370 5 269 3353	Tel.[●]

E-mail: info@ltginfra.lt Bank details: AB “Swedbank” Bank account No.: LT21 7300 0101 5917 5126	E-mail: [●] Bank details: [●] SWIFT code: [●] Bank account No.: [●]
[position]	[position]
[name, surname]	[name, surname]
_____	_____

Carrier –
[company name]

[address]
Company code – [●]
VAT identification number – [●]
The company is registered in the Register of Legal Entities of the Republic of Lithuania
Tel. [●]
E-mail: [●]
Bank details:
[●]
SWIFT code: [●]
Bank account No.:
[●]

[position]

[name, surname]

Agreement prepared by: *[position; name, surname; tel. No.]*
Person responsible for the control of the performance of the Agreement: *[position; name, surname; tel. No.]*

Serve to: [*specify the structural units]*
1.
2.

17. AGREEMENT ON COOPERATION IN THE ALLOCATION OF CAPACITY ON MORE THAN ONE RAILWAY NETWORK

LRN vienošanās uzskaites Nr._____ LGI vienošanās uzskaites Nr._____	LRN the agreement's registration No_____ LGI the agreemnet's registration No_____	LRN susitarimo registracijos Nr. _____ LGI susitarimo registracijos Nr. _____
Vienošanās par sadarbību, sadalot infrastruktūras jaudu vairāk nekā vienā tīklā	**Agreement** on cooperation in the allocation of infrastructure capacity on more than one network	**Susitarimas** dėl bendradarbiavimo skiriant pajėgumus daugiau nei viename geležinkelių tinkle
Rīgā, 2019.gada .	Riga 2019.	2019 m.., Ryga
Publiskās lietošanas dzelzceļa infrastruktūras pārvaldītāja būtisko funkciju veicējs Latvijas Republikā akciju sabiedrība "LatRailNet", reģistrācijas Nr.40103361063, juridiskā adrese Dzirnavu iela 16, Rīga, tās valdes priekšsēdētājas J.Hudenko un valdes locekļa G.Lapiņa personās, turpmāk – LRN, no vienas puses, un	JSC "LatRailNet" as the performer of essential functions of public-used infrastructure manager in Latvia, registration No 40103361063, legal adress 16 Dzirnavu Str., Riga, represented by Chairman of the Board J.Hudenko and Member of the Board G.Lapins hereinafter referred to as LRN, on the one part	Akcinė bendrovė "LatRailNet", vykdanti esmines viešosios infrastruktūros valdytojo funkcijas Latvijoje, įmonės kodas 10103361063, buveinės adresas 16 Dzirnavu g., Ryga, atstovaujama valdybos pirmininko J. Hudenko ir valdybos nario G. Lapins, toliau – LRN, viena susitarimo šalis,
Publiskās lietošanas dzelzceļa infrastruktūras pārvaldītāja būtisko funkciju veicējs Lietuvas Republikā AS "Lietuvas dzelzceļa infrastruktūra" *("Lietuvos geležinkelių infrastruktūra"),* reģistrācijas Nr.305202934, juridiskā adrese Mindaugo iela 12, 03225 Vilņa, Lietuva, ģenerāldirektora Karoļa Sankovska *(Karolio Sankovksi)* personā, kurš rīkojas uz AS "Lietuvas dzelzceļa infrastruktūra" *("Lietuvos geležinkelių infrastruktūra")*, Statūtu pamata, turpmāk – LGI, no otras puses, un abas turpmāk kopā – Puses,	JSC "Lietuvos geležinkelių infrastruktūra" the performer of essential functions for the allocation of infrastructure capacity in Lithuania, registration No. 305202934 , legal address 12 Mindaugo str., Vilnius, represented by Director general Karolis Sankovski acting according to the Statutes of JSC "Lietuvos geležinkelių infrastruktūra'', hereinafter referred to as LGI, on the other part, and both together hereinafter referred to as the Parties,	Akcinė bendrovė "Lietuvos geležinkelių infrastruktūra", vykdanti esmines viešosios infrastruktūros valdytojo funkcijas Lietuvoje, įmonės kodas 305202934, buveinės adresas Mindaugo g. 12, Vilnius, atstovaujama bendrovės generalinio direktoriaus Karolio Sankovski, veikiančio pagal bendrovės įstatus, toliau – LGI, kita susitarimo šalis, toliau abi šalys vadinamos Šalimis,
ievērojot Eiropas Parlamenta un Padomes 2012.gada 21.novembra Direktīvas 2012/34/ES, ar ko izveido vienotu Eiropas dzelzceļa telpu 40.pantu, Latvijas Republikas Dzelzceļa likumu, Latvijas Republikas Ministru kabineta 2016.gada 15.jūlija noteikumus Nr.472 "Publiskās lietošanas dzelzceļa infrastruktūras jaudas sadales	pursuant to the Article 40 of Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area, the Railway Law of the Republic of Latvia, Cabinet Regulation No. 472 of the Republic of Latvia of July 15, 2016 "Regulations on Capacity allocation of Public-use Railway Infrastructure", LRN Regulation No. JALP-7.6/01-	vadovaudamosi 2012 m. lapkričio 21 d. Europos Parlamento ir Tarybos direktyvos 2012/34/*ES*, kuria sukuriama bendra Europos geležinkelio erdvė, 40 straipsniu, Latvijos Respublikos geležinkelio įstatymu, 2016 m. liepos 15 d. Latvijos Respublikos Vyriausybės nutarimu Nr. 472 "Dėl Valstybės ir savivaldybių gyvenamųjų patalpų nuomos mokesčio apskaičiavimo

noteikumi", AS "LatRailNet" 2016.gada 06.septembra noteikumus Nr.JALP-7.6/01-2016 "Publiskās lietošanas dzelzceļa infrastruktūras jaudas sadales shēma" (turpmāk – Jaudas sadales shēma), noteikumus par publiskās infrastruktūras jaudas sadali, Lietuvas Republikas dzelzceļa transporta kodeksu, vienojas par sekojošo:	2016 of 6 September 2016 "Public-use railway infrastructure capacity allocation scheme" (hereinafter referred to as the Capacity Allocation Scheme), Rules on public infrastructure capacity allocation, Railway transport Code of the Republic of Lithuania, agree as follows:	tvarkos aprašo patvirtinimo" ir 2016 m. rugsėjo 6 d. LRN reglamentu Nr. JALP-7.6/01-2016 "Prieigos prie viešosios geležinkelių infrastruktūros suteikimo schema" (toliau – Prieigos suteikimo schema), Lietuvos Respublikos Transporto Kodeksu, susitarė:
I. Vienošanās priekšmets	**I. Subject of the agreement**	**I. Susitarimo dalykas**
1. Puses vienojas par sadarbību, sadalot publiskās lietošanas dzelzceļa infrastruktūras (turpmāk – infrastruktūra) jaudu starptautiskajiem pasažieru, bagāžas un kravu pārvadājumiem vairāk nekā vienā dzelzceļa tīklā – Latvijas Republikā un Lietuvas Republikā.	1. Parties agree on cooperation in the allocation of public-use railway infrastructure (hereinafter – infrastructure) capacity on more than one network in the Rebublic of Latvia and in the Republic of Lithuania for international passenger, baggage and (or) freight transportation.	1. Siekdamos užtikrinti tarptautinį keleivių, bagažo ir (ar) krovinių vežimą, Šalys susitaria dėl bendradarbiavimo suteikiant prieigą prie daugiau nei vieno Latvijos Respublikos ir Lietuvos Respublikos tinklo viešosios geležinkelių infrastruktūros (toliau – infrastruktūra).
2. Infrastruktūras jaudas sadale tiek nodrošināta pieteikumu iesniedzējiem, kam ir komerciāla interese iegūt infrastruktūras jaudu Latvijas Republikas un Lietuvas Republikas infrastruktūras tīklos kā norādīts VAS "Latvijas dzelzceļš" un LGI infrastruktūras tīkla pārskatos.	2. Capacity allocation is provided to the applicants with commercial interest in procuring infrastructure capacity within the public-use rail networks of the Republic of Latvia and the Republic of Lithuania as indicated in the network statements of PLC "Latvijas dzelzcels" and LGI.	2. Vadovaujantis PLC "Latvija dzelzcels" ir LGI tinklo nuostatais, prieiga suteikiama pareiškėjams, turintiems ekonominį interesą įgyti prieigą prie infrastruktūros viešuosiuose Latvijos Respublikos ir Lietuvos Respublikos geležinkelių tinkluose.
II. Infrastruktūras jaudas sadale	**II. Capacity allocation**	**II. Prieigos suteikimas**
3. Jaudas pieprasījumi Latvijas teritorijā tiek aizpildīti šīs vienošanās 1.pielikumā norādītajā formā. Jaudas pieprasījumi Lietuvas teritorijā tiek aizpildīti šīs vienošanās 2.pielikumā norādītajā formā. Pieteikuma iesniedzējam ir pienākums iesniegt jaudas pieteikumu ne agrāk kā 12 mēnešus pirms (aptuveni decembra vidus) vilcienu kustības gada grafika maiņas. Katra šīs vienošanās Puse, saņemot pieteikumu par jaudas piešķiršanu vairāk nekā vienā tīklā starptautiskajiem pasažieru, bagāžas un kravu pārvadājumiem tās teritorijā, savlaicīgi informē otru Pusi par šo pieprasījumu.	3. Requests for capacity on the territory of Latvia shall be completed in the form specified in Annex 1 to this Agreement. Requests for capacity on the territory of Lithuania shall be completed in the form specified in Annex 2 to this Agreement. An applicant has to submit a request for capacity, not more than 12 months in advance (appr. mid of December) of the entry into force of the working timetable. Each Party to this Agreement, having received an application for allocation of capacity on more than one network for international passenger, baggage and (or) freight transportation on its territory shall timely inform about this request another Party.	3. Paraiška skirti pajėgumus Latvijos teritorijoje pildoma pagal šio susitarimo 1 priede nurodyta formą. Paraiška skirti pajėgumus Lietuvos teritorijoje pildoma pagal šio susitarimo 2 priedo formą. Pareiškėjas paraišką turi pateikti ne anksčiau kaip likus 12 mėnesių (maždaug gruodžio viduryje) iki tarnybinio traukinių tvarkaraščio įsigaliojimo. Bet kuri iš šio susitarimo šalių gavusi paraišką savo šalies teritorijoje skirti pajėgumus daugiau negu viename tinkle tarptautiniam keleivių, bagažo ir (arba) krovinių vežimui apie tokią paraišką laiku informuoja kitą Šalį.
4. Puses nodrošina, ka ne vēlāk kā 11 mēnešus pirms (aptuveni janvāra vidus) vilcienu kustības	4. Parties insure than the provisional international train paths have been established not later than 11 months	4. Šalys užtikrina, kad preliminarios tarptautinės traukinio linijos bus nustatytos ne vėliau kaip likus 11

gada grafika maiņas, tiek izveidots provizorisks starptautiskais pasažieru vilcienu ceļš. Līdz minētajam termiņam Puses izskata:	before (appr. mid of January) changing of the working timetable. Before this time Parties examine:	mėnesių (maždaug sausio viduryje) iki tarnybinio traukinių tvarkaraščio pakeitimo. Iki to laiko Šalys išnagrinėja:
4.1. iesniegtās informācijas atbilstību (ja tiek konstatētas nepilnības, tiek pieprasīta papildus informācija); 4.2. informāciju par iespējamiem infrastruktūras jaudas ierobežojumiem;	4.1. the relevancy of submitted information (if there are any inaccuracies, additional information is requested); 4.2. the information about possible capacity restrictions;	4.1. pateiktos informacijos aktualumą; 4.2. informaciją apie galimus prieigos apribojimus;
4.3. priekšlikumus plānotā vilcienu kustības ātruma izmaiņām, ja tādi ir;	4.3. the proposals for changes in schedulled traffic speed, if exist;	4.3. pasiūlymus keisti reguliariojo susisiekimo traukinių greitį, kai taikytina;
4.4. priekšlikumus plānotā vilcienu kustības periodiskuma izmaiņām;	4.4. the proposals for changes in schedulled traffic periodicity;	4.4. pasiūlymus keisti reguliariojo susisiekimo periodiškumą;
4.5. priekšlikumus vagonu skaitam vilcienā; 4.6. papildu pakalpojumu nodrošināšanu.	4.5. the proposals for numbers of wagons in a train; 4.6. the possibility of requested service facilities.	4.5. pasiūlymus dėl vagonų skaičiaus traukinyje; 4.6. dėl galimybės naudotis geležinkelių paslaugų įrenginiais
5. Līdz 15.maijam Puses rīko kopēju apspriešanos par provizorisko vilcienu kustības sarakstu, pieaicinot iesaistītos infrastruktūras pārvaldītājus un pieteikumu iesniedzējus (dzelzceļa pārvadātājus).	5. Parties shall hold a joint consultation on the provisional working timetable, inviting the infrastructure managers involved and the licensed railway undertakings designated by the applicant not later than 15 May.	5. Ne vėliau kaip iki gegužės 15 d. Šalys kartu tariasi dėl preliminaraus tarnybinio traukinių tvarkaraščio, pasitelkdamos atitinkamus infrastruktūros valdytojus ir licencijuotas geležinkelio įmones, nurodytas pareiškėjo.
6. Pēc attiecīgo valsts institūciju pieprasījuma Puses un pilnvarotie subjekti (ja nepieciešams):	6. Upon the request of the relevant government authorities, Parties and other statutory entities (if necessary):	6. Atitinkamų valdžios institucijų prašymu Šalys ir kiti teisės aktuose numatyti subjektai (jei būtina):
6.1. uz laiku pārtrauc dzelzceļa satiksmi pilnībā vai daļēji;	6.1. temporarily suspend rail traffic in whole or in part;	6.1. laikinai sustabdo visą ar dalį traukinių eismo;
6.2. uz laiku pārtrauc bagāžas pieņemšanu vai pieļauj to pieņemšanu tikai ar noteiktiem nosacījumiem.	6.2. temporarily suspend baggage acceptance or accept it only under certain conditions.	6.2. laikinai sustabdo bagažo priėmimą arba priima bagažą tik tam tikromis sąlygomis.
7. Pusēm ir tiesības ieviest vienošanās 6.punktā minētos ierobežojumus, ja tie ir nepieciešami saistībā ar apstākļiem, kurus infrastruktūras pārvaldītāji nevar novērst un kuru novēršana nav no tiem atkarīga. Pusei ir pienākums nekavējoties informēt otru Pusi par ieviestajiem ierobežojumiem.	7. Parties have the right to introduce the restrictions mentioned in the Article 6 of the Agreement, where they are necessary in the context of conditions which the infrastructure managers can not eliminate and the elimination of which is not dependent on them. The Party is obliged to immediately inform the other Party about the restrictions imposed.	7. Kai būtina, atsižvelgdamos į situacijos sąlygas, kurių infrastruktūros valdytojai negali pašalinti ir kurių pašalinimas nuo jų nepriklauso, Šalys turi teisę įvesti Susitarimo 6 straipsnyje nurodytus ribojimus. Šalys įsipareigoja nedelsdamos informuoti viena kitą apie pritaikytus ribojimus.
III. Citi noteikumi	**III. Other questions**	**III. Kiti klausimai**
8. Visa veida informācija, kas saistīta ar vienošanos un kas nav publiski pieejama, ir uzskatāma par konfidenciālu un var tikt izpausta trešajām personām vienošanās darbības laikā vai	8. All information related to the Agreement that is not publicly accessible shall be considered confidential and may be disclosed to third parties during or after the termination of the Agreement only	8. Visa su susitarimu susijusi informacija, kuri nėra prieinama viešai, laikoma konfidencialia ir tretiesiems asmenims gali būti atskleista susitarimo galiojimo metu arba jam pasibaigus tik rašytiniu

pēc tā termiņa beigām tikai ar otras Puses rakstisku piekrišanu, izņemot gadījumus, kas noteikti Latvijas Republikas vai Lietuvas Republikas tiesību aktos.	with the written consent of the other Party, except as provided for in the legislation of the Republic of Latvia or legislation ot the Republic of Lithuania.	kitos Šalies sutikimu, išskyrus Latvijos Respublikos ir Lietuvos Respublikos įstatymuose numatytus atvejus.
9. Strīdus, kas rodas starp Pusēm šīs vienošanās izpildes laikā risina rakstveidā, bet, ja risinājums netiek panākts, strīdu izskata 10 darba dienu laikā saskaņā ar Jaudas sadales shēmā noteikto domstarpību izšķiršanas procedūru vai attiecīgās valsts regulatīvajā iestādē.	9. Disputes arising between the Parties within capacity allocation procedure shall be resolved in accordance with the dispute resolution procedure within 10 working days specified in the Capacity Allocation Scheme or in the relevant regulatory body.	9. Tarp Šalių dėl pajėgumų suteikimo procedūros kilę ginčai sprendžiami, vadovaujantis ginčų nagrinėjimo tvarka per 10 darbo dienų, kuri išdėstyta Prieigos suteikimo schemoje arba atitinkamoje reguliavimo institucijoje.
10. Visi šīs vienošanās grozījumi izdarāmi rakstveidā, un tie kļūst par šīs vienošanās neatņemamu sastāvdaļu.	10. All amendments to this Agreement shall be made in writing and shall become an integral part of this Agreement.	10. Bet kokie šio susitarimo pakeitimai turi būti sudaromi raštu ir tampa sudėtine susitarimo dalimi.
11. Vienošanās ir sastādīta divos identiskos eksemplāros, katrs uz 6 (sešām) lapām, kopā ar pielikumiem. Katrai Pusei viens šīs vienošanās eksemplārs.	11. The Agreement is drawn up in two identical copies, each on 6 (six) pages incl. two annexes. Each Party has its own copy of this Agreement.	11. Susitarimas sudaromas dviem vienodais šešių (6) puslapių egzemplioriais, įskaitant priedus: kiekvienai Šaliai po vieną susitarimo egzempliorių.
12. Vienošanās stājas spēkā ar tās abpusēju parakstīšanas dienu, bet tās nosacījumi piemērojami ar 2019.gada 8.decembri un ir spēkā uz nenoteiktu laiku. Jebkura no Pusēm var izbeigt šo vienošanos rakstveidā vienojoties ar otru Pusi.	12. The Agreement shall enter into force on the date of its mutual signature, but provisions shall apply from 8 th december 2019 and be valid for an indefinite period. Either Party may terminate this Agreement upon the Agreement of other Party in written.	12. Susitarimas įsigalioja nuo 2019 metų gruodžio 8 d. ir galioja neribotai. Bet kuri susitarimo šalis gali jį nutraukti gavusi raštišką kitos šalies sutikimą.
13. Katra Puse 30 dienu laikā no šīs vienošanās spēkā stāšanās iesniedz infrastruktūras pārvaldītājam šo vienošanos publicēšanai. Ja viens vai abi infrastruktūras pārvaldītāji nepiekrīt publicēt šo vienošanos, Puses vienojas par citu publicēšanas veidu.	13. Each Party provide this Agreement to the infrastructure manager for publication within 30 days after entering into force of the Agreement. If one or both infrastructure managers are not agree to publish the Agreement, then Parties agree on other publication form.	13. Šalys pateikia šį susitarimą infrastruktūros valdytojui, kad per 30 dienų nuo susitarimo įsigaliojimo šis susitarimas būtų paskelbtas tinklo nuostatuose. Jei vienas ar abu infrastruktūros valdytojai atsisako paskelbti šį susitarimą tinklo nuostatuose šalys susitaria dėl bendro paskelbimo būdo.
14. Ja pastāv pretrunas starp šīs vienošanās noteikumiem un noteikumiem, kas ietverti kādā no nacionālajiem tiesību aktiem, noteicošie būs nacionālie tiesību akti.	14. If there is any inconsistency between the provisions of this Agreement and those in any national law, the terms of national law will prevail.	14. Jei yra nesuderinamumas tarp šio Susitarimo nuostatų ir nacionalinės teisės nuostatų, viršenybė suteikiama nacionalinės teisės nuostatoms.
15. Ja starp vienošanās tulkoto tekstu ir kādas pretrunas, primārais ir vienošanās teksts angļu valodā.	15. If there are any iinconsistencies among translated texts of the Agreement, the text written in English prevails.	15. Jei tarp verčiamų sutarties tekstų yra nesuderinamų, viršenybės principas suteikiamas anglų kalba parašytam tekstui.
16. Šai vienošanās ir pievienoti šādi pielikumi: 1. pielikums – infrastruktūras jaudas pieteikums Latvijas Republikā uz vienas lapas;	16. This Agreement is accompanied by: Annex 1 – capacity request in the Republic of Latvia on a single page;	16. Prie šio susitarimo pridedami: 1 priedas – prašymo dėl pajėgumų Latvijos Respublikoje pavyzdys, viename puslapyje;

2.pielikums – infrastruktūras jaudas pieteikums Lietuvas Republikā uz piecām lapām.	Annex 2 – capacity request in the Republic of Lithuania on five pages.	2 priedas – prašymo dėl pajėgumų Lietuvos Respublikoje pavyzdys, penki puslapiai.

LGI:
AB “Lietuvos geležinkelių infrastruktūra”
Įmonės kodas: 305202934
Mindaugo g. 12, 03225 Vilnius, Lietuva
El. paštas: lginfra@litrail.lt
tel. +370 5 269 3353

_____
K. Sankovski

LRN:
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Reģistrācijas Nr.40103361063
Dzirnavu iela 16, Rīga, Latvija, LV-1010
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Tālrunis: +37167803570

_____
J.Hudenko

_____
G.Lapiņš

Annex

CAPACITY REQUEST

No.	Name of the infrastructure section[1]	Number of trains[2]	Final destination[3]	Travelling frequency[4]	Type of traction unit (series)[5]	Train weight and length[6]	Speed limits of traction unit[7]	Dislocation of traction unit[8]	Work of locomotive crews[9]	Additional preparation operations[10]	Additional train maintenance sites[11]	Special passing conditions[12]	Official means of communication[13]

1 – must indicate the name of an infrastructure section according to the one mentioned in the infrastructure network report. Carriers, which have a changing number of trains within the limits of a single section, must divide said section in subsections according to stations in which number of trains changes;
2 – must indicate the estimated number of trains per day on average;
3 – must indicate the estimated distribution of trains over the final stations of the route by indicating the desired stops for each train for passengers transportation;
4 – must indicate travelling frequency or train movement conditions for a season, months or days of the week, as well as add the preferred time of train movement between the final stations of the section, if it is essential;
5 – must indicate the type of traction unit (series);
6 – must indicate the planned train weight and length (in physical units), which can be pulled by the respective traction unit within the applied infrastructure section (subject to all restrictions). In order to determine the length of passenger trains, the number of wagons must be identified;
7 – must indicate the highest possible speed of the traction unit within the infrastructure station (subject to all restrictions);
8 – must indicate the permanent location and turn-around point of traction units within the infrastructure section;
9 – must indicate the working order for locomotive crews at the particular train route, including at the turn-around points (also including information about whether any rest is provided for at those points);
10 – must indicate operations required to prepare a traction unit for movement (adding a breakdown by type of operation and the required time);
11 – must indicate the planned locations of technical service sites along the route (if required);
12 – must indicate special conditions affecting the time and conditions of train movement (if any), adding a detailed explanation;
13 – must indicate the official means of communication used with the applicant (contact information).

In addition the applicant must indicate the approximate time of train dispatch or arrival within the route of train movement, if it is relevant to the applicant, or include a note that the train path allocation can happen operationally.

Annex 2

(MODEL APPLICATION FORM)

_____

(the name of the applicant)

_____

(legal entity code, contact phone number, email address)

For Public Railway Infrastructure Manager

APPLICATION
FOR THE ALLOCATION OF PUBLIC RAILWAY INFRASTRUCTURE CAPACITIES FOR FREIGHT AND SERVICE TRAINS

_____No._____
(date)

1. Application Type (tick):

For the official train schedule *	Late submission *	Ad-hoc *

2. Application period (specify):

_____ – _____y. for the period of validity of train schedule timetable

3. Characteristics of freight and service train and route:

Seq. No.	Gauge	Train route			Train type (Please tick as appropriate)			Frequency (please specify daily, on working days, on even days of the month, etc.)	First date of the operation of the train	Final date of the operation of the train	Preferred time of departure from departure station (hours and minutes)	Stops and preferred duration of stops(minutes) **	Purpose of stopping	Train length (including the length of locomotive) For 1520 mm gauge, indicate the length in agreed wagons(agreed wagon length is 14 meters) For 1435 mm track, indicate the length in meters (m)	Gross weight of the train (including the weight of the locomotive), bruto(t)	Locomotive type	Number of traction units (numbers)	Comments***
		Departure railway station	Destination railway station	Intermediate railway station*	Freight trains	Single locomotives	Service trains										
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
1.					*	*	*											
2.					*	*	*											

* Indicate intermediate station if there is more than one route to reach destination
** Indicate if border crossing times are already agreed with neighboring IM.
*** Indicate cargo danger level, profile, absence of ALSS, etc.

(Manager or authorized person) (signature) (name, surname)

(prepared by: name, surname and telephone number)

(MODEL OF APPLICATION FORM)

_____

(the name of the applicant)

_____

(legal entity code, contact phone number, email address)

For Public Railway Infrastructure Manager

APPLICATION
ALLOCATING PUBLIC RAILWAY INFRASTRUCTURE CAPACITIES
FOR PASSENGER TRAINS

_____No._____
(date)

1. Application Type (tick):

For the official train schedule *	Late submission *	Last-minute *

2. Application period (specify):

_____ – _____ y. for the period of validity of train schedule timetable

3. Characteristics of passenger train and route:

No.	Gauge	Train route			Type of train (*tick*)				Driving Frequency and dates	Train start date	End date of the train run	Desired departure time from the original train station (hours, minutes)	Stops and their desired duration (min)*	The purpose of stopping	Maximum train length including traction unit (wagons), (m)		Train mass (including traction) mass of vehicle), gross (t)	Traction vehicle series	Number of tractive rolling stock (pieces)
		The original train station	Rear train station	Intermediate railway stations	International passenger	Local Passenger	Other passenger trains	Locomotives without							Workdays	On weekends and holidays			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1.					*	*	*	*											
2.					*	*	*	*											

* indicate whether border crossing times are coordinated with a company from a neighbouring third country

(Manager or authorized representative) (signature) (name, surname)

(organizer reference: name, surname, phone number, e-mail address)

3. Characteristics of passenger train and route:

Item No.	Train route (departure and destination stations)	Train type (*please tick as appropriate*)				Periodicity of the train (please specify: daily, on working days, on even days month and etc.)	Start and end dates of the operation of the train	Preferred time of departure from departure station (hours and minutes)	Stops and preferred duration of stops (minutes) *	Maximum length of the train (m)		Gross weight of the train (t)	Rolling stock traction unit series	Rolling stock traction unit force factor
		International passenger train	Local passenger train	Other passenger trains	Locomotives without wagons					On weekdays	On weekends and public holidays			
1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*	*12*	*13*	*14*	*15*
1.														
2.														

* stops and their preferred duration for each route may be indicated in separate annexes

_____ _____ _____

(head of undertaking or authorized person) signature (name, surname)

_____

(prepared by: name and telephone No)

Amendments to legal acts:

1. Order No V-101 of 2 July 2014 of the Head of the State Railway Inspectorate under the Ministry of Transport and Communications “On the Amendment to Order No V-304 of 16 May 2011 of the Head of the State Railway Inspectorate under the Ministry of Transport and Communications “On the Requirements for the Content of the Application for the Allocation of Public Railway Infrastructure Capacity” (the Register of Legal Acts, 2014, No 2014-09813).

18. DESCRIPTION OF THE PROCEDURE FOR ALLOCATING THE COSTS DIRECTLY INCURRED AS A RESULT OF OPERATING THE TRAINS (EXTRACT)

1. General provisions

1.1. The purpose of the description of the procedure for allocating costs directly incurred due to the operation of trains (hereinafter - the Description) is to identify and allocate the costs directly incurred due to the operation of trains of all the costs of AB “LTG Infra” (hereinafter - LTG Infra) and used to calculate the charge for the minimum package of access (hereinafter - the MPA) for the tariffs for use of the railway traffic and overhead contact line networkin accordance with the Rules for the calculation and payment of charges for the minimum package of access to public railway infrastructure and for the allocated, but unused, public railway infrastructure capacity, approved by Order No. 610 of the Government of the Republic of Lithuania “On the approval of the Rules for the calculation and payment of charges for the minimum package of access to public railway infrastructure and for the allocated, but unused, public railway infrastructure capacity” of 19 May 2004, (hereinafter - the Rules).

1.2. The description applies to all LTG Infra employees whose functions are directly related to the calculation of the rates for the payment for MPA train traffic and the use of the catenary network.

1.3. Terms and abbreviations used in the description:

Definition or abbreviation	Definition or explanation
Reference period	Last financial year.
CATRIN	Transport infrastructure cost allocation study published on https://trimis.ec.europa.eu/sites/default/files/project/documents/20101007_163347_88635_CATRIN%20-%20D12%20Conclusions%20and%20Recommendations.pdf.
WT	Type of work
Elasticity factor	Elasticity factor of operating costs, showing the correlation between the cost of train traffic and the average cost of public railway infrastructure, or showing the average change in the cost of running a train.
EU	European Union
ER and CRT	Cost and auxiliary repairs.
RSF services	The main, additional and/or auxiliary services related to railway transport provided at the railway service facilities (hereinafter - RSF) managed by LTG Infra.
Production cost centers	Units directly involved in the production of the service ....
Production order	The cost accumulator of the SAP CO module of the system, which accumulates the costs related to the production of products that are received in the warehouse.
CC (Cost Center)	LTG Infra organizational unit formed to identify the sources of LTG Infra costs and used for LTG Infra cost accumulation purposes.
CE (cost element)	Expenses incurred by LTG Infra that correspond to the expense accounts of the General Ledger (a document used in accounting where data from registers is collected and account balances are calculated) and their classification.
Period	Closing period covering the previous reporting calendar month.

Non-related costs	Non-operating costs incurred by LTG Infra for the provision of GPA and commercial services are indicated on the public infrastructure Infrastructure Manager's website.
Depreciation	Systematic allocation of the depreciable amount of an item of property, plant and equipment over its useful life.
PC (Profit Center)	LTG Infra is an organizational unit used for internal control purposes, which allows the formation of a full balance sheet (or only selected accounts) and a profit and loss statement.
SAP CO system	LTG Infra uses a financial accounting and business management system, the cost and performance management algorithms of which are implemented in the cost and performance management SAP CO module.
Technical cost centers	Used within the SAP CO System for technical purposes for cost allocation (service collectors), <...>.
WBS element	The SAP dimension is a division of labor structure that identifies and characterizes the product (project) being developed. The work division structure consists of 5 levels of WBS elements. WBS elements describe the tasks that must be performed or the objects that must be created during project execution.

1.4. Other terms used in the Description are explained in the Railway Transport Code of the Republic of Lithuania (hereinafter - RTC), the Rules and the European Commission Implementing Regulation (EU) 2015/909 on the procedure for calculation of costs directly incurred in the operation of trains (hereinafter - the Regulation).

2. Attribution of costs directly attributable to the operation of the train

2.1. Costs incurred directly as a result of operating the trains are allocated on the basis of the information collected in the SAP CO System.

2.2. The costs directly related to the operation of the trains are included in the 6 steps shown in Figure 1 and described in points 2.2.1 to 2.2.7 of the Description.

Fig. 1. Scheme for the calculation of costs directly attributable to the operation of the train

2.2.1. **Step 1. Identification of all costs associated with the provision of the MPA.** The SAP CO system generates two reports, the first - which records all costs of the PC (profit center) "X002 - Minimum access package" for the reporting period without cost and auxiliary repairs (Report No. S_ALR_87013611), the second - repairs recorded in WBS elements, recorded in production costs (cost and auxiliary repairs) according to the data of the finished calendar year (Report No. S_ALR_87013543). <...>.

2.2.2. **Step 2. Unrelated costs are deducted.** The costs identified in step 1 are deducted from the costs not related to the PPP, ... such as access railways, brakes, automated and mechanized roller coasters, accident response, sewage disposal, steam supply, etc. <...>.

In this step, non-related costs are separated by analyzing the types of works (hereinafter - WT). If the costs fall within the WT, which is included in the costs ..., those costs are automatically

eliminated. If it is not included in the WT, it is checked whether the CC (cost center) is included in the list of costs ... and if it is found, it is eliminated. <...>.

2.2.3. **Step 3. Ineligible costs are deducted.** The costs identified in Step 2 shall be reduced by the costs of LTG Infra that are classified as ineligible costs under the Regulation, in the following order:

2.2.3.1. deduct the costs corresponding to line 14 of Table 1 of the Description and the depreciation costs described in line 7 of Table 1 of the Description. At this stage, all depreciation costs are deducted ....

The ineligibility of costs is done by analyzing CE (cost elements). If the costs fall under the KE (cost element) that is attributed to depreciation, these costs are automatically eliminated. <...>.

2.2.3.2. the costs shown in row 10 of Table 1 of the Description relating to the costs of the auxiliary train at intermediate points ... shall be deducted. The attribution of these costs is done by analyzing the WT. <...>;

2.2.3.3. the costs referred to in row 11 of Table 1 of the Description relating to the electrical supply equipment required for traction current shall be deducted if these costs are not directly incurred as a result of operating the trains and using the electrical supply equipment. The cost of electricity supply equipment shall not be deducted where this cost is directly related to the provision of traction current to electric trains. Indirect costs of non-production, general, administrative and operational maintenance of the catenary, maintenance of the electricity grid and maintenance of the traction substations, all direct or indirect costs attributable to the maintenance of the overhead contact line and mains lighting equipment are identified as inadmissible ...;

2.2.3.4. the costs referred to in row 3 of Table 1 of the Description which relate to land rent, maintenance of land cadastres and the rental of other immovable property shall be deducted from the ineligible costs ...;

2.2.3.5. deduction of all operating costs listed in rows 1, 4, 5, 6, 9, 12 and 15 of Table 1 of the Description, including administrative, general, indirect, financing (debts, late interest, currency exchange rates), technological progress or ageing related costs as depreciation costs for assets not directly related to the operation of the train; indirect costs of fixed, mobile and internet services not directly related to the operation of trains; the cost of providing all the information needed to commence provision or provide a certain service for which public railway infrastructure capacity has been allocated; costs of maintenance and renovation of civil public railway infrastructure, such as building and engineering facilities, water supply, engineering networks, communications, utilities, public, commercial and other facilities necessary for the provision of services to the public, equipment rental, other unavoidable non-train-related costs of services and materials (indirect costs for railway stations, cars, laboratories, etc.). Also deducted are costs related to LTG Infra personnel not related to train operation, equipment and vehicle rental costs that are not related to train operation, other costs not directly related to train operation (automation subgroup, surveying, road transport, regional, video surveillance, etc.).) and all other costs incurred by the public infrastructure Infrastructure manager, even in the absence of train traffic. <...>;

2.2.3.6. ineligible and ancillary repair costs are separately identified. The costs relating to buildings other than rail or non-railway buildings shall be deducted <...>;

2.2.3.7. the costs related to track-side sensors, track-side communication equipment and signaling equipment referred to in row 8 of Table 1 of the Description shall be deducted if they are not directly incurred as a result of the operation of the trains. These costs fall into the cost groups detailed in rows 1, 4, 6, 9 and 15 of Table 1 of the Description;

2.2.3.8. the costs specified in row 13 of Table 1 of the Description shall be deducted;

2.2.3.9. The costs attributed to row 2 of Table 1 of the description do not relate to payments made by the public infrastructure Infrastructure manager;

2.2.3.10. fixed and other costs referred to in Article 4 of the Regulation may, by their nature, be assigned to several types of SGP costs referred to in points 2.2.3.1 to 2.2.3.9 of the Description, such as depreciation and overheads. In this case, the costs are assigned to only one type of cost and only the one that is first in the specified separation order, i. y. is included only in depreciation costs (the practical identification of SGP costs according to the costs referred to in Article 4 (1) of the Regulation is given in Table 1 of the Description).

Table 1. Practical identification of ineligible costs (according to the Regulation)

No.	Description according to the Regulation	The principle of separation is proposed	<...>
1	the fixed costs incurred by the infrastructure Infrastructure manager on operating a section of line, even in the absence of train traffic;	The groups of KC, KE, to which the costs attributed do not change at all due to train traffic are identified. Operating costs included in this group (all general, administrative, general, non-assigned, indirect costs of groups, divisions, departments, laboratories)	<...>
2	costs not related to payments made by the infrastructure Infrastructure manager. Cost or cost centers not directly related to the provision of a minimum access package or access to infrastructure connecting service facilities;	This type of cost has not been identified by the public infrastructure Infrastructure manager.	<...>
3	the cost of acquiring, selling, cleaning up, reclaiming or leasing land or the acquisition, sale, dismantling, cleaning or leasing of other fixed assets;	Expenses for renting land and other real estate fall into the category of ineligible expenses. Other costs of this type have not been identified by the public railway infrastructure Infrastructure manager.	<...>
4	network-wide overheads, including additional salaries and pensions;	Total operating costs of the SGP. Also according to the grouping of expenses in the SAP CO system, the following listed cost groups are included in this category in rows 1, 5, 6, 8, 9, 12, 15 of the table.	<...>
5	financing costs;	Total financing costs. These costs are recorded as financial and investment, which are classified as ineligible. All other tax and financial costs (doubtful and bad debts, interest on arrears) are included in the network overheads (shown in row 4 of the table).	<...>
6	costs related to technological progress or aging;	Impairment costs identified in this category are already included in the category of overheads (shown in row 4 of the table).	<...>
7	intangible asset costs;	Depreciation costs relate to software equipment, patents, licenses, prestige, etc. assigned to the depreciation category (specified in row 14 of the table).	<...>
8	the cost of track-side sensors, track-side communication and signaling equipment, if not directly incurred as a result of operating the trains;	Track-side signaling equipment, signaling stations, track-side communication equipment or costs attributed to track-side sensors (indirect costs of the non-production automation sub-group) are included in the cost categories in rows 1, 4, 6, 9, 15 of the table).	<...>
9	costs related to information equipment, non-railway communication equipment or telecommunications equipment;	The costs of fixed, mobile and Internet services are already included in the category of network overheads (indicated in row 4 of the table).	<...>
10	costs related to individual cases of force majeure, accidents and disruptions of services, without prejudice to Article 35 of Directive 2012/34 / EU;	This category includes costs related to the maintenance and operation of the auxiliary train.	<...>

No.	Description according to the Regulation	The principle of separation is proposed	<...>
11	costs related to the traction current necessary for the electrical supply equipment, if they are not directly incurred as a result of operating the trains. The direct costs of operating trains which do not require power supply equipment do not include the cost of operating the power supply equipment;	Costs related to the electrical supply equipment necessary for traction current, if these costs are not directly incurred as a result of operating the trains. The direct costs of operating trains that do not require power supply equipment do not include the cost of operating power supply equipment.	<...>
12	the costs related to the provision of the information referred to in point 1 (f) of Annex II to Directive 2012/34 / EU, except when incurred as a result of operating the trains;	The cost of preparing the information needed to start up or operate a service for which public railway infrastructure capacity has been allocated, where it is not incurred as a result of operating the train. These costs are separated in line 4 of the overhead table.	<...>
13	administrative costs related to the differentiated charging schemes referred to in Article 31 (5) and Article 32 (4) of Directive 2012/34 / EU;	LTG Infra does not charge such fees and therefore does not incur any related costs.	<...>
14	depreciation which is not determined by the actual depreciation of the infrastructure due to the operation of the trains;	All depreciation costs calculated in the business accounting system of the public infrastructure Infrastructure manager shall be deducted.	<...>
15	the part of the costs of maintaining and upgrading civil infrastructure which are not directly incurred as a result of operating the trains.	These costs belong to the category of fixed costs (buildings and engineering equipment, buildings and water supply, engineering networks, communications, utilities, public, trade and other objects necessary for the provision of services to the population) in line 1 of the table.	<...>

2.2.4. **Step 4. Only those operating costs of the public railway infrastructure that are partly variable based on the train traffic are deducted.**

The costs assigned to steps 1 to 3 are the average annual operating costs of the public railway infrastructure, which vary with train traffic <...>

2.2.4.1. According to the results of the CATRIN study, which, based on the results of 7 studies in Western and Central Europe, found a correlation between train traffic and the cost of operating public railway infrastructure, and given that part of the cost of operating public railway infrastructure varies more, less, the average elasticity coefficient is applied to all variable costs related to train traffic obtained in step 3 (Table 2 of the description).

According to the CATRIN study, the marginal operating costs of public railway infrastructure (hereinafter referred to as “Operating costs”) are calculated by multiplying the average annual operating costs (calculated in step 3) by the recommended elasticity factor (CATRIN):

Operating costs = *average annual operating costs * elasticity factor, where:*

Average annual operating costs - the costs obtained after Step 3.

The ***elasticity factor*** - the value recommended by CATRIN depending on the current train traffic intensity (low, medium, high) in that year and is given in Table 2.

Table 2. Elasticity factors at different train traffic intensities

Train traffic intensity Traffic intensity	Low	Medium	High
Train traffic intensity range (ton-km / 1 km of rail)	< 3,000,000	3,000,000-10,000,000	> 10,000,000
The coefficient of elasticity of use is recommended	0.2	0.3	0.45

Note. The coefficients of elasticity are applied according to the conclusions of the CATRIN study, which are calculated on the basis of the 1 435 mm gauge lines used. LTG Infra's expert assessment compared the maintenance costs of 1 km of public railway infrastructure to the costs of operating the 1 435 mm and 1 520 mm gauge railway lines and found that the maintenance costs of public railway infrastructure do not change for 10 years under the same parameters of public railway infrastructure.

2.2.5. **Step 5. Marginal renovation costs, which are partly variable depending on the train traffic, are added.**

Pie, according to Description 2.2.4. In accordance with the procedure set out in point 1, the estimated marginal costs of upgrading the public railway infrastructure shall be added to the estimated costs, which shall be calculated as follows:

Marginal renovation costs = annual renovation costs * average renovation elasticity factor, where:

Annual renovation costs are determined on the basis of the actual values of investments in public railway infrastructure renewal projects during the reporting year, excluding EU co-financed projects and other repairs identified in Step 3 of the Description, and minus projects whose investment / expenditure is not directly attributable. on the variable cost of train traffic.

Average renovation elasticity factor - 35 percent, recommended by CATRIN.

2.2.6. **Step 6.** All the steps in points 2.2.1 to 2.2.5 of the Description result in costs that are directly incurred as a result of operating the trains.

2.2.7. For the purpose of allocating the costs directly attributable to the operation of the train, the charges for the operation of the MPA train traffic and the use of the catenary, the breakdown of direct costs without depreciation into MPA (excluding catenary) and direct costs of catenary use is given in the ZKE24 profitability report (Table 3, steps 1 and 2). According to the data provided in the profitability report of ZKE24, the percentage of the costs of using the PPP and the catenary network out of the total direct costs is determined (steps 3 and 4 in Table 3 of the Description). Once the percentages of direct costs have been determined, the costs directly attributable to the operation of the trains are allocated to the costs of train traffic and catenary services according to the percentages obtained in steps 3 and 4 of Table 3 of the Description (steps 5 and 6 of this table).

Table 3. Allocation of costs directly attributable to the operation of the train to the operation of the train running and overhead contact network

Action No.	Indicator	Result
1	MPA direct costs for the previous financial year (according to the ... profit deduction) without depreciation (SAP CO system data)	A Eur
2	Direct costs of using the catenary network for the previous financial year (according to the <...> profit deduction) without depreciation (SAP CO system data)	B Eur
	TOTAL:	A+B Eur

Action No.	Indicator	Result
3	Percentage of MPA direct costs for the previous financial year (according to the <...> profitability deduction) according to SAP CO system data	A * 100 / (A + B) = C1 %
4	Percentage of direct costs for the use of the catenary network in the previous financial year (according to the ... profitability statement) according to SAP CO system data	B * 100 / (A + B) = C2 %
	TOTAL:	100 %
5	Part of the costs directly attributable to the operation of the train is included in the MPP (excluding the use of the catenary)	All costs directly related to the operation of the trains after all steps of the Description * C1 / 100, Eur
6	Part of the costs directly incurred as a result of operating the trains is allocated to the use of the catenary	All costs directly related to the operation of the trains after all steps of the Description * C2 / 100, Eur

3. Final Provisions

3.1. The description is reviewed at least every 5 (five) years and updated if necessary.

19. METHODOLOGY FOR THE IDENTIFICATION OF SEGMENTS OF THE RAIL TRANSPORT MARKET AND THE ASSESSMENT AND DETERMINATION OF THE ABILITY OF RAILWAY UNDERTAKINGS (CARRIERS) OPERATING IN THESE SEGMENTS TO PAY MARK-UPS (EXTRACT)

PART I. GENERAL PROVISIONS

1.1. The Methodology for the identification of segments of the rail transport market and for the assessment and determination of the ability of railway undertakings (carriers) operating in these segments to pay mark-ups (hereinafter - Methodology) establishes the procedure for the identification of segments of the rail transport market and for the assessment and determination of the ability of railway undertakings (carriers) operating in these segments to pay mark-ups.

1.2. The Methodology applies to the employees of AB "LTG Infra" whose functions are related to the determination of the list of segments of the rail transport market and the assessment and determination of the ability of railway undertakings (carriers) operating in these segments to pay mark-ups.

1.3. Terms and abbreviations used in the Description:

Definition or abbreviation	Definition or explanation
KN	Common freight nomenclature codes.
EU	European Union
EU countries	The 27 European countries belonging to the European Union at the time of the development of the Methodology, the United Kingdom and Switzerland, which are analysed in the assessment of segments and pairs of segments according to the assessment criterion "Identification of segment in other EU countries".
EUR	Euros.
HP filter	Holdrick Prescott filtras (Microsoft Excel plug-in).
Total price	Segment price for carriage on the public rail infrastructure, comprising the train traffic fee rate and fee rate for the carriage of passengers, luggage and/or freight assigned to the segment where the mark-up may be applied, (EUR/tkm gross and/or Eur/tkm net).
IV	Public railway Infrastructure Manager.
GTK	Rail Transport Code of the Republic of Lithuania;
MPP	Minimum access package for public rail infrastructure.
Planned IV costs	Costs of the Infrastructure Manager for the calendar year, for which the assessment to bear mark-ups is performed, indicated in the contract for ensuring the quality and financing of public railway infrastructure and railway service facilities owned by the State of Lithuania. These costs are decreased by IV costs, directly incurred while providing the use of overhead contact line services.
Planned IV costs directly incurred while providing the use of overhead contact line services	Actual average costs of the Infrastructure Manager for the 5 most recently completed calendar years[9], adjusted according to the average annual inflation rate in the Republic of Lithuania for the last calendar year preceding the year for which the assessment of possibility to pay mark-ups is carried out (based on the data of the Lithuanian Statistical Department on the annual inflation rate in the last calendar year preceding the year for which the assessment of possibility for pay mark-up is carried out).
PSO	A public passenger and baggage carriage service by rail, provided on the basis of a public service agreement concluded between an institution authorised by the Government of the Republic of Lithuania and a railway undertaking (carrier).
Optimal price	The total price calculated by the IV by applying the optimisation function to the relevant period of the service train timetable in accordance with the procedure

[9] The term depends on the time limit set out in the Payment rules, which shall be used for the calculation of the payment rate for the use of the contact railway line network during the period of the service train timetable for which the assessment of the ability to pay is made.

Definition or abbreviation	Definition or explanation
	set out in Part III of the Methodology and comprising the train traffic fee and the segment mark-up.
Segments	Segments of the rail transport market.
Segment elasticity sections	Minimum and maximum limits of total price, which are set separately for each of the segments identified and which define the extremes of the optimisation function's performance within which the optimal price for the segments can be determined.
Calculator	A tool for assessing and determining the ability of railway undertakings (carriers) to pay mark-ups in segments of the rail transport market.
Agreement	Agreement for ensuring quality and financing of public railway infrastructure and railway service facilities owned by the Lithuanian state.
Gross Tkm	A unit of measurement of rail transport volumes expressed in gross tonne-kilometres (including locomotive and wagon weights).
Tkm net	A unit of measurement of rail transport volumes expressed in net tonne-kilometres (not including locomotive and wagon weights).
USD	United States dollars.
Carrier	Railway undertaking (carrier).
Payment rules	Rules for calculation and payment of the fee for the minimum access package, the fee for the use of the public railway infrastructure for the provision of rail transit services and the fee for the allocated but unused capacity of the public railway infrastructure, approved by Resolution No. 610 of the Government of the Republic of Lithuania “On the approval of the Rules for Calculation and Payment of Fees for the Minimum Access Package, Fees for Usage of Public Railway Infrastructure to Provide Transit Railway Services and Fees for Allocated but Unused Capacity of Public Railway Infrastructure” of 19 May 2004
Carriage services	Services for the carriage of passengers, luggage and/or freight on domestic and/or international routes.

1.4. Other terms used in the Methodology shall have the meaning given to them in the GTK and the Payment rules.

PART II. ASSESSMENT AND IDENTIFICATION OF SEGMENTS

Section 1. General provisions for the assessment and identification of segments

1.1. The IV shall assess and identify segments and segment pairs in accordance with the GTK and the procedures for assessing segments and segment pairs set out in Section 2 of the Methodology.

1.2. In accordance with Article 25^1 of the GTK, the IV, prior to identifying segments, should assess at least the following segments: freight services, passenger services within the framework of a public service contract and other passenger services as well as the following segments pairs:

1.2.1. passenger, baggage and freight services by rail;

1.2.2. services for the carriage of dangerous goods and other goods by rail;

1.2.3. domestic and international services by rail;

1.2.4. combined passenger services and direct train passenger services (passenger trains that can reach the required station without the passenger having to change trains);

1.2.5. services of carriage of freight by direct trains (trains, that go from the departure to the finish railway station without being re-formed in the intermediary railway stations) and freight freight with assembled trains (trains, that delivery wagons to intermediary railway stations and collect wagons from there);

1.2.6. regular and occasional train services.

1.3. In addition to the assessment of segments and segment pairs referred to in point 1.2 of this Methodology, the IV may also assess other segment pairs that are specific to the rail transport market, including but not limited to the segments referred to in parts 4 and 5 in Article25[1] of the GTK.

1.4. Segments and pairs of segments are assessed according to the evaluation criteria by assigning a score to each criteria in accordance with the procedure set out in Section 2 of the Methodology.

1.5. Once the segments on which mark-ups may be applied are identified, the list of segments shall be approved and published in accordance with the procedures laid down in the GTK.

Section 2. Procedures for the assessment of segments and pairs of segments

2.1. The IV shall assess the segments and pairs of segments according to the segment assessment criteria set out in Table 1, considering aspects and explanations provided, and shall award a score.

2.2. For the assessment of segments and pairs of segments according to the assessment criteria set out in Table 1 of Section 2 of the Methodology, the IV shall use the following data sources as appropriate:

2.2.1. Information from carriers;

2.2.2. data from secondary sources (carriers' publicly available information, their performance reports and other sources).

2.3. A segment and/or a pair of segment shall be further evaluated in accordance with Part III of the Methodology when both conditions are met: the total of the scores awarded in the evaluation of the criteria set out in Table 1 is at least 5 points and each criteria, with the exception of the criteria “Segment identification in the other EU countries", is awarded a score of at least 0.5 points, and the results of the evaluation of the other segments and segment pairs and the context of the rail transport activities are taken into account.

2.4. After assessing the segments and pairs of segments according to the assessment criteria, the IV shall further assess the segments in accordance with the procedure set out in Part III of the Methodology.

Table 1. Criteria for assessing segments and pairs of segments

Criteria	Aspects and explanations how to assess criteria	Scoring procedure				
		0	0,25	0,50	0,75	1
Efficiency of segment identification	The assessment whether defining a segment and/or a pair of segments would have an impact on the transport volumes (productivity)	Defining a segment and/or a pair of segments has negative consequences - the transport volumes of the assessed segment and/or a pair of segments may be reduced (productivity))	-	There are no consequence of defining a segment and/or a pair of segments: ▪ the transport volumes (productivity) of the segment and/or a pair of segments being assessed remain unchanged	-	Defining a segment and/or a pair of segments has positive consequences: • the transport volumes (productivity) the segment and/or a pair of segments being assessed potentially increases
Transparency of segment identification	The assessment whether defining a segment and/or a pair of segments can be based on clear rules and criteria, and whether carriers record data on the transport services attributed to a segment and/or a pair of segments	There are no clear rules and criteria for a segment and/or a pair of segments to be distinguished **and** Carriers do not record data on the transport services attributed to a segment and/or pair of segments	-	There are no clear rules and criteria for the segment and/or a pair of segments to be distinguished, but carriers record data on the transport services attributed to the segment and/or a pair of segments **or** the segment and/or a pair of segments has clear rules and criteria to allow the segment to be distinguished, but carriers do not record data on the carriage services allocated to the segment and/or pair a of segments	-	The segment and/or a pair of segments has clear rules and criteria to enable the segment to be distinguished **and** carriers record data on the transport services attributed to a segment and/or a pair of segments

Criteria	Aspects and explanations how to assess criteria	Scoring procedure				
		0	0,25	0,50	0,75	1
Non-discrimination/competitiveness	The assessment whether there is a difference in the conditions for access to transport services between carriers and their customers (irrespective of their market share) operating in the segment and/or a pair of segments identified	**Carriers** operating in a segment and/or in a pair of segments have **different conditions of operation** irrespective of their market share **and/or** **Customers of carriers** operating in a segment or in a pair of segments have different conditions for access to transport services irrespective of their market share	-	**Carriers** operating in a segment and/or a pair of segments have **equal conditions of operation** irrespective of market share **or** **Customers of carriers** operating in a segment or a pair of segments have equal access to the same conditions of access to transport services irrespective of the market share of the carrier	-	**Carriers** operating in a segment and/or a pair of segments have **equal conditions of operation** irrespective of their market share **and** **Carriers' customers** operating in a segment or a pair of segments shall have equal conditions of access to transport services, irrespective of the market share of the carrier
Segment identification in other EU countries	Assessment of whether other EU countries have identified the same segment and/or pair of segments	Segment and/or pair of segments in the EU countries analysed - not identified	The segment and/or pair of segments is identified in two or fewer of the EU countries analysed	A segment and/or segment pair I identified in more than two but less than eight of the EU countries analysed	A segment and/or pair of segments is identified in more than eight but less than 15 of the EU countries analysed	A segment and/or a pair of segment identified in more than 15 EU countries analysed

Criteria	Aspects and explanations how to assess criteria	Scoring procedure				
		0	0,25	0,50	0,75	1
Segment homogeneity	It assesses whether: there is a risk of overlap between a segment and/or a pair of segments and other segments and/or pairs of segments, and whether this could lead to a risk of double charging for the same passenger, baggage or freight services when assessing the published prices of services by carriers; there is no risk of overlap between the segment and/or a pair of segments and other segments and/or a pair of segments in terms of the characteristics of the passenger services (direction of carriage, distance of carriage, additional services, speed of carriage, duration of carriage or other characteristics disclosed by the carriers in their publicly available information) or of the freight services (type of freight, direction of carriage, frequency of carriage or other characteristics disclosed by the carriers in their publicly available information)	A segment and/or a pair of segments overlaps with other segments and/or pairs of segments, creating a risk of double charging for the same passenger, baggage or freight services when assessing the prices published by carriers, **and** the segment and/or pair of segments overlaps with other segments and/or pairs of segments in the assessment of the characteristics of the passenger service (as indicated in the column "Aspects and explanations how to assess criteria" of this table) or the characteristics of the freight service (as indicated in the column "Aspects and explanations how to assess criteria" of this table)	-	A segment and/or pair of segments overlaps with other segments and/or pairs of segments, which creates a risk of double charging of the same passenger, baggage or freight services, in terms of the prices published by the carriers, but the segment and/or pair of segments does not overlap with other segments and/or pairs of segments in the assessment of the characteristics of the passenger services (as indicated in the "Aspects and explanations of the criterion assessment" column of this table) or of the characteristics of the freight services (as indicated in the "Aspects and explanations of the criterion assessment" column of this table) **or** A segment and/or pair of segments does not overlap with other segments and/or pairs of segments, which creates a risk of double charging of the same passenger, baggage or freight services, in terms of the prices published by the carriers, but the segment and/or pair of segments does not overlap with other segments and/or pairs of segments in the assessment of the characteristics of the passenger services (as indicated in the "Aspects and explanations of the criterion assessment" column of this table) or of the characteristics of the freight services (as indicated in the "Aspects and explanations of the criterion assessment" column of this table)	-	A segment and (or) a pair of segments do not overlap with other segments and (or) pairs of segments, thus managing the risk of double charging for the same passenger, baggage or freight services when assessing the published prices of services by carriers, and the segment and/or pair of segments does not overlap with other segments and/or pairs of segments in the assessment of the characteristics of the passenger service (as indicated in the column "Aspects and explanations of the criterion assessment" of this table) or the characteristics of the freight service (as indicated in the column "Aspects and explanations of the criterion assessment" of this table)

Criteria	Aspects and explanations how to assess criteria	Scoring procedure				
		0	0,25	0,50	0,75	1
The segment's requirements for carriage services are very different compared to the carriage services requirements set for the other segments and/or segment pairs	The assessment shall consider whether the cost, price or quality requirements of the carriage services differ significantly in relation to the assessment of these aspects: • the cost of operating in a segment and/or a pair of segments varies considerably according to the carrier survey data, given the same assumptions (volume, distance, route). In the event of differences in the responses collected in the carrier survey, the assessment of significant differences in the above-mentioned aspects shall be carried out by weighting the responses with the highest number of identical choices. If only two carriers participated in the survey and their answers differ, the information of the carrier with the largest market share (volume) in the segment is used • the cost of carriage services in a segment and/or a segment pair differs significantly when, on the basis of the carriers' publicly available information on the cost of operating their transport services (tariffs or fares), the cost of operating the carriage services of that segment and/or segment pair differs by more than 5%[10] from the cost of operating the carriage services of the other segments on the basis of the same assumptions (volumes, distances, routes). • the quality requirements for the provisions of carriage services at the segment and/or segment pair, as laid down in the Regulation of the European Parliament and of the Council[11] or in the Rules on the Carriage of Goods by Rail[12], are different from the quality requirements for the operation of the transport services for other segments.	No differences were found between the transport services of a segment and/or a pair of segments in any of the aspects assessed, i.e. neither in terms of the cost of the provision of transport services, nor in terms of the price of the transport services, nor in terms of the quality of the transport services.	-	-	-	The transport services of the segment and/or pair of segments differ in at least one of the aspects listed in the column "Aspects and explanations how to assess critria" of this table, i.e. in terms of the cost of the transport services, the price of the transport services or the quality requirements of the transport services

[10] this size was established during the preparation of the Methodology and the market study carried out at the time of its preparation. Participants in the market study indicated that 3-5% of MPP annual costs increase is significant.
[11] Regulation (EC) No 1371/2007 Of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations
[12] Approved by 20 June 2000. Order of the Minister of Transport and Communications of the Republic of Lithuania No. 174

PART III. IDENTIFICATION OF SEGMENTS IN WHICH MARK-UPS MAY BE APPLIED, DETERMINING MARK-UPS

3 Section. General provisions

3.1. After assessing and identifying the segments according to the assessment criteria, the IV further assesses whether the carriers in are able to pay the mark-ups (hereinafter - assessment of ability to pay) within those segments. This assessmentof ability to pay is carried out using the Calculator, <...>.

3.2. The "Solver" calculator's plug-in calculates the optimal price for the segments identified and uses it to determine the size of the markups for the segments where mark-ups can be applied by applying the optimisation function (the flowchart of the optimisation function is shown in Figure 1). The optimisation function uses the following elements:

3.2.1. forecasted traffic volumes, which shall be assessed in accordance with the procedure set out in Section 4 of the Methodology;

3.2.2. the elasticity coefficients of the segments identified, calculated in accordance with the procedure set out in Section 5 of the Methodology;

3.2.3. the elasticity of the segments identified, which shall be determined in accordance with the procedure set out in Section 6 of the Methodology;

3.2.4. The costs incurred by the IV while performing the IV's functions (excluding costs directly incurred while providing the use of overhead contact line services) in the year for which the assessment of ability to pay is made;

3.2.5. The estimated revenue of IV for the year under assessment, which shall be estimated after aggregating the revenue from passenger, baggage and freight transit charges, the revenue from freight charge when freight is transported from or to third countries and the revenue from train traffic charge, excluding revenue from train traffic charge which are generated while providing transportation services of passengers, baggage and freight services allocated to the segment.

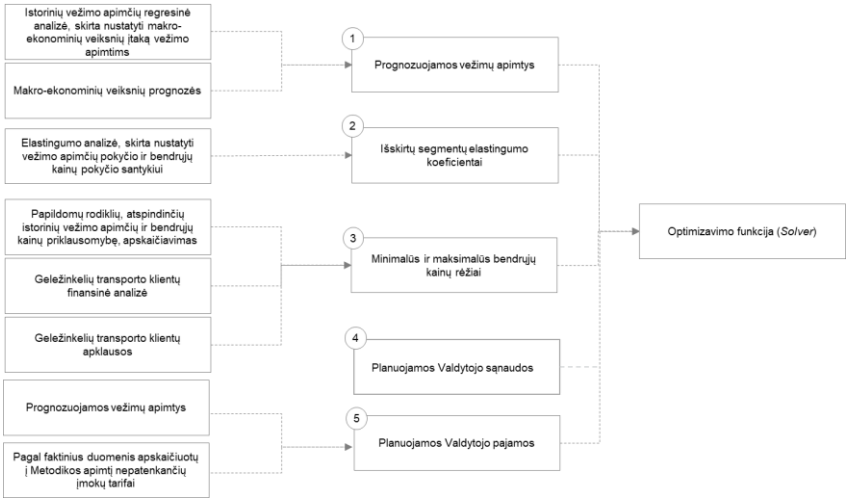

Figure 1. Flowchart of the optimisation function

3.3. The elements of the optimisation function referred to in points 3.2.1 to 3.2.5 of this section of the Methodology are calculated using:

3.3.1. Data on transport volumes available to the IV for the 5 calendar years ending before the year in which the assessment of ability to pay is made. If, due to circumstances beyond the control of the IV and/or the carriers, which could not be planned and influenced, there was one calendar year during the period in question, for which the total traffic volumes (without considering separately the volumes of each segment) on the infrastructure network do not reflect the trend of traffic volumes for the period in question, the traffic volumes of such a calendar year are not to be assessed. In this case, the sample of transport volume data shall be adjusted by adding transport

volume data for calendar years earlier than those referred to in the first paragraph of this point, so that a total of 5 calendar years of data is considered;

3.3.2. data provided by the carriers on their customers, the KN codes of the goods carried, the intermodal units, the direction of carriage of the segments identified, the train working volume (tkm gross), the carriage of freight (tkm net) of the segments identified, the volumes of carriage of PSO, non-PSO and other data, based on the last completed calendar year preceding the year in which the size of payable mark-up for the segments identified is being assessed;

3.3.3. data available to the IV on the actual total price of the segments identified. In case, the segments identified according to Section II of the Methodology are new and (or) other segments and they differ from the ones approved and published in the Network Statement during a period of 5 ended calendar years, prior to the years on which the assessment of ability to pay is made, the following should be calculated: theoretic total price of a segment identified, which is received IV revenue from new and (or) other segments dividing by transportation volumes during the above mentioned period;

3.3.4. actual data on macro-economic factors, based on forecast data for the 5 completed calendar years preceding the year in which the assessment of ability to pay is carried out, and for the calendar years of these factors in which the assessment of ability to pay is carried out, and for the 2 calendar years following the year in which the assessment of ability to pay is carried out, which are derived from an analysis of publicly available data.

Section 4. Forecasting transport volumes

4.1. IV shall forecast the traffic volumes of the segments identified for 3 calendar years, starting with the calendar year in which the assessment of ability to pay is made, and for the next 2 calendar years following the year in which the assessment of ability to pay is made, by doing the following:

4.1.1. use data on the actual transport volumes of the segments identified for the 5 calendar years as referred to in point 3.3.1 of the Methodology <...>, including data provided by carriers <...>;

4.1.2. eliminate variations in the transport volumes of selected segments at selected intervals with the help of the HP filter. <...>;

4.1.3. collect data on macro-economic factors likely to affect the transport volumes of the segments identified, for the same 5 calendar years ending in the same year, in the manner specified in point 3.3.1 of the Methodology, and organise them quarterly;

4.1.4. after carrying out the steps set out in points 4.1.1.1 to 4.1.3 of the Methodology, construct linear regression models to identify the correlation between the different macro-economic factors and the traffic volumes of the segments identified, which best reflects the dependence of the variation in the traffic volumes on the variation in the macro-economic factors, and determine the coefficients of the linear regression models of these factors. When building linear regression models, the IV searches for the combination of traffic volumes of the segments and the macroeconomic factors that explain them, for which the linear regression correlation coefficient (R) is highest. Acceptable values for the linear regression correlation coefficient are those greater than 0.85 (R>0.85). <...>;

4.1.5. when constructing linear regression models in accordance with point 4.1.4. of the Methodology, IV shall first check the dependence of the transport volumes of the segments from macro-economic factors such as: exports (in thous. EUR); imports (thous. EUR); gross trade (export and import amounts; thous. EUR); world wheat harvest (million tonnes); wheat prices (USD/t); oil prices (USD/t). Depending on the segments identified, the IV may complement and/or replace the above mentioned macro-economic factors with other macro-economic factors;

4.1.6. make a forecast of the macro-economic factors identified in accordance with point 4.1.4 of the Methodology for a period of 3 calendar years starting in the calendar year in which the

assessment of the ability to pay is made, and for the following 2 calendar years following the year indicated. For forecasting purposes, the IV shall rely on publicly available data on forecasts of macro-economic factors identified in accordance with point 4.1.4 of the Methodology. <...>;

4.1.7. forecast the transport volumes of the segments identified using linear regression models developed in accordance with the procedure set out in point 4.1.4 of the Methodology and the forecast data on macro-economic factors assessed in point 4.1.6 of the Methodology. In the event that linear regression models do not identify the best combination of transport volumes and the macro-economic factors that reflect these volumes (a combination with an acceptable correlation coefficient is not identified), and/or in the event that transport volumes have been influenced by circumstances beyond the control of the IV and/or the carriers, which are not possible to plan and influence, the IV shall forecast the transport volumes of the segments identified:

4.1.7.1. equate the annual change in traffic volumes of identified segments to the average annual change in traffic volumes for the 5 calendar years in accordance with the procedure set out in point 3.3.1 of the Methodology, or;

4.1.7.2. by expert assessment for 3 calendar years, starting in the calendar year in which the assessment of ability to pay is carried out and for the following 2 calendar years after that year.

4.2. IV forecasts the volumes of traffic, which is not assigned to the segment, for 3 calendar years, starting with the calendar year in which the assessment of the ability to pay is made, and for the following 2 calendar years after that year, on the basis of expert judgement.

Section 5. Calculation of the elasticity coefficients of identified segments

5.1. IV calculates the elasticity coefficients of identified segments, which show the dependence of the traffic volumes of the segments identified on the total price, by doing the following:

5.1.1. uses monthly actual transport volumes data of the identified segments for the 5 calendar years ending in the manner set out in point 3.3.1. of the Methodology <...>;

5.1.2. removes short-term fluctuations from the transport volumes identified in accordance with point 5.1.1. of the Methodology by while using the HP filter <...>;

5.1.3. uses the estimated actual monthly total prices for the 5 completed calendar years determined in accordance with the procedure set out in point 3.3.1. of the Methodology <...>;

5.1.4. considers that the 5 completed calendar years, as defined in point 3.3.1. of the Methodology, consist of five periods of 12 months each (hereinafter - period) <...>;

5.1.5. assesses deferral of actual total price data of the identified segments for a period of 12 months[13] (one period), taking into account the carriers' practice of entering into long-term agreements with an average duration of 2 years <...>. In the absence of long-term agreements with carriers, the IV does not assess the deferral of actual gross price data for the distinguished segments;

5.1.6. constructs linear regression models for the traffic volumes of the segments identified in accordance with point 5.1.2 of the Methodology and the total prices determined in accordance with the procedure set out in point 5.1.3 of the Methodology and determines the coefficients of the linear regression equations (b)[14] <...>;

5.1.7. calculates the elasticity coefficients of the segments identified using the formula[15]:

$$E_{(i)} = b_i \times \left(\frac{(Q_{Max_i} + Q_{Min_i})}{2}\right) \div \left(\frac{(P_{Max_i} + P_{Min_i})}{2}\right), \text{ wheras}$$

$E_{(i)}$ - the elasticity coefficient of the relevant segment identified;

13 the 12-month period is based taking in consideration, that i) all Agreements with an average duration of two years will expire at different times over the next 2 years, and ii) on average all Agreements will expire after 1 year.

14 The coefficient of the linear regression equation shows the change in the volume of traffic of the distinguished segment after a one-unit change in the segment's actual gross price.

15 For a more extensive explanation of the elasticity formula, see the book Introductory Business Statistics), section 13.6. Public access: https://assets.openstax.org/oscms-prodcms/media/documents/IntroductoryBusinessStatistics-OP.pdf

$b_{(i)}$ - the coefficient of the linear regression equation for the relevant segment identified, calculated in accordance with the procedure set out in point 5.1.6. of the Methodology;

$Q_{Max(i)}$ - the maximum transport volumes for the relevant segment identified within the framework from the second to fifth (last) period, if the deferral of actual total price data for the segments identified has been assessed by the IV in accordance with the procedure laid down in sub-point 5.1.5 of the Methodology, or the maximum transport volumes in the first to fifth period, if no deferral of actual total price data for the segments identified has been assessed by the IV in accordance with the procedure laid down in sub-point 5.1.5 of the Methodology;

$Q_{Min(i)}$ - the minimum transport volumes for the relevant segment identified within the framework from the second to fifth (last) period, if the deferral of actual total price data for the segments identified has been assessed by the IV in accordance with the procedure laid down in sub-point 5.1.5 of the Methodology, or the minimum transport volumes in the first to fifth period, if no deferral of actual total price data for the segments identified has been assessed by the IV in accordance with the procedure laid down in sub-point 5.1.5 of the Methodology;

$P_{Max(i)}$ - the maximum total price for the relevant segment identified within the framework from the first to fourth period if the deferral of actual total price data for the segments identified has been assessed by the IV in accordance with the procedure set out in sub-point 5.1.5 of the Methodology, or the maximum total price in the first to fifth period if no deferral of actual total price data for the segments identified has been assessed by the IV in accordance with the procedure set out in sub-point 5.1.5 of the Methodology;

$P_{Min(i)}$ - the minimum total price for the relevant segment identified within the framework from the first to fourth period if the actual total price data for the segments identified have been deferred in accordance with the procedure set out in sub-point 5.1.5 of the Methodology or the minimum total price for the first-fifth period if the actual total price data for the segments identified has not been deferred in accordance with the procedure set out in sub-point 5.1.5 of the Methodology

5.1.8. assess the estimated elasticities of the segments identified in accordance with the following procedure:

5.1.8.1. only elasticities with a negative value are assessed according to the following principles:

5.1.8.1.1. if the elasticity coefficient of the segment identified is less than -1, the traffic volumes of this segment are considered to be elastic to the actual total price, i.e. as the total price increases, the traffic volumes decrease;

5.1.8.1.2. if the elasticity coefficient of the segment identified is between 0 and -1, the traffic volumes of this segment are considered to be inelastic to the actual total price, i.e. as the total price increases, the traffic volumes also increase (no correlation between the total price and the volumes of traffic);

5.1.8.1.3. if the elasticity coefficient of the segment identified is equal to -1, the change in the traffic volumes of this segment is considered to be equal to the actual change in the total price, i.e. an increase/decrease in the total price leads to an increase/decrease in the traffic volumes;

5.1.8.2. elasticity coefficients with a negative value are used in the optimisation function referred to in point 7.1 of the Methodology to adjust the maximum forecast of traffic volumes. <...>;

5.1.8.3. Elasticities with positive values are not assessed.

5.2. The IV shall not calculate the elasticity coefficients for the segments identified if the IV determines that the segments identified have been subject to fixed total prices for the 5 completed calendar years determined as set out in sub-point 3.3.1. of the Methodology <...>.

Section 6. Determination of the elasticity limits of the segments identified

6.1. The IV sets the elasticity limits of the segments identified separately for each segment.

6.2. IV shall determine the initial elasticity limits of the segments identified by following the steps set out in points 6.2.1.1 to 6.2.6 of the Methodology:

6.2.1. uses the same monthly traffic volume data for the segments identified, in accordance with the following procedure:

6.2.2. uses the same monthly actual total price data for the segments identified as set out in point 5.1.3 of the Methodology;

6.2.3. calculates the additional indicators for the segments identified, which are referred to in points 6.2.3.1 to 6.2.3.3 of the Methodology <...>. The additional indicators, which are calculated for the periods determined in accordance with the procedure set out in point 5.1.4 of the Methodology, are further used by the IV to determine the elasticity limits of the segments identified;

6.2.3.1. the average total price for the period, which is calculated as the average of the monthly total prices for one period;

6.2.3.2. the annual change in the period's average total price, calculated as the percentage change in the average total price of two consecutive periods <...>;

6.2.3.3. the change in traffic volumes at the beginning and end of the period, calculated as the percentage change in traffic volumes of the segments identified at the end and beginning of the period <...>;

6.2.3.4. calculates a total price step for each of the segments identified, which shall be equal to the average of the annual changes in the total price of the relevant segment, calculated in accordance with the procedure set out in point 6.2.3.2. of the Methodology;

6.2.4. calculates for each of the segments identified a trend in traffic volumes which is equal to the median of all the changes in traffic volumes at the beginning and at the end of the period for the relevant segment's ancillary indicator, calculated in accordance with the procedure laid down in point 6.2.3.3. of the Methodology. A negative median indicates a decrease in transport volumes, while a positive median indicates an increase in transport volumes;

6.2.5. taking into account the elasticity of the segments identified and the trend in the change of traffic volumes in accordance with the principles set out in Table 2 of the Methodology for 5 calendar years, assessed according to the order, provided for in sub-point 3.3.1 of the Methodology, the last period total price average, calculated according to the order, provided for in sub-point 6.2.3.1. of the Methodology, corrects the total price step module, i.e. depending on the segments' elasticity, IV increases or decreases the average of the total price of the last period of 5 calendar years by the amount equal to corresponding number of steps of the total price module specified in Table 2.

Table 2. Total price step adjustment applied to the average of the total price of the last period of 5 calendar years, assessed in accordance with point 3.3.1 of the Methodology

Elasticity of the segment identified	Trend in traffic volumes	The average total price for the last 5 calendar years shall be subject to a total price step adjustment, whereby the total price for the last period shall be increased or decreased by the corresponding total price step size	
		Minimum total price cut	Maximum total price cut
Elastic	Grows	- 1 total price step	+ 1 total price step
	Decreases	- 2 total price steps	- 1 total price step
Not elastic	Grows	+ 1 total price step	+ 2 total price steps
	Decreases	- 1 total price step	+ 1 total price step
Traffic volumes independent of price	Grows	+ 1 total price step	+ 2 total price steps
	Decreases	- 1 total price step	+ 1 total price step

6.3. The IV shall check the initial elasticity limits for each of the segments identified in accordance with the procedure set out in point 6.2 of the Methodology and shall adjust them as necessary using the procedure set out in points 6.3.1 and 6.3.2 of the Methodology:

6.3.1. The IV conducts a survey of selected carriers and/or their customers:

6.3.1.1. During the survey, the IV shall interview carriers and/or their customers selected in accordance with the procedure set out in points 6.3.1.1.1 to 6.3.1.1.2 of the Methodology:

6.3.1.1.1. The IV shall interview at least one carrier and/or its customer operating in the segment identified;

6.3.1.1.2. The traffic volumes of the carriers and/or their customers interviewed by the IV in the segment identified must together account for at least 50% of the total transport volumes in the segment identified;

6.3.1.2. In the course of the survey, the IV shall assess whether the optimal segmental price, which was calculated considering the initial elasticity limits for each of the segments identified in accordance with the procedure set out in point 6.2 of the Methodology, would have an impact on the volumes of traffic and/or on the decision to switch mode of transport in the segment identified. In the course of the surveys, the IV assumes that the non-rail component of the transport price paid by carriers and/or their customers is fixed, and that the change in the transport price, which could lead to a decision by carriers and/or their customers to reduce transport volumes and/or to change mode, is influenced by the change in the overall price resulting from the determination of the optimal segmental price, which would be calculated considering the initial elasticity limits for each of the segments identified in accordance with the procedure set out in point 6.2 of the Methodology (hereinafter referred to as the - total price change);

6.3.2. In case the survey identifies that a total price change may have an impact on the decision of carriers and/or their customers to reduce volumes of traffic and/or to change mode of transport, the IV shall carry out an analysis of the financial statements of the carriers and/or their customers:

6.3.2.1. for the analysis of the financial statements, the IV shall select the carriers and/or their customers that meet the requirements set out in points 6.3.2.1.1.1 to 6.3.2.1.2 of the Methodology:

6.3.2.1.1. Optimal segment prices for carriers and/or their customers are increasing for the segments identified in which carriers and/or carriers' customers operate, and;

6.3.2.1.2. The transport volumes of carriers and/or their customers in the last calendar year preceding the year in which the assessment of ability to pay is made shall represent at least 10% of the transport volumes in the segment identified;

6.3.2.2. during the analysis of the financial statements of selected carriers and/or their customers, the IV assesses the impact of a change in the total price on the level of revenues of carriers and/or their customers;

6.3.2.3. if, following a survey and/or analysis of the financial statements of the selected carriers and/or their customers, the IV determines that the change in the annual cost of MPP services of the carriers and/or their customers in the segments identified, resulting from the change in the total price, is more than 2% of the annual revenue of the selected carriers and/or their customers and it has been identified in the course of the survey, that a change in the total price would lead to a decision by the carriers and/or their customers to reduce transport volumes and/or to change mode, the IV shall adjust the initial elasticity limits of the segments identified by reducing them by one total price step until the change in the annual cost of MPP services in segments identified is less than 2 % of the annual revenues of the selected carriers and/or their customers.

6.4. For each year in which IV carries out an assessment of the ability to pay, the IV shall calculate the values of the elasticity limits of the segments identified, in accordance with point 6.2 of the Methodology, and shall apply the following procedures to the results:

6.4.1. if the calculated value of at elasticity limits of the segments identified in accordance with point 6.2 of the Methodology increases by 5 percentage points, the IV shall carry out a determination of the elasticity limits of all the segments identified, in accordance with the procedure set out in points 6.2 and 6.3 of the Methodology;

6.4.2. if the calculated value of elasticity limits of all the segments identified in accordance with point 6.2 of the Methodology change by up to 5 percentage points, the IV may decide not to change the elasticity limits of segments identified and to apply the same values of the elasticity limits of segments identified as it applied in the last year preceding the year in which the assessment of the ability to pay is carried out, or to adjust the elasticity limits of segments identified in accordance with the factors referred to in point 6.1.4.2.1 to 6.4.2.3, but the adjustment of the elasticity limits values made in accordance with the points referred to above may not be increased by 5 percentage points;

6.4.2.1. The average annual inflation rate in the Republic of Lithuania (based on the inflation rate for the last 12 months, as published by the Lithuanian Department of Statistics at the time of the assessment of ability to pay) or;

6.4.2.2. The change in IV costs (applicable if the dynamics of IV costs are different from the inflation recorded); or

6.4.2.3. Change in road transport costs (average, calculated after taking into account road or other taxes).

6.5. IV shall continue to use the elasticity limits of the segments identified in accordance with the procedure described in point 6.2 of the Methodology and verified in accordance with the procedure described in point 6.3 of the Methodology as elements of the optimisation function referred to in point 7.1 of the Methodology.

6.6. If the optimum price of the segments is equated to the threshold of the segments' minimum total price margin and the optimisation function in the Calculator calculates that IV's revenues are higher than IV's costs, IV shall adjust the minimum total price margin of the segments identified in accordance with the procedure set out in points 6.2 and 6.3 of the Methodology by reducing them for all the segments in proportion to an amount equal to the amount of the train traffic fee rate. Under the above conditions, the minimum total price of segments identified shall not be adjusted for those segments which cannot bear the mark-up, i.e. where the optimal segment price, determined in accordance with the procedure set out in points 6.2 and 6.3 of the Methodology, is only the train traffic fee.

Section 7. Determining the optimal price for segments identified

7.1. IV calculates the optimal price for the segments identified using the "Solver" plug-in, which makes calculation according to the formula of the optimisation function <...>:

7.1.1. the formula for the optimisation function of passengers and baggage rail services assigned to the segment:

$$MaxAn_{kel.} = \left(I_V \geq \sum_{i=1}^{n} Er_{kel.i} \times An_{kel.i}\right)$$,where

$MaxAn_{kel.}$ - the optimisation function expressed in gross tonne-kilometres (hereinafter – tkm gross), which determines the largest forecasted volumes of passengers and baggage transport services assigned to segments on the public railway infrastructure taking in account the elasticity limits of the segments identified (determined according to points 6.2 and 6.3 of the Methodology) for a calendar year, for which the optimal prices are calculated, the forecast traffic volume, the planned IV costs part (I_V) and the planned IV revenues, which shall be received from the passengers and baggage traffic transit fee and train traffic fee, providing the passengers, baggage transportation by rail services, not assigned to segments;

I_V - the part of the planned IV Costs calculated by reducing the Planned IV costs by the planned IV revenue, which is to be received from passengers and baggage traffic transit fee and train traffic fee while providing passenger and baggage transportation by rail services, not assigned to segments. The planned revenue shall be calculated by taking into account the passengers and baggage volumes forecasted in accordance with the provisions of Section 4 of the Methodology and the passengers, baggage transit and train traffic rates calculated in accordance with

the principles laid down in the Payment rules for the service train timetable for which the amount of revenue is planned;

$Er_{kel.i}$ - the optimal price for the passengers, baggage segments identified, expressed in euro per gross tonne-kilometres, including the train traffic fee rate, expressed in euro per gross tonne-kilometre, and the level of mark-ups, expressed in euro per gross tonne-kilometre;

$An_{kel.i}$ - the forecasted volumes of passengers and baggage in the segments identified, expressed in gross tonne-kilometres for calendar years, for which optimum prices are calculated.

7.1.2. the formula for the optimisation function of freight services assigned to the segment:

$$MaxAn_{krov.} = \left(I_V \geq \sum_{i=1}^{n} Er_{krov.i} \times An_{krov.i} \right), \text{ kur}$$

$MaxAn_{krov.}$ - optimisation function, expressed in tonne-kilometres net (hereinafter tkm net), which determines the largest forecasted volumes of freight transport services assigned to segments, the volume of traffic by public railway infrastructure, while taking into account elasticity limits of the segments identified, determined according to the points 6.2**Error! Reference source not found.** and 6 .3 of the Methodology, for the calendar years, for which the optimum prices are calculated, the forecast load transportation volume, the planned IV costs part (I_V) and the planned IV revenues, which shall be received from transit load transportation fee, from fee for transporting freight from third countries or to them via 1 520 mm width railway gage network, and the train traffic fee, while providing load transportation by rail services not assigned to segments;

I_V - the part of the planned IV Costs calculated by reducing the Planned IV costs by the planned IV revenue, which is to be received from transit load transportation fee, from from fee for transporting freight from third countries or to them via 1 520 mm width railway gage network, and from train traffic fee, while providing load transportation by rail services not assigned to segments; The Planned IV revenue shall be calculated by taking into account the freight volumes forecast in accordance with the provisions of Section 4 of the Methodology and the freight rates calculated in accordance with the principles laid down in the Payment rules for the carriage of freight in transit, for the carriage of freight by rail on the 1 520 mm gauge rail network from and to third countries, as well as for the train traffic fees (charges) for the working train timetable for which the amount of the revenue is forecast;

$Er_{krov.i}$ - the optimal price for the freight segments identified, including the train traffic fee rate, expressed in euro per net tonne-kilometre, and the level of mark-ups, expressed in euro per net tonne-kilometre;

$An_{krov.i}$ - forecasted volumes of freight traffic assigned to the segments expressed in net tonne-kilometres for the calendar year for which the optimum prices are calculated.

7.1.3. If the IV distinguishes segments of passenger, baggage and freight transport by rail, the IV shall allocate the Planned IV's Costs in proportion to the working volumes (gross tonne-kilometres) of the passenger, baggage and freight transport by rail in accordance with the data for the last completed calendar year prior to the year in which the optimal prices for the distinguished

segments are calculated, using the optimisation formula referred to in sub-points 7.1.1. and 7.1.2. of the Methodology. If the IV distinguishes segments for the carriage of passengers, luggage or freight by rail, the IV shall allocate the Planned IV's costs to the carriage of passengers, luggage or carriage of freight by rail using the optimisation formula set out in sub-points 7.1.1. and 7.1.2. of the Methodology.

7.1.4. The IV, before calculating the optimal prices for distinguished segments, after having established that in the last completed calendar year preceding the year in which the optimal prices for the distinguished segments are calculated, the IV's revenue from the payment for MPP, the payment for the use of public railway infrastructure for the provision of rail transit services, remuneration for allocated but unused capacity of public railway infrastructure, lease of public railway infrastructure, is higher (lower) than the IV costs projected for the last completed calendar year, in the application of the formula, provided in points 7.1.1 and 7.1.2 of the Methodology, the Planned IV costs are reduced (increased) with the determined positive (negative) last completed calendar year result size (if this result is equal to at least 20 percent of the Planned IV costs) or with the amount of the result for the last completed calendar year, prorated over 5 calendar years starting from the year for which the optimal price of the distinguished segments is calculated (if this result is more than 20% of the planned IV costs).

7.2. If the optimum prices calculated for the segments identified are higher than the train traffic fee rate, the carriers in the segments identified shall be deemed to be able to bear the mark-ups and the IV shall approve the list of segments on which mark-ups may be applied by publishing the list in accordance with the procedure laid down in the GTK.

PART IV. FINAL PROVISIONS

8.1. The Methodology shall be reviewed at least every 5 (five) years and updated as necessary.

Annex 3
to the Methodology for the identification of segments of the rail transport market and the assessment and determination of the ability of railway undertakings (carriers) operating in these segments to pay mark-ups (Annex 19 of the Network Statement).

Form intended for railway undertakings (carriers) to submit transportation data for the last completed calendar year

Laikotarpis	**Vežėjo klientas**	**Įvairiarūšio transporto vežimas / Neįvairiarūšio transporto vežimas** (nepildoma teikiant keleivių, bagažo vežimo paslaugas)	**Kryptis**	**KN kodas (pagal 6 skaitmenis)** (nepildoma teikiant keleivių, bagažo vežimo paslaugas)	**Kiekis, tkm bruto bruto**	**Kiekis, tkm neto** (nepildoma teikiant keleivių, bagažo vežimo paslaugas)

20. DESCRIPTION OF THE ASSESSMENT AND ACCOUNTING PROCEDURE FOR THE UTILISATIOS OF THE ALLOCATED PUBLIC RAILWAY INFRASTRUCTURE CAPACITIES

I. GENERAL PROVISIONS

1. The Description of the Assessment and Accounting Procedure for the Utilisation of Allocated Public Railway Infrastructure Capacities (hereinafter referred to as the **Description**) establishes the procedure for the assessment and accounting of the utilisation of allocated public railway infrastructure capacities (hereinafter referred to as the **capacities**), including the criteria on the basis of which it is determined that the allocated capacities or parts thereof are considered unused (hereinafter referred to as the **criteria**).

2. The terms used in the Description shall be understood as they are defined in the Railway Transport Code of the Republic of Lithuania (hereinafter referred to as the **Code**), the rules for the calculation and payment of fees for the minimum package of access to public railway infrastructure, fees for the use of public railway infrastructure for the provision of transit rail transport services and fees for allocated but unused capacities of the public railway infrastructure (hereinafter referred to as **Fee Rules**), approved by the Government of the Republic of Lithuania, priority rules for the allocation of public railway infrastructure capacity in the congested part of the public railway infrastructure approved by the Minister of Transport and Communications of the Republic of Lithuania (hereinafter referred to as the **Priority Rules**) and other legal acts.

II. CRITERIA FOR THE ASSESSMENT OF CAPACITY UTILISATION

3. The Manager of the public railway infrastructure (hereinafter referred to as the **Manager**) shall assess the data on the use of the allocated capacities specified in Chapter IV of the Description in accordance with the criteria set out in Clauses 4-7 of the Description in order to record the fact of non-utilisation or partial non-utilisation of the allocated capacities and conduct an analysis of their utilisation.

4. Allocated capacity shall be considered unused if it meets the following criteria: the train did not run according to the allocated capacity.

5. The allocated capacity shall be considered to be partially unused, if it meets the following criterion: the train, according to the allocated capacity, for which the period of train travel is longer than 1 (one) day, did not run at least once.

6. Allocated capacity or a part thereof shall be considered not regularly utilised for the purpose of calculating the fee for allocated but unused capacity when the capacity or a part thereof is not utilised regularly, if it meets both of the following criteria when assessing allocated capacity on non-congested public rail infrastructure:

6.1. the capacity is unused or partially unused, as provided for in Clauses 4 and 5 of the Description;

6.2. not less than 50% of the train trips in 1 (one) assessed calendar month (hereinafter referred to as the **reporting month**) according to the allocated capacity are unused, and the number of trisp is not less than 3.

7. Capacity or a part thereof shall be considered to be unused in a congested part of the public rail infrastructure if it meets at least one of the following criteria:

7.1. the capacity is unused or partially unused, as provided for in Clauses 4 and 5 of the Description;

7.2. the capacity, which was changed in accordance with Article 29^9 (2) of the Code, for the transportation of military and/or bulky freight by rail transport, or a part thereof was used for the transportation of an inappropriate freight;

7.3. the train did not run through the congested part of the infrastructure according to the allocated capacity or a part thereof;

7.4. the train, according to the allocated capacity or a part thereof, ran less than 75 percent of the planned distance (km) of the train when the capacity was allocated;

7.5. the use of the capacity or a part thereof does not meet the criterion(s) specified in the Priority Rules, according to which the capacity was allocated.

III. SOURCES OF ACCOUNTING DATA FOR UTILISATION OF ALLOCATED CAPACITIES

8. The data of the Manager's decisions to allocate capacities based on applications for capacity allocation and Ad-Hoc Path Requests (hereinafter referred to as **capacity allocation decisions**), publicly published data by the Manager, actual capacity utilisation data, the sources of which are the data of the Manager's railway traffic organisation and management information systems (IS), including data recorded during the train trips, and data provided to the Manager by railway undertakings (carriers) in accordance with the procedure established by the Network Statement, related to the actual utilisation of the allocated capacity, shall be used for the accounting of the use of allocated capacities.

9. The following information systems of the Manager shall be used for the management and analysis of accounting data on the use of allocated capacities (if the system stores the relevant data specified in Clauses 11-13 of the Description):

9.1. electronic services information system of public railway infrastructure;

9.2. operational computer information system for transportation;

9.3. traffic management and control system;

9.4. railway station management system;

9.5. data analytics system.

IV. ACCOUNTING DATA OF THE ALLOCATED CAPACITIES

10. The data on the allocated capacity and the actual data on the utilisation of the allocated capacity shall be recorded for each scheduled train run according to the allocated capacity.

11. When accounting for the use of allocated capacity, the following primary data on allocated capacity shall be used, the source of which is the Manager's decisions to allocate capacity:

11.1. name of the Applicant;

11.2. initial railway station;

11.3. final railway station;

11.4. intermediate stops;

11.5. type of service (passenger, baggage or freight transportation service);

11.6. train running period;

11.7. day (s) of train travel;

11.8. train departure time;

11.9. gauge width (1435 or 1 520 mm gauge);

11.10. train length (m);

11.11. train weight gross (t);

11.12. traction vehicles (type, quantity in traction mode);

11.13. freight planned to be transported (bulky, bulky, the transportation of which is necessary for the implementation of projects of special national importance, or military);

11.14. applied Priority Rules criterion(s) based on which capacity was allocated.

12. When accounting for the use of allocated capacity, the following derivatives and publicly published data on allocated capacity shall be used:

12.1. route distance (km);

12.2. data on the congestion of the public railway infrastructure part (congested or not congested);

12.3. limit rate specified in the Network Statement;

13. When accounting for the use of allocated capacities, the following actual data of capacity utilisation shall be recorded:

13.1. name of the railway undertaking (carrier);

13.2. initial railway station;

13.3. final railway station;

13.4. intermediate stops;

13.5. train run day;

13.6. train departure time;

13.7. distance travelled by the train (km);

13.8. number of train runs during the reporting period;

13.9. reason for the train not running;

13.10. traction vehicles (type, quantity in traction mode);

13.11. train length (m);

13.12. train weight gross (t);

13.13. net mass of the train (t) (only for the provision of freight transportation service);

13.14. transported freight (bulky, bulky, the transportation of which is necessary for the implementation of projects of special national importance, or military);

13.15. quantity of transported containers and semi-trailers;

13.16. type of transported freight (e.g. code of the General Freight Nomenclature);

13.17. data on the use of the allocated capacity for the provision of freight transportation services on international routes, when freight is transported from a third country to the Republic of Lithuania or another European Union country or from the Republic of Lithuania or another European Union country to a third country;

13.18. data on the use of the allocated capacities for the provision of freight transportation services on international routes, when the freight would be transported between the member states of the European Union;

13.19. data on the use of the allocated capacity for the provision of transit rail transport services;

13.20. data on the use of capacity for the provision of load transportation services on a local route.

14. The data specified in Clauses 13.1-13.9 of the Description shall be recorded by the Manager in the information systems it manages. The data specified in Clauses 13.10-13.20 of the Description shall be provided to the Manager of railway undertakings (carriers) in a form agreed upon (in electronic format) or by other methods of data exchange.

V. ASSESSMENT OF ALLOCATED CAPACITY UTILISATION ACCOUNTING DATA

15. Allocated capacity data and actual capacity utilisation data shall be assessed for each scheduled train run based on the allocated capacity.

16. When carrying out the assessment of the use of the allocated capacities, the Manager shall compare the primary data specified in Clause 11 of the Description with the actual data specified in Clause 13 of the Description, and shall assess derived and publicly announced data specified in Clause 12 of the Description, and based on the obtained result, shall determine whether the allocated capacity or a part thereof meets the criteria set out in Clauses 4-7 of the Description. In the case of a positive assessment, the Manager shall state

that the allocated capacity or a part thereof is utilised, and in the case of a negative assessment, the allocated capacity or a part thereof is not used.

17. After carrying out the assessment of the allocated capacity specified in Clause 16 of the Description, and finding that the allocated capacity or a part thereof is not used, the Manager shall assess whether the measures specified in Articles 25[2] and 29[6] of the Code should be applied.

18. In order to determine the average actual utilisation level (%) of the allocated capacities on the route, as set out in the Priority Rules, the Manager shall assess the following data on the allocated capacities and the actual data on capacity utilisation in accordance with the procedure set out in Clause 16 of the Description, and shall state whether the allocated capacities or a part thereof on the relevant route through the assessed period of the annual working timetable is utilised or not utilised:

18.1. data on the congestion of the public railway infrastructure (congested or not congested);

18.2. train departure time;

18.3. distance travelled by the train (km);

18.4. initial railway station;

18.5. final railway station;

18.6. route distance (km);

18.7. train weight gross (t);

18.8. net weight of the train (t) (only when providing freight transportation service);

18.9. transported freight (bulky, bulky, the transportation of which is necessary for the implementation of projects of special national importance, or military);

18.10. type of freight transported (e.g. the code of the General Freight Nomenclature);

18.11. data on the use of the allocated capacity for the provision of freight transportation services on international routes, when freight is transported from a third country to the Republic of Lithuania or another European Union country or from the Republic of Lithuania or another European Union country to a third country;

18.12. data on the use of the allocated capacities for the provision of freight transportation services on international routes, when the freight would be transported between the member states of the European Union;

18.13. data on the use of the allocated capacity for the provision of transit rail transport services;

18.14. data on the use of capacity for providing freight transportation services on a local route;

18.15. reason for the train not running;

18.16. amount of transported containers and semi-trailers;

18.17. train length (m);

18.18. Priority Rule criteria(s) based on which capacity was allocated.

19. In order to determine whether the capacity or a part thereof is not utilised regularly, the Manager shall assess the following data on the allocated capacity and the actual data on capacity utilisation:

19.1. data on the congestion of the public railway infrastructure (congested or not congested);

19.2. data on whether the capacity meets the criteria set out in Clause 6 of the Description;

19.3. day(s) of train run;

19.4. number of train runs during the reporting period;

19.5. train departure time;

19.6. gross train mass (t)

19.7. reason for not running.

20. In order to determine whether the unused capacity or a part thereof unused in the congested part of the public railway infrastructure, the Manager shall assess the following data on the allocated capacity and the actual data on capacity utilisation:

20.1. data on the congestion of the public railway infrastructure (congested or not congested);

20.2. type of service (carriage of passengers, baggage or freight);

20.3. train departure time;

20.4. distance travelled by the train (km);

20.5. initial railway station;

20.6. final railway station;

20.7. route distance (km);

20.8. train weight gross (t);

20.9. net weight of the train (t) (only when providing freight transportation service);

20.10. transported freight (bulky, bulky, the transportation of which is necessary for the implementation of projects of special national importance, or military);

20.11. type of freight transported (e.g. the code of the General Freight Nomenclature);

20.12. data on the use of the allocated capacity for the provision of freight transportation services on international routes, when freight is transported from a third country to the Republic of Lithuania or another European Union country or from the Republic of Lithuania or another European Union country to a third country;

20.13. data on the use of the allocated capacities for the provision of freight transportation services on international routes, when the freight would be transported between the member states of the European Union;

20.14. data on the use of the allocated capacity for the provision of transit rail transport services;

20.15. data on the use of capacity for providing freight transportation services on a local route;

20.16. reason for the train not running;

20.17. amount of transported containers and semi-trailers;

20.18. train length (m);

20.19. Priority Rule criteria(s) based on which capacity was allocated.

21. The Manager, who has performed the assessment of the utilisation of the allocated capacities and found that the capacities or a part thereof are unused, shall not apply the measures specified in Articles 25^{2} and 29^{6} of the Code in relation to these capacities, nor shall it assess these capacities or a part thereof when calculating the level of capacity utilisation in accordance with the procedure established in Clause 18 of the Description, when:

21.1. capacities or a part thereof are not used due to force majeure circumstances;

21.2. capacity or a part thereof is not used, because the trains of the railway undertaking (carrier) were cancelled due to the fault of the manager of the public railway infrastructure;

21.3. capacity or a part thereof shall not be used because trains of the railway undertakings (carrier) were cancelled due to the fault of another railway undertaking (carrier);

21.4. In the cases specified in Clauses 7 and 8 of Article 29^{6} (5) of the Code, the capacities or a part thereof were cancelled.

Viešosios geležinkelių infrastruktūros 2024–2025 metų tarnybinio traukinių tvarkaraščio tinklo nuostatų
21 priedas

21. LIST OF RAIL TRANSPORT MARKET SEGMENTS APPLICABLE TO THE ANNUAL WORKING TIMETABLE OF THE YEAR 2024-2025[16]

Segment name	Direction	Combined nomenclature codes*
Transportation of coal and coke cargo		270100; 270111; 270112; 270119; 270120; 270200; 270210; 270220;270400; 270600;270800; 270810; 270820
Transportation of metals and minerals	i) Local carriage ii) Carriage from/to EU countries	250100; 250200; 250300; 250400; 250410; 250490; 250500; 250510; 250590; 250600; 250610; 250620; 250700; 250800; 250810; 250830; 250840; 250850; 250860; 250870; 250900; 251000; 251010; 251020; 251100; 251110; 251120; 251200; 251300; 251310; 251320; 251400; 251500; 251511; 251512; 251520; 251600; 251611; 251612; 251620; 251690; 251700; 251710; 251720; 251730; 251741; 251749; 251800; 251810; 251820; 251830; 251900; 251910; 251990; 252000; 252010; 252020; 252100; 252200; 252210; 252220; 252230; 252300; 252310; 252321; 252329; 252330; 252390; 252400; 252410; 252490; 252500; 252510; 252520; 252530; 252600; 252610; 252620; 252800; 252810; 252890; 252900; 252910; 252921; 252922; 252930; 253000; 253010; 253020; 253090; 260100; 260111; 260112; 260120; 260200; 260300; 260400; 260500; 260600; 260700; 260800; 260900; 261000; 261100; 261200; 261210; 261220; 261300; 261310; 261390; 261400; 261500; 261510; 261590; 261600; 261610; 261690; 261700; 261710; 261790; 262190; 270300; 270500; 270900; 270901; 270909; 271400; 271410; 271490; 271500; 280100; 280110; 280120; 280130; 280200; 280300; 280400; 280410; 280421; 280429; 280430; 280440; 280450; 280461; 280469; 280470; 280480; 280490; 280500; 280511; 280512; 280519; 280530; 280540; 280600; 280610; 280620; 280700; 280900; 280910; 280920; 281000; 281100; 281111; 281112; 281119; 281121; 281122; 281129; 281200; 281210; 281211; 281212; 281213; 281214; 281215; 281216; 281217; 281219; 281290; 281300; 281310; 281390; 281500; 281511; 281512; 281520; 281530; 281600; 281610; 281640; 281700; 281800; 281810; 281820; 281830; 281900; 281910; 281990; 282000; 282010; 282090; 282100; 282110; 282120; 282200; 282300; 282400; 282410; 282490; 282500; 282510; 282520; 282530; 282540; 282550; 282560; 282570; 282580; 282590; 282600; 282612; 282619; 282630; 282690; 282720; 282731; 282732; 282735; 282739; 282741; 282749; 282751; 282759; 282760; 282800; 282810; 282890; 282900; 282911; 282919; 282990; 283000; 283010; 283090; 283100; 283110; 283190; 283200; 283210; 283220; 283230; 283300; 283311; 283319; 283321; 283322; 283324; 283325; 283327; 283329; 283330; 283340; 283429; 283500; 283510; 283522; 283524; 283525; 283526; 283529; 283531; 283539; 283600; 283620; 283630; 283640; 283650; 283660; 283691; 283692; 283699; 283700; 283711; 283719; 283720; 283900; 283911; 283919; 283990; 284000; 284011; 284019; 284020; 284030; 284100; 284130; 284150; 284161; 284169; 284170; 284180; 284190; 284200; 284210; 284290; 284300; 284310; 284321; 284329; 284330; 284390; 284400; 284410; 284500; 284510; 284590; 284600; 284610; 284690; 284700; 284800; 284900; 284910; 284920; 284990; 285000; 285200; 285210; 285290; 285300; 285310; 285390; 320100; 320110; 320120;

[16] If the CN code is not found in the list of railway transport market segments in Annex 21, contact the Manager for the identification of the CN code.

Segment name	Direction	Combined nomenclature codes*
		320190; 320200; 320210; 320290; 320300; 320400; 320411; 320412; 320413; 320414; 320415; 320416; 320417; 320419; 320420; 320490; 320500; 320600; 320611; 320619; 320620; 320641; 320642; 320649; 320650; 380100; 380110; 380120; 380130; 380190; 381600; 382450; 680100; 680200; 680210; 680221; 680223; 680229; 680291; 680292; 680293; 680299; 680300; 680400; 680410; 680421; 680422; 680423; 680430; 680500; 680510; 680520; 680530; 680600; 680610; 680620; 680690; 680700; 680710; 680790; 680800; 680900; 680911; 680919; 680990; 681000; 681011; 681019; 681091; 681099; 681100; 681140; 681181; 681182; 681183; 681189; 681200; 681280; 681291; 681292; 681293; 681299; 681300; 681320; 681381; 681389; 681400; 681410; 681490; 681500; 681510; 681519; 681520; 681591; 681599; 690100; 690200; 690210; 690220; 690290; 690300; 690310; 690320; 690390; 690400; 690410; 690490; 690500; 690510; 690590; 690600; 690700; 690710; 690721; 690722; 690723; 690730; 690740; 690790; 690800; 690810; 690890; 690900; 690911; 690912; 690919; 690990; 691000; 691010; 691090; 691100; 691110; 691190; 691200; 691300; 691310; 691390; 691400; 691410; 691490; 700200; 700210; 700220; 700231; 700232; 700239; 700300; 700312; 700319; 700320; 700330; 700400; 700420; 700490; 700500; 700510; 700521; 700529; 700530; 700600; 700700; 700711; 700719; 700721; 700729; 700800; 700900; 700910; 700991; 700992; 701000; 701010; 701020; 701090; 701100; 701110; 701120; 701190; 701300; 701310; 701322; 701328; 701333; 701337; 701341; 701342; 701349; 701391; 701399; 701400; 701500; 701510; 701590; 701600; 701610; 701690; 701700; 701710; 701720; 701790; 701800; 701810; 701820; 701890; 701900; 701911; 701912; 701915; 701919; 701931; 701932; 701939; 701966, 701990; 702000; 710200; 710210; 710221; 710231; 710300; 710310; 710400; 710410; 710420; 710600; 710610; 710691; 710692; 710700; 710800; 710811; 710812; 710813; 710820; 710900; 711000; 711011; 711019; 711021; 711029; 711031; 711039; 711041; 711049; 711100; 711500; 711510; 720100; 720110; 720120; 720150; 720200; 720211; 720219; 720221; 720229; 720230; 720241; 720249; 720250; 720260; 720270; 720280; 720291; 720292; 720293; 720299; 720300; 720310; 720390; 720450; 720500; 720510; 720521; 720529; 720600; 720610; 720690; 720700; 720711; 720712; 720719; 720720; 720800; 720810; 720825; 720826; 720827; 720836; 720837; 720838; 720839; 720840; 720851; 720852; 720853; 720854; 720890; 720900; 720915; 720916; 720917; 720918; 720925; 720926; 720927; 720928; 720990; 721000; 721011; 721012; 721020; 721030; 721041; 721049; 721050; 721061; 721069; 721070; 721090; 721100; 721113; 721114; 721119; 721123; 721129; 721190; 721200; 721210; 721220; 721230; 721240; 721250; 721260; 721300; 721310; 721320; 721391; 721399; 721400; 721410; 721420; 721430; 721491; 721499; 721500; 721510; 721550; 721590; 721600; 721610; 721621; 721622; 721631; 721632; 721633; 721640; 721650; 721661; 721669; 721691; 721699; 721700; 721710; 721720; 721730; 721790; 721800; 721810; 721891; 721899; 721900; 721911; 721912; 721913; 721914; 721921; 721922; 721923; 721924; 721931; 721932; 721933; 721934; 721935; 721990; 722000; 722011; 722012; 722020; 722090; 722100; 722200; 722211; 722219; 722220; 722230; 722240; 722300; 722400; 722410; 722490; 722500; 722511; 722519; 722530; 722540; 722550; 722591; 722592; 722599; 722600; 722611; 722619; 722620; 722691; 722692; 722699; 722700; 722710; 722720; 722790; 722800; 722810; 722820; 722830; 722840; 722850; 722860; 722870; 722880; 722900; 722920; 722990; 730100; 730110; 730120; 730200; 730210; 730230; 730240; 730290; 730300; 730400; 730411; 730419; 730422; 730423; 730424; 730429; 730431; 730439; 730441; 730449; 730451; 730459; 730490; 730500; 730511; 730512; 730519; 730520; 730531; 730539; 730590; 730600; 730611; 730619; 730621; 730629; 730630; 730640; 730650; 730661; 730669; 730690; 730700; 730711; 730719; 730721; 730722; 730723; 730729; 730791; 730792; 730793; 730799; 730800; 730810; 730820; 730830; 730840; 730890; 730900; 731000; 731010; 731021; 731029; 731100; 731200; 731210; 731290; 731300; 731400; 731412; 731414; 731419; 731420; 731431; 731439; 731441; 731442; 731449; 731450; 731520; 731581; 731582; 731589; 731590; 731600; 731700; 731800; 731811; 731812; 731813; 731814; 731815; 731816; 731819; 731821; 731822; 731823;

Segment name	Direction	Combined nomenclature codes*
		731824; 731829; 731900; 731920; 731930; 731940; 731990; 732000; 732010; 732020; 732090; 732200; 732211; 732219; 732300; 732310; 732391; 732392; 732393; 732394; 732399; 732400; 732410; 732421; 732429; 732490; 732500; 732510; 732591; 732599; 732600; 732611; 732619; 732620; 732690; 740100; 740200; 740300; 740311; 740312; 740313; 740319; 740321; 740322; 740329; 740500; 740600; 740610; 740620; 740700; 740710; 740721; 740729; 740800; 740811; 740819; 740821; 740822; 740829; 740900; 740911; 740919; 740921; 740929; 740931; 740939; 740940; 740990; 741000; 741011; 741012; 741021; 741022; 741100; 741110; 741121; 741122; 741129; 741200; 741210; 741220; 741300; 741500; 741510; 741521; 741529; 741533; 741539; 741800; 741810; 741811; 741820; 741900; 741910; 741991; 741999; 750100; 750110; 750120; 750200; 750210; 750220; 750400; 750500; 750511; 750512; 750521; 750522; 750600; 750610; 750620; 750700; 750711; 750712; 750720; 750800; 750810; 750890; 760100; 760110; 760120; 760300; 760310; 760320; 760400; 760410; 760421; 760429; 760500; 760511; 760519; 760521; 760529; 760600; 760611; 760612; 760691; 760692; 760700; 760711; 760719; 760720; 760800; 760810; 760820; 760900; 761000; 761010; 761090; 761100; 761200; 761210; 761290; 761300; 761400; 761410; 761490; 761500; 761510; 761511; 761519; 761520; 761600; 761610; 761691; 761699; 780100; 780110; 780191; 780199; 780400; 780411; 780419; 780420; 780600; 790100; 790111; 790112; 790120; 790300; 790310; 790390; 790400; 790500; 790700; 800100; 800110; 800120; 800300; 800700; 810100; 810110; 810194; 810196; 810199; 810200; 810210; 810294; 810295; 810296; 810299; 810300; 810320; 810390; 810400; 810411; 810419; 810430; 810490; 810500; 810520; 810590; 810600; 810700; 810720; 810790; 810800; 810820; 810890; 810900; 810920; 810990; 811000; 811010; 811090; 811100; 811200; 811212; 811219; 811221; 811229; 811251; 811259; 811292; 811299; 811300; 820100; 820110; 820120; 820130; 820140; 820150; 820160; 820190; 820200; 820210; 820220; 820231; 820239; 820240; 820291; 820299; 820300; 820310; 820320; 820330; 820340; 820400; 820411; 820412; 820420; 820500; 820510; 820520; 820530; 820540; 820551; 820559; 820560; 820570; 820580; 820590; 820600; 820700; 820713; 820719; 820720; 820730; 820740; 820750; 820760; 820770; 820780; 820790; 820800; 820810; 820820; 820830; 820840; 820890; 820900; 821000; 821100; 821110; 821191; 821192; 821193; 821194; 821195; 821200; 821210; 821220; 821290; 821300; 821400; 821410; 821420; 821490; 821500; 821510; 821520; 821591; 821599; 830100; 830110; 830120; 830130; 830140; 830150; 830160; 830170; 830200; 830210; 830220; 830230; 830241; 830242; 830249; 830250; 830260; 830300; 830400; 830500; 830510; 830520; 830590; 830600; 830610; 830621; 830629; 830630; 830700; 830710; 830790; 830800; 830810; 830820; 830890; 830900; 830910; 830990; 831000; 831100; 831110; 831120; 831130; 831190; 840100; 840110; 840140; 840200; 840211; 840212; 840219; 840220; 840290; 840300; 840310; 840390; 840400; 840410; 840420; 840490; 848000; 848010; 848020; 848030; 848041; 848049; 848050; 848060; 848071; 848079; 848700; 848710; 850500; 850511; 850519; 854600; 854610; 854620; 854700; 854710; 930100; 930110; 930111; 930119; 930120; 930190; 930200; 930300; 930310; 930320; 930330; 930390; 930400; 930500; 930510; 930520; 930521; 930529; 930591; 930599; 930600; 930621; 930629; 930630; 930690; 930700; 996900; 997400; 998200; 998400; 998600
Benzino ir kitų degalų krovinių vežimas		272200; 272300; 272400; 272500; 272600; 272900; 273100; 273200; 273900; 274100; 274200; 274300; 274400; 274600; 274900; 997500; 998900
Transportation of cargoes of chemical substances		151800; 152000; 220700; 220710; 220720; 270700; 270710; 270720; 270730; 270740; 270750; 270791; 270799; 271100; 271111; 271112; 271113; 271114; 271119; 271121; 271129; 271200; 271210; 271220; 271290; 271300; 271311; 271312; 271320; 271390; 272100; 280800; 281400; 281410; 281420; 282700; 282710; 283400; 283410; 283421; 290100; 290110; 290121; 290122; 290123; 290124; 290129; 290200; 290211; 290219; 290220; 290230; 290241; 290242; 290243; 290244;

Segment name	Direction	Combined nomenclature codes*
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Segment name	Direction	Combined nomenclature codes*
		450100; 450110; 500100; 510100; 510111; 510200; 510211; 510219; 510220; 520100; 530100; 530110; 530200; 530210; 530300; 530310; 710100; 710110; 710121; 997100; 997700
Other cargo		271600; 284420; 284430; 284440; 370400; 370500; 370510; 370590; 490600; 840130; 860900; 970100; 970110; 970190; 970200; 970300; 970400; 970500; 970600; 988000; 988100; 988200; 988300; 988400; 988500; 990100; 990200; 990300; 990400; 991100; 991500; 992000; 992100; 992110; 992120; 992130; 992140; 992200; 992210; 992220; 992230; 992240; 992300; 992400; 993100; 993200; 993300; 993400; 993500; 993900; 994100; 994200; 994300; 994400; 994500; 994900; 996200; 996500; 997000; 997200; 998000; 998500; 999000; 999400; 999500; 999600; 999700

* **Note.** If the railway undertaking (carrier) transports empty wagons (containers), the codes of the combined nomenclature are not assigned to the segments mentioned above in this table.

22. RUNNING LENGHTS OF INTERMEDIATE STATIONS ON RAILWAY ROUTES[17]

No.	Name of the siding	Length of the siding (km)	Electrified sections	Gauge width
Vilnius–Klaipėda				
1.	Vilnius-Paneriai	9.0	Electrified	1 520 mm
2.	Paneriai-Lentvaris	8.8	Electrified	1 520 mm
3.	Lentvaris–Vievis	23.5	Electrified	1 520 mm
4.	Vievis–Žasliai	16.2	Electrified	1 520 mm
5.	Žasliai-Kaišiadorys	9.2	Electrified	1 520 mm
6.	Kaišiadorys-Gaižiūnai	23.2		1 520 mm
7.	Gaižiūnai-Jonava	7.1		1 520 mm
8.	Jonava–Žeimiai	9.0		1 520 mm
9.	Žeimiai-Lukšiai	10.1		1 520 mm
10.	Lukšiai-Šilainiai	5.4		1 520 mm
11.	Šilainiai-Kėdainiai	6.6		1 520 mm
12.	Kėdainiai-Dotnuva	12.8		1 520 mm
13.	Dotnuva-Gudžiūnai	14.6		1 520 mm
14.	Gudžiūnai-Baisogala	12.0		1 520 mm
15.	Baisogala-Gimbogala	12.7		1 520 mm
16.	Gimbogala - Radviliškis	12.3		1520 mm
17.	Radviliškis-Šilėnai	10.6		1 520 mm
18.	Šilėnai-Zokniai	5.1		1 520 mm
19.	Zokniai–Šiauliai	4.1		1 520 mm
20.	Šiauliai-Kužiai	14.4		1 520 mm
21.	Kužiai–Pavenčiai	11.9		1 520 mm
22.	Pavenčiai-Raudėnai	13.4		1 520 mm
23.	Raudėnai-Tryškiai	8.8		1 520 mm
24.	Tryškiai-Duseikiai	8.2		1 520 mm
25.	Duseikiai-Telšiai	13.8		1 520 mm
26.	Telšiai–Lieplaukė	10.5		1 520 mm
27.	Lieplaukė–Tarvainiai	9.1		1 520 mm
28.	Tarvainiai-Plungė	8.6		1 520 mm
29.	Plungė–Šateikiai	13.9		1 520 mm
30.	Šateikiai-Kūlupėnai	11.0		1 520 mm
31.	Kūlupėnai-Kretinga	18.1		1 520 mm
32.	Kretinga–Kretingalė	6.7		1 520 mm
33.	Kretingalė–Giruliai	9.3		1 520 mm
34.	Giruliai–Klaipėda	6.5		1 520 mm
Vilnius-Naujoji Vilnia-Kena-State border				
35.	Vilnius-Naujoji Vilnia	9.2	Electrified	1 520 mm
36.	Naujoji Vilnia-Kyviškės	8.0	Electrified	1 520 mm
37.	Kyviškės–Kena	11.9	Electrified	1 520 mm
38.	Kena-State border	6.8	Electrified	1520 mm
Naujoji Vilnia-Turmantas-State border				
39.	Naujoji Vilnia-Bezdonys	16.4		1 520 mm
40.	Bezdonys–Pabradė	25.7		1 520 mm
41.	Pabradė–Švenčionėliai	26.6		1 520 mm
42.	Švenčionėliai-Ignalina	23.0		1 520 mm
43.	Ignalina-Dūkštas	24.4		1 520 mm

[17] Operational lengths of sidings constituting railway routes are used for calculating the minimum access package in accordance with the formulas provided in paragraph 14 of Clause 5.9.1, “Calculatation and payment of the fee for the minimu access package”, of the Public Railway Infrastructure Network Statement for Annual Working Timetable of the Year 2024-2025.

No.	Name of the siding	Length of the siding (km)	Electrified sections	Gauge width
44.	Dūkštas-Turmantas	22.3		1520 mm
45.	Turmantas-State border	0.5		1520 mm
Kaišiadorys-Kybartai-State border				
46.	Kaišiadorys-Pravieniškės	16.1	Electrified	1520 mm
47.	Pravieniškės-Palemonas	10.9	Electrified	1520 mm
48.	Palemonas-Kaunas	9.6	Electrified	1520 mm
49.	Kaunas-Jiesia	8.2		1520 mm
50.	Jiesia-Mauručiai	10.9		1520 mm
51.	Mauručiai-Kazlų Rūda	17.6		1520 mm
52.	Kazlų Rūda–Pilviškiai	19.8		1520 mm
53.	Pilviškiai–Vilkaviškis	12.3		1520 mm
54.	Vilkaviškis–Kybartai	17.8		1520 mm
55.	Kybartai-State border	0.6		1520 mm
Vilnius-Stasylos-State border				
56.	Vilnius–Kirtimai	5.4		1520 mm
57.	Kirtimai-Valčiūnai	8.0		1520 mm
58.	Valčiūnai-Jašiūnai	13.5		1520 mm
59.	Jašiūnai–Stasylos	17.4		1520 mm
60.	Stasylos-State border	5.7		1520 mm
Švenčionėliai-Utena				
61.	Švenčionėliai-Utena	48.1		1520 mm
Lentvaris-Marcinkonys-State border				
62.	Lentvaris–Senieji Trakai	5.9	Electrified	1520 mm
63.	Senieji Trakai–Rūdiškės	14.6		1520 mm
64.	Rūdiškės-Valkininkai	19.8		1520 mm
65.	Valkininkai–Matuizos	8.9		1520 mm
66.	Matuizos–Varėna	11.1		1520 mm
67.	Varėna–Marcinkonys	21.3		1520 mm
68.	Marcinkonys-State border	16.8		1520 mm
Kyviškės–Valčiūnai				
69.	Kyviškės–Valčiūnai	24.3		1520 mm
70.	Vaidotai-Kyviškės tracks II,V	28.7		1520 mm
Paneriai-Valčiūnai				
71.	Paneriai-Vaidotai track I (including track G, L, D)	7.1		1520 mm
72.	Vaidotai-Valčiūnai (including track I, LVR, III)	4.4		1520 mm
Kazlų Rūda–Šeštokai–Mockava				
73.	Kazlų Rūda-Vinčai	9.7		1520 mm
74.	Vinčai–Marijampolė	14.4		1520 mm
75.	Marijampolė-Kalvarija	16.0		1520 mm
76.	Kalvarija–Šeštokai	16.9		1520 mm
77.	Šeštokai-Mockava*	7.5		1520 mm
Gaižiūnai-Palemonas				
78.	Gaižiūnai-Kalnėnai	13.6		1520 mm
79.	Kalnėnai–Palemonas	11.7		1520 mm
Palemonas–Rokai–Jiesia				
80.	Palemonas–Rokai	10.7		1520 mm
81.	Rokai-Jiesia	4.3		1520 mm
Radviliškis–Rokiškis–State border				
82.	Radviliškis -Šeduva	17.6		1520 mm
83.	Šeduva-Gustonys	24.2		1520 mm
84.	Gustonys-Panevėžys	12.3		1520 mm
85.	Panevėžys-Subačius	2.9		1520 mm
86.	Subačius-Kupiškis	18.9		1520 mm
87.	Kupiškis-Skapiškis	13.6		1520 mm

No.	Name of the siding	Length of the siding (km)	Electrified sections	Gauge width
88.	Skapiškis-Rokiškis	27.4		1520 mm
89.	Rokiškis-State border	29.2		1520 mm
Radviliškis-Pakruojis-Petrašiūnai				
90.	Radviliškis-Pakruojis	31.6		1520 mm
91.	Pakruojis-Petrašiūnai	11.4		1520 mm
Radviliškis-Pagėgiai-State border				
92.	Radviliškis–Jonaitiškiai	10.0		1520 mm
93.	Jonaitiškiai–Tytuvėnai	29.7		1520 mm
94.	Tytuvėnai-Viduklė	29.9		1520 mm
95.	Viduklė–Tauragė	42.3		1520 mm
96.	Tauragė–Pagėgiai	30.9		1520 mm
97.	Pagėgiai-State border	5.2		1520 mm
Šiauliai-Joniškis-State border				
98.	Šiauliai–Gubernija	6.3		1520 mm
99.	Gubernija–Meškuičiai	15.5		1520 mm
100.	Meskuičiai-Joniškis	22.3		1520 mm
101.	Joniškis-State border	15.5		1520 mm
Akmenė-Alkiškiai-Karpėnai				
102.	Akmenė–Alkiškiai	11.8		1520 mm
103.	Alkiškiai-Karpėnai	1.0		1520 mm
Mažeikiai-State border				
104.	Mažeikiai-State border	19.5		1520 mm
Kužiai-Mažeikiai-Bugeniai				
105.	Kužiai-Kuršėnai	10.9		1520 mm
106.	Kuršėnai-Papilė	17.4		1520 mm
107.	Papilė–Akmenė	8.7		1520 mm
108.	Akmenė–Viekšniai	13.6		1520 mm
109.	Viekšniai-Mažeikiai	12.8		1520 mm
110.	Mažeikiai-Venta	9.1		1520 mm
111.	Venta-Bugeniai	4.9		1520 mm
Kretinga-Skuodas-State border				
112.	Kretinga-Darbėnai	14.4		1520 mm
113.	Darbėnai-Skuodas	33.4		1520 mm
114.	Skuodas-State border	4.1		1520 mm
Klaipėda–Pagėgiai				
115.	Klaipėda-Rimkai	8.6		1520 mm
116.	Rimkai-Vilkyčiai	21.0		1520 mm
117.	Vilkyčiai-Šilutė	20.2		1520 mm
118.	Šilutė-Stoniškiai	24.4		1520 mm
119.	Stoniškiai-Pagėgiai	11.9		1520 mm
Rimkai–Draugystė				
120.	Rimkai–Draugystė	2.7		1520 mm
Bugeniai-State border				
121.	Bugeniai-State border	13.7		1520 mm
Šilėnai-Jonaitiškiai				
122.	Šilėnai-Jonaitiškiai	6.3		1520 mm
Jonava-Rizgonys				
123.	Jonava-Rizgonys	22.7		1520 mm
Šeštokai-Alytus				
124.	Šeštokai-Alytus	38.1		1520 mm
Šeštokai-Mockava-State border (1435 mm)				
125.	Šeštokai-Mockava (1435 mm)*	7.5		1435 mm
126.	Mockava-State border (1435 mm)	14.3		1435 mm
Senieji Trakai–Trakai				
127.	Senieji Trakai -Trakai	3.7	Electrified	1520 mm
Kaunas–Šeštokai (Rail Baltica)				

No.	Name of the siding	Length of the siding (km)	Electrified sections	Gauge width
128.	Kaunas - Palemonas (RB)	9.6		1435 mm
129.	Kaunas-Jiesia (RB)	8.2		1435 mm
130.	Jiesia-Mauručiai (RB)	10.9		1435 mm
131.	Mauručiai-Kazlų Rūda (RB)	17.6		1435 mm
132.	Kazlų Rūda-Vinčai (RB)	9.7		1435 mm
133.	Vinčai–Marijampolė (RB)	14.4		1435 mm
134.	Marijampolė-Kalvarija (RB)	16.0		1435 mm
135.	Kalvarija-Šeštokai (RB)	16.9		1435 mm
Palemonas–Rokai–Jiesia (RB)				
136.	Palemonas–Rokai (RB)			1435 mm
137.	Rokai–Jiesia (RB)	4.9		1435 mm

23. TYPICAL FORM OF THE DECLARATION

<table>
<tr><td colspan="4">GENERAL PROVISIONS</td></tr>
<tr><td colspan="4">AB LTG Infra must collect information about the party to the agreement for the use of public railway infrastructure or the agreement on the allocation of public railway infrastructure capacity, and the partners employed in the activities of this party, in accordance with the legislation regulating economic, financial, political, transportation, social international sanctions, as well as other restrictions and obligations established, applied or administered by the United Nations (UN) Security Council, the European Union (EU) or its institutions, the United States of America (USA) Government, including the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury, His Majesty’s Treasury of the United Kingdom (UK) and/or the institutions of these entities, as well as the legislation of the Republic of Lithuania, international treaties and agreements, and AB LTG Infra Sanctions control and implementation policy, assessing risks related to sanctions, making efforts to eliminate, reduce and otherwise manage them preventively, defending its legitimate interests to run a transparent and socially responsible business and avoid possible negative economic consequences and damage to reputation, prior to the conclusion of such an agreement and during its performance. Furthermore, in accordance with the instructions and/or recommendations of the Coordinating Commission for the Protection of Objects Important for Ensuring National Security, adopted on the basis of the Law on the Protection of Objects Important for Ensuring National Security of the Republic of Lithuania, AB LTG Infra must obtain the relevant assurances of the Party to the Agreement specified in this Declaration in order to ensure compliance with the obligations approved by the agreement and the provisions of the Network.
AB LTG Infra ensures that the provided information is considered confidential and is protected in accordance with the requirements of the legislation, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27-04-2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. The personal data provided in this Declaration, in case of a conclusion of the agreement, will be stored for 10 (ten) years from the end of the agreement, and for 5 (five) years if the agreement was not concluded.
Data controller is AB LTG Infra, 305202934, Geležinkelio g. 2, 02100 Vilnius. Email address of the data protection officer: dap@ltg.lt. More information about personal data processing can be found on the website of AB LTG Infra at https://ltginfra.lt/privatumo-pranesimas/</td></tr>
<tr><td colspan="4">Part I: General information</td></tr>
<tr><td colspan="3">Name of a legal entity / Name and last name of a natural person:</td><td></td></tr>
<tr><td colspan="3">Code of a legal entity / Date of birth of a natural person:</td><td></td></tr>
<tr><td colspan="3">Address of the registered office / Place of residence:</td><td></td></tr>
<tr><td colspan="3">Date of registration / Nationality, place of birth:</td><td></td></tr>
<tr><td colspan="4">If a railway company (carrier), which is not the applicant, but according to the agreement with the applicant has the right to use the capacity allocated to the applicant, operates in the interests of the applicant</td></tr>
<tr><td colspan="3">Name of legal entity:</td><td></td></tr>
<tr><td colspan="3">Legal entity code:</td><td></td></tr>
<tr><td colspan="3">Registered office address:</td><td></td></tr>
<tr><td colspan="3">Date of registration:</td><td></td></tr>
<tr><td colspan="4">Part II: Representatives</td></tr>
<tr><td rowspan="3">Manager</td><td colspan="2">Name, last name</td><td></td></tr>
<tr><td colspan="2">Citizenship, date of birth</td><td></td></tr>
<tr><td colspan="2">Date of birth</td><td></td></tr>
<tr><td rowspan="3">The person signing the agreement (if not signed by the head of the company)</td><td colspan="2">Position</td><td></td></tr>
<tr><td colspan="2">Name, last name</td><td></td></tr>
<tr><td colspan="2">Basis for representation</td><td></td></tr>
<tr><td colspan="4">Enclose a copy of the document substantiating the right to represent of the person signing the agreement (does not apply if the agreement is signed by the head of the company)</td></tr>
<tr><td rowspan="4">Contact person</td><td colspan="2">Position</td><td></td></tr>
<tr><td colspan="2">Name, last name</td><td></td></tr>
<tr><td colspan="2">Phone No.:</td><td></td></tr>
<tr><td colspan="2">Email</td><td></td></tr>
<tr><td colspan="4">Part III: Beneficiaries*</td></tr>
<tr><td>1.</td><td colspan="2">Name, last name</td><td></td></tr>
</table>

	Date of birth	
	Citizenship, date of birth	
2.	Name, last name	
	Date of birth	
	Citizenship, date of birth	
3.	Name, last name	
	Date of birth	
	Citizenship, date of birth	
4.	Name, last name	
	Date of birth	
	Citizenship, date of birth	
Please indicate the public sources (if any) where we can check the beneficiary information		
** Natural person / natural persons who ultimately own or control the party to the agreement (legal entity) directly and/or indirectly by owning or controlling 25% or more shares or voting rights, or who directly or indirectly control the party to the agreement (legal entity) in other ways.* *NOTE: If there are no natural persons who directly or indirectly own or control more than 25% of the customer's shares or voting rights, or who directly or indirectly control the customer in other ways, please provide information about natural persons holding positions as members of the management body of the customer (for example, board members, manager, etc.)*		
Part IV: Key business partners (at least 10 key business partners, if any)		
Name, country of registration, nature and objective of the relationship		
Name, country of registration, nature and objective of the relationship		
Name, country of registration, nature and objective of the relationship		
Name, country of registration, nature and objective of the relationship		
Name, country of registration, nature and objective of the relationship		
Part V: Assurances regarding the status of Sanctions and the implementation of control measures		
I hereby confirm that the party to the agreement – a natural person or a company, its shareholders, beneficiaries or other persons controlling the company are not included in any lists of Sanctions, which are observed by AB LTG Infra**		☐ Confirmed
If there is relevant information related to the above approval, please provide it		
I hereby confirm that the company's direct and indirect shareholders are not companies managed or otherwise controlled by the Russian Federation or the Republic of Belarus		☐ Confirmed
If there is relevant information related to the above assurance, please provide it		
***This includes lists of international sanctions and other restrictive measures programs compiled by the United Nations Security Council (link), the European Union (link), Office of Foreign Assets Control of the US Department of the Treasury (OFAC, link), the US Department of State (link), the Bureau of Industry and Security of the US Department of Commerce (BIS, link), the Financial Sanctions Enforcement Office of Her Majesty's Treasury of the United Kingdom (OFSI, link).*		
I hereby confirm that, prior to participating in any economic commercial activity, I will ensure performance of the due diligence of the entities with whom I cooperate in order to ensure compliance with the applicable Sanctions, and I will refrain from any cooperation with entities suspected of attempting to evade the restrictions and obligations imposed by the applicable Sanctions or, after a performance of the due diligence, there is no unequivocal conclusion that the relevant economic and commercial activity operation is not aimed at non-compliance or avoiding the restrictions and obligations imposed by the Sanctions		☐ Confirmed

I hereby confirm that the party to the agreement has a Sanctions Implementation Policy that meets the criteria specified in the Network Provisions *or* **I hereby confirm that the party to the agreement *mutatis mutandis* complies with Sanctions Implementation and Control Policy of AB LTG Infra (https://ltginfra.lt/apie-mus/valdymas/vidaus-teises-aktai/)**	☐ Confirmed (enclosed) *or* ☐ Confirmed
Part VI: Other assurances *(completed only by railway companies (carriers))*	
I hereby confirm that we will not use the Infrastructure for the provision of rail transit services if we will not fulfill the condition specified in Part 2 of Article 28 of the RTC granting the exclusive right to receive the minimum package of access to the Infrastructure and the right to use the Infrastructure for the provision of rail transit services.	☐ Confirmed
I hereby confirm that the allocated Capacities will not be used for dual-purpose goods included in the national list of controlled dual-purpose goods, for export, including re-export, through the Republic of Lithuania to third countries, when the goods are exported through border crossing points with non-European Union member states, approved by Resolution No. 512 of the Government of the Republic of Lithuania "Regarding the application of national control measures in accordance with Article 9 of Regulation (EU) 2021/821 of the European Parliament and Council" of in 28 June 2023	☐ Confirmed
I hereby confirm that no later than 14-12-2024 or, if the Agreement is signed after this date, we will submit an action plan regarding the implementation of measures that ensure, that we will not transfer any information related to the use of public railway infrastructure, including data on transported cargo, to third countries (Russia, Belarus) and the Railway Transport Board during the provision of cargo transportation services on international routes, when the starting and final railway stations of the cargo are located in a member state of the European Union, during the period of validity of the Service Train Schedule for 2024– 2025, to AB LTG Infra within a month of signing of the Agreement, or we will continue to implement the relevant action plan presented in the previous period of validity of the Service Train Schedule *or* I hereby confirm that when providing cargo transportation services on local routes and cargo transportation services on international routes, when the starting and final stations of the cargo are located in a member state of the European Union, we do not transfer any information related to the use of public railway infrastructure, including data on transported cargo, to third countries (Russia, Belarus) and the Railway Transport Board	☐ Confirmed *or* ☐ Confirmed
I hereby confirm that no later than 14-12-2024 or, if the Agreement is signed after this date, I will submit an action plan regarding measures that ensure, that the provision of cargo transportation services on international routes, when the starting and final railway stations of the cargo are located in a member state of the European Union, will be provided in accordance with the provisions of COTIF to be implemented during the period of validity of the Service Train Schedule for 2024– 2025, to AB LTG Infra within a month of signing of the Agreement or we will continue to implement the relevant action plan presented in the previous period of validity of the Service Train Schedule *or*	☐ Confirmed *or* ☐ Confirmed

I hereby confirm that cargo transportation services provided on international routes, when the starting and final railway stations of the cargo are located in a member state of the European Union, are provided in accordance with the provisions of the Agreement on International Carriage by Rail (COTIF)	
or	
I hereby confirm that we do not provide and do not intend to provide services of cargo transportation on international routes, when the starting and final railway stations of the cargo are located in a member state of the European Union, during the period of validity of the Service Train Schedule for 2024– 2025	☐ Confirmed
FINAL PROVISIONS	
I hereby confirm that I am duly authorized to sign this Declaration on behalf of the party to the agreement	☐ Confirmed
I hereby confirm that the information provided in this Declaration is true, complete and accurate	☐ Confirmed
I undertake to immediately notify AB LTG Infra in writing about any changes in the information provided that become known to me	☐ I undertake
I am informed that AB LTG Infra can carry out an inspection in order to verify the correctness and authenticity of the information and assurances provided in this Declaration	☐ I agree
I am informed that AB LTG Infra processes the personal data provided in this Declaration for the following purposes, i.e. to: (1) implement the requirements of sanctions and restrictions established in the Law on International Sanctions of the Republic of Lithuania and ensure that no transactions are entered into that contradict the requirements or restrictions of such sanctions, and if such transactions are concluded, that they are terminated immediately (the basis of processing is a legal obligation); (2) ensure compliance with the requirements and restrictions of sanctions approved by third parties, including the USA and the UK (the basis of processing is the legitimate interests of conducting a transparent and socially responsible business and avoiding possible negative economic consequences and reputational damage).	☐ Confirmed
I hereby confirm that all natural persons indicated in this Declaration have been informed about the processing of their personal data and their related rights prior to the submitting of the Declaration: (1) about their personal data recorded in the Declaration and the purposes of processing of this data; (2) about the Privacy Notice published on the website of AB LTG Infra at https://ltginfra.lt/privatumo-pranesimas/, where they can familiarize themselves with the processing of their personal data and their related rights in detail.	☐ Confirmed
Position	
Name, last name *(in capital print letters if by hand)*	
Signature	
Date	

24. MASS OF TRAIN ACCORDING TO RAILWAY SECTIONS

No.	Railway Section	Direction of traffic and maximum mass of the train set [18] (t)		Locomotive
		Odd direction	Even direction	
Track 1435 mm				
1.	Palemonas–Kaunas–Šeštokai	2000	2200	M62K
		3700	4000	2M62K
		1200	1400	ČME-3
2.	Šeštokai–Mockava–Trakiškiai	2500	2500	M62K
		2500	2500	ST44
		2500	2500	BR285
		5000	5000	2M62K
		2000	2200	ČME-3
3.	Rokai–Jiesia	2400	2200	M62K
		4500	4000	2M62K
		2000	1600	ČME-3
Track 1520 mm				
1.	Molodečna–Kena	3700	5000	ER20CF
		7000	7500	2 × ER20CF
		4800	5000	2M62K
		5600	6000	2M62M
		2500	3000	TEM TMH
		5000	6000	2 × TEM TMH
		7000	7500	BKG1
		4900	5500	BKG2
		7000	7500	2 × BKG2
		4900	5500	VL-80
		4900	4500	2TE10
		4500	3700	2M62
		4900	4500	2TE116
2.	Kena – Vaidotai (through Valčiūnai bypass)	4000	4000	ER20CF
		7500	7800	2 × ER20CF
		4000	4000	2M62K
		5500	4700	2M62M
		3000	2500	TEM TMH
		6000	5000	2 × TEM TMH
		5800	5000	2TE116
3.	Kena – Vilnius – Vaidotai (Paneriai track G)	5600	4200	ER20CF
		9000	8400	2 × ER20CF
		5000	5000	2M62K
		6000	6000	2M62M
		3300	3000	TEM TMH
		6600	6000	2 × TEM TMH

[18] Maximum train set mass calculated on the basis of the technical characteristics of the locomotive specified, taking into account the technical capacity of the line and taking into account the expected capacity constraints.

No.	Railway Section	Direction of traffic and maximum mass of the train set [18] (t)		Locomotive
		Odd direction	Even direction	
		6300	6300	2TE116
4.	Kena – Vaidotai – Kybartai – Chernyakhovsk (through Valčiūnai bypass)	4000	4000	ER20CF
		7500	7000	2 × ER20CF
		4000	4000	2M62K
		5500	4700	2M62M
		2600	2400	TEM TMH
		5200	4800	2 × TEM TMH
		5800	5000	2TE116
5.	Vaidotai – Kybartai – Chernyakhovsk	4500	4000	ER20CF
		7500	7000	2 × ER20CF
		4500	4600	2M62K
		6000	5500	2M62M
		2600	2400	TEM TMH
		5200	4800	2 × TEM TMH
		6300	5800	2TE116
6.	Kena–Vilnius–Kybartai– Chernyakhovsk	4500	4000	ER20CF
		7500	7000	2 × ER20CF
		4500	4600	2M62K
		6000	5500	2M62M
		2600	2400	TEM TMH
		5200	4800	2 × TEM TMH
		6300	5800	2TE116
7.	Kena – Vaidotai – Radviliškis (through Valčiūnai bypass)	4000	4000	ER20CF
		7500	7800	2 × ER20CF
		3800	4000	2M62K
		4500	4700	2M62M
		2100	2200	TEM TMH
		4200	4400	2 × TEM TMH
		5100	5000	2TE116
8.	Vaidotai, (Paneriai)–Radviliškis	4500	4500	ER20CF
		7500	8000	2 × ER20CF
		3800	4500	2M62K
		4500	5000	2M62M
		2100	2200	TEM TMH
		4200	4400	2 × TEM TMH
		5100	5300	2TE116
9.	Kena–Vilnius–Radviliškis	4500	4500	ER20CF
		7500	8000	2 × ER20CF
		3800	4500	2M62K
		4500	5000	2M62M
		2100	2200	TEM TMH
		4200	4400	2 × TEM TMH
		5100	5300	2TE116
10.	Vaidotai–Palemonas	4800	4000	ER20CF
		7500	7000	2 × ER20CF
		4800	4500	2M62K
		6300	5500	2M62M
		2600	2400	TEM TMH

No.	Railway Section	Direction of traffic and maximum mass of the train set [18] (t)		Locomotive
		Odd direction	Even direction	
		5200	4800	2 × TEM TMH
		6600	5800	2TE116
11.	Palemonas–Radviliškis	4500	5000	ER20CF
		7500	8000	2 × ER20CF
		3800	5000	2M62K
		4500	5500	2M62M
		2100	2500	TEM TMH
		4200	5000	2 × TEM TMH
		5100	5800	2TE116
12.	Radviliškis – Klaipėda, Draugystė (through Kužiai station)	4800	3600	ER20CF
		8300	7000	2 × ER20CF
		3600	3600	2M62K
		5500	4200	2M62M
		2600	2000	TEM TMH
		5200	4000	2 × TEM TMH
		5800	4600	2TE116
13.	Daugpilis–Radviliškis	2600	2400	ER20CF
		5500	5300	2 × ER20CF
		2600	2400	2M62K
		3000	2700	2M62M
		1600	1400	TEM TMH
		3300	3000	2 × TEM TMH
		3300	3000	2TE116
14.	Jelgava–Radviliškis	3400	5000	ER20CF
		7000	9800	2 × ER20CF
		4000	5000	2M62K
		5200	5500	2M62M
		2500	3000	TEM TMH
		5000	6000	2 × TEM TMH
		5500	5800	2TE116
15.	Radviliškis–Sovetskas	3000	2700	ER20CF
		6200	5400	2 × ER20CF
		3000	2700	2M62K
		4400	3600	2M62M
		1600	1800	TEM TMH
		3200	3600	2 × TEM TMH
		4600	4000	2TE116
16.	Radviliškis – Draugystė, Klaipėda (through Pagėgiai station)	3000	2700	ER20CF
		6200	5600	2 × ER20CF
		3000	2700	2M62K
		4400	3600	2M62M
		1600	1800	TEM TMH
		3200	3600	2 × TEM TMH
		4600	4000	2TE116
17.	Radviliškis–Bugeniai	4800	4500	ER20CF
		8800	8200	2 × ER20CF
		4800	4500	2M62K

No.	Railway Section	Direction of traffic and maximum mass of the train set [18] (t)		Locomotive
		Odd direction	Even direction	
		5500	4700	2M62M
		2700	2700	TEM TMH
		5400	5400	2 × TEM TMH
		5800	5000	2TE116
18.	Bugeniai – Klaipėda, Draugystė (through Kužiai station)	4800	3600	ER20CF
		8300	7000	2 × ER20CF
		3600	3600	2M62K
		5500	4200	2M62M
		2600	2000	TEM TMH
		5200	4000	2 × TEM TMH
		5800	4600	2TE116
19.	Gaižiūnai – Klaipėda, Draugystė (through Kužiai station)	4500	3600	ER20CF
		7500	7000	2 × ER20CF
		3600	3600	2M62K
		4500	4200	2M62M
		2100	2000	TEM TMH
		4200	4000	2 × TEM TMH
		5100	4600	2TE116
20.	Šilainiai–Klaipėda, Draugystė (through Kužiai station)	4800	3600	ER20CF
		8300	7000	2 × ER20CF
		3600	3600	2M62K
		5500	4200	2M62M
		2600	2000	TEM TMH
		5200	4000	2 × TEM TMH
		5800	4600	2TE116
21.	Šilainiai – Draugystė (through Pagėgių station)	3000	2700	ER20CF
		6200	5600	2 × ER20CF
		3000	2700	2M62K
		4400	3600	2M62M
		1600	1800	TEM TMH
		3200	3600	2 × TEM TMH
		4600	4000	2TE116
22.	Kena–Vilnius–Kirtimai–Vaidotai	2600	4000	ER20CF
		5100	7800	2 × ER20CF
		2600	4000	2M62K
		3600	5500	2M62M
		1200	1200	TEM TMH
		2400	2400	2 × TEM TMH
		3900	5800	2TE116
23.	Palemonas–Rokai, (Kaunas)–Kybartai	4500	4000	ER20CF
		7500	7000	2 × ER20CF
		4500	4600	2M62K
		6000	5500	2M62M
		2600	2400	TEM TMH
		5200	4800	2 × TEM TMH
		6300	5800	2TE116
24.	Kena–Vaidotai–Paneriai	4000	4000	ER20CF

No.	Railway Section	Direction of traffic and maximum mass of the train set [18] (t)		Locomotive
		Odd direction	Even direction	
		7500	7800	2 × ER20CF
		4000	4000	2M62K
		5500	4700	2M62M
		3000	2500	TEM TMH
		6000	5000	2 × TEM TMH
		5800	5000	2TE116
25.	Jelgava–Rengė–Bugeniai	3900	5500	ER20CF
		6000	6000	2 × ER20CF
		4000	5000	2M62K
		6000	6000	2M62M
		2700	2700	TEM TMH
		5400	5400	2 × TEM TMH
		5400	6000	2TE116
		5400	6000	2TE10
26.	Daugpilis–Naujoji Vilnia–Paneriai–Vaidotai	4000	4000	ER20CF
		6000	6000	2 × ER20CF
		4200	4200	2M62K
		5500	5500	2M62M
		2500	2500	TEM TMH
		5000	5000	2 × TEM TMH
		6000	6000	2TE116
27.	Palemonas–Rokai, (Kaunas)—Šeštokai–Mockava	3500	4000	ER20CF
		7000	8000	2 × ER20CF
		3700	4000	2M62K
		4500	5000	2M62M
		1500	1800	TEM TMH
		4000	5000	2 × TEM TMH
		4800	5300	2TE116
28.	Radviliškis–Pakruojis–Petrašiūnai	3400	3400	ER20CF
		6800	6800	2 × ER20CF
		3400	3600	2M62K
		5000	5000	2M62M
		3200	2500	TEM TMH
		6400	5300	2 × TEM TMH
		5300	5300	2TE116
29.	Paneriai–Rokai, (Kaunas)–Kybartai	4500	4000	ER20CF
		7500	7000	2 × ER20CF
		4500	4600	2M62K
		6000	5500	2M62M
		2600	2400	TEM TMH
		5200	4800	2 × TEM TMH
		6300	5800	2TE116
30.	Paneriai, Vaidotai–Marcinkonys	3600	4000	ER20CF
		7200	8000	2 × ER20CF
		3600	4000	2M62K
		6000	6000	2M62M
		3000	3000	TEM TMH

No.	Railway Section	Direction of traffic and maximum mass of the train set [18] (t)		Locomotive
		Odd direction	Even direction	
		6000	6000	2 × TEM TMH
		6300	6300	2TE116
31.	Jonava–Rizgonys	2100	3800	ER20CF
		4200	7600	2 × ER20CF
		2100	3800	2M62K
		2800	5000	2M62M
		1400	2500	TEM TMH
		2800	5000	2 × TEM TMH
		3100	5300	2TE116
32.	Šeštokai–Alytus	3700	4000	ER20CF
		7400	8000	2 × ER20CF
		3700	4000	2M62K
		5000	5000	2M62M
		2500	2500	TEM TMH
		5000	5000	2 × TEM TMH
		5400	5400	2TE116
33.	Utena–Švenčionėliai	2500	3000	ER20CF
		5000	6000	2 × ER20CF
		2800	3400	2M62K
		3800	4400	2M62M
		1500	2000	TEM TMH
		3000	4000	2 × TEM TMH
		4200	4800	2TE116
34.	Akmenė–Alkiškiai	5000	5000	ER20CF
		7500	7500	2 × ER20CF
		5000	5000	2M62K
		6300	6300	2M62K
		3000	3000	TEM TMH
		6000	6000	2 × TEM TMH
		6500	6500	2TE116

25. EXTRACT FROM THE RAILWAY TRAFFIC RULES, APPROVED BY ORDER NO. 452 OF THE MINISTER OF TRANSPORT AND COMMUNICATIONS OF THE REPUBLIC OF LITHUANIA OF 30 DECEMBER 1999 APPROVING THE RAILWAY TRAFFIC RULES

...<..> "10. OPERATION OF EMERGENCY TRAINS (RAILCARS), FIRE TRAINS AND AUXILIARY LOCOMOTIVES

10.1. General part

10.1.1. Emergency trains (railcars), fire trains and auxiliary locomotives shall be assigned at the request of the driver of the lead locomotive of the train stopped on the track, either in writing, by telephone or radio, or at the request of the road, automation, communication and power supply companies.

Emergency and fire trains shall be called in accordance with the regulations in force for these trains.

Emergency and fire trains and auxiliary locomotives shall be released and run to their destination on the orders of the traffic controller.

10.1.2. When requesting assistance, the driver (assistant driver) of a train stopped on the line shall state in their message to the station master or the traffic controller the kilometre and picket of the head of the train, the reason for the request and the time of the call. In special cases where there is no telephone and radio communication with the station master or the traffic controller, the written request may be transported to the nearest station by a train locomotive.

Uncoupling a locomotive from the trainset is only permitted after the wagons have been secured with wheel stops and handbrakes. Before uncoupling a locomotive from the trainset, the rear cock of the automatic brake line of the wagons to be left on the siding must be turned off completely.

It is forbidden to uncouple a locomotive from the trainset if the track profile of the track on which the train has stopped is insufficient to secure the wagons.

The locomotive crew of an opposing train may also transmit a written request for assistance to the station master at double track sidings.

10.1.3. On receiving a request to dispatch an emergency train, a fire train or an auxiliary locomotive, the station master shall immediately notify the traffic controller. The text of the request received by telephone or radio shall be recorded in the Train Traffic Log.

10.1.4. On receiving a request for assistance, the traffic controller shall immediately notify the regional master.

The regional master and the train traffic controller shall decide from which station on the boundary of the siding the assistance will be provided and to which station the wagons must be towed.

The traffic controller shall notify the driver of a stopped train himself or through the station master by radio of the arrangements for providing assistance.

The traffic controller shall ensure the rapid running of emergency trains, fire trains and auxiliary locomotives and shall, with appropriate knowledge, inform the emergency/fire train managers of the situation at the scene of the incident in order to ensure that the trains are adequately prepared for the work ahead.

10.1.5. Emergency trains, fire trains and auxiliary locomotives shall be released to the siding after all other trains have been withdrawn from it in accordance with the procedure set out in paragraph 13.10 of these Rules.

The locomotive driver is issued with an E-22 permit (white form with a red diagonal).

Depending on which side (front or rear) the assistance is to be provided, the authorisation must specify the location (kilometre) to which the emergency train, fire train or auxiliary locomotive is to run. If the assistance is provided from the rear of the train, the kilometre specified in the request for assistance is modified according to the length of the train.

An E-22 authorisation shall also be issued to the driver when a temporary station is set up at the site of an obstruction to train movements on the siding. The traffic of emergency trains, fire trains and auxiliary locomotives shall then be coordinated in advance between the station masters of the stations bordering on the siding and the temporary station master.

The procedure for the release of auxiliary locomotives on sections equipped with traffic control interlocking is laid down in paragraph 5.2.6 of these Rules.

10.1.6. The driver of an emergency train, a fire train or an auxiliary locomotive, when proceeding to a siding to render assistance, shall take measures to reduce speed within 2 kilometres of the place specified in the authorisation and shall continue to drive with extreme vigilance, being prepared to stop the train immediately in the event of an obstruction on the track.
Before reaching the train that called for help or the site of the work (track repairs, fire-fighting, dismantling of barriers, etc.), the driver must stop the train and continue to follow the instructions of the person in charge of the work.
On arrival at the destination, the driver of the auxiliary locomotive shall coordinate his actions with the driver of the stopped train.
10.1.7. The time of departure and return of an emergency train, fire train or auxiliary locomotive to and from the siding shall be recorded by the station master in the Train Traffic Log and shall be immediately notified to the station master of the other station bounding the siding and to the train traffic controller.
10.1.8. Traffic on a siding or on a particular track shall be authorised by order of the traffic controller, issued on the basis of a notification (in writing, by telephone or radio) from a senior member of the line staff (not below the level of track foreman) involved in the clearance of the obstruction that train traffic on the siding line may resume.
The overhead line fault clearance shall be notified by the energy controller on the basis of a report from the line worker who headed the restoration work.
The traffic controller shall authorise the use of automatic interlocking whose equipment has been damaged, on the basis of an appropriate report from the signal electrician.
Provided that the rolling stock has not derailed and no equipment is damaged, trains may be allowed to run after notification by the driver of the auxiliary locomotive or the relief manager that the rolling stock has been removed and the track is clear.
On double-track automatic interlocking sections, traffic may be released on the relevant siding track by radio after the driver of the auxiliary locomotive has been informed that the stopped trainset is being withdrawn on the correct track.
10.1.9. The driver of a train that has broken down on a siding track must:
- immediately notify by radio the drivers of the trains running on the line and the supervisors of the station masters of the stations bordering the siding of the incident to inform the traffic controller without delay; in the absence of radio communication, the notification shall be made by other types of communication in accordance with the procedure set out in paragraph 18.7.1 of the Technical Operation Regulations;
- send an assistant driver to check the condition of the trainset and of the couplings of the detached wagons; if the couplings are in order, couple the trainset; before coupling the detached parts of the trainset, push the wagons very gently so that the speed of collision does not exceed 3 km/h;
- replace damaged brake hoses with spare hoses or hoses removed from the front of the last wagon or the locomotive.
In all cases where the coupling of the separated parts of the trainset takes 20 minutes or more, the driver shall take measures to secure the remaining part of the trainset without the locomotive by means of wheel brakes and hand brakes.
When the separated parts of the train are coupled together, the assistant driver shall check that the whole trainset is complete by the number of the last carriage and the signal sign at the end of the train. Before running, the wheel brakes must be removed from underneath the wagons, the handbrakes released and a partial brake check carried out on the train.
10.1.10. The coupling of train parts on sidings is prohibited:
(a) in fog, snowstorms and other adverse conditions where signals are not visible;
(b) if the uncoupled part of the trainset is on a gradient of more than 2.5 ‰ and is likely to roll away from the impact in the opposite direction of travel of the train during coupling;
(c) where there is no radio communication between the driver and his assistant. In the exceptional cases referred to in paragraph 10.3.6 of these Rules, the locomotive of the following train may be used to couple the detached part of the train.
10.1.11. If coupling is not possible, the driver shall request that an emergency train or an auxiliary locomotive be brought in accordance with the procedure laid down in paragraph 10.1.2 of these Rules, specifying in addition the approximate distance between the different parts of the train.
In the exceptional cases referred to in paragraph 10.1.2 of these Rules, the written request for assistance may be brought to the station by a locomotive (with or without wagons). The rear end of this locomotive shall be marked in accordance with ST 6.1.
It is forbidden to leave trainsets containing people and dangerous goods of class 1 (explosive substances) on the siding without the protection of railway staff.
10.1.12. The driver of the locomotive carrying the written request for assistance to the station shall:
- at sidings with automatic interlocking, follow the signals of the siding traffic lights;
- on semi-automatically interlocked sidings where there are road stations (block stations), stop the locomotive at the first station along the way and report the incident to the traffic controller; the station master shall release

such a locomotive at the clearance signal of the siding but shall not give the arrival blocking signal. The on-duty masters at other siding block stations shall act in accordance with the requirements of paragraph 6.2.2 of these Rules.
10.1.13. Traffic on the siding shall be prohibited and the locomotive or train assisting a train stopped on the siding shall be released in accordance with the procedure set out in paragraph 10.1.5 of these Rules. If the location of the rear of the train is unknown and assistance is to be provided from the rear, the driver of the auxiliary locomotive (emergency train) shall be issued a white train driver's warning slip (see Annex 19) in addition to the E-22 form with a yellow diagonal and a white E-20 form:
"The location of the parts of the train that decoupled on the siding is unknown."
The driver of a locomotive coming to the rescue with such a warning slip shall drive along the siding with extreme vigilance and at a speed that allows him to stop in time to avoid the obstacle.
10.2. Return of a train from a siding to a departure station
10.2.1. If a train which has stopped at a siding cannot proceed and must be returned to the station of departure, the driver himself, either through the conductor or a member of the locomotive crew, shall inform (in writing, by telephone or radio) the station master and the traffic controller.
On receipt of such a notification, the traffic controller shall stop traffic on the siding (on the relevant siding track) and determine the procedure for the return of the to the departure station.
10.2.2. The train is usually hauled from the siding by an auxiliary locomotive.
In exceptional cases, the locomotive of a stopped train shall be allowed to push the trainset back as far as the station entrance traffic light or the signal sign "Station boundary". Prior to this, all trains on the line (on the line between the stations) shall be stopped by order of the traffic controller and the station master's recorded order shall be given to the driver of the stopped train:
"Traffic of all trains on the ___ (siding track) is closed.
I give permission to pull away train No._ to the entrance traffic light of the station ____ (up to the signal sign "Station boundary"). GSB__".
In the absence of radio or telephone communication, a train may only be pushed after the driver of the stopped train has been given a permit form E-22 (via courier).
At sidings equipped with automatic interlocking, the train clearance order or the E-22 form may be transmitted to the driver of the stopped train if the track between the stopped train and the entrance traffic light (signal sign "Station boundary") is clear.
If a train has left a siding with automatic interlocking and has stopped without clearing the first interlocking section, the train may be moved to the entrance traffic light or the "Station boundary" signal sign without interrupting the siding traffic by verbal permission from the station master:
I give permission to the driver of train No._ to pull away to the entrance traffic light of the station ____ (up to the signal sign "Station boundary"), GSB __."
10.2.3. A train stopped on a siding shall be pushed at a speed of not more than 5 km/h up to the departure station's entrance traffic light (the "Station boundary" signal sign).
A locomotive crew member, conductor or other person/employee designated by the driver shall be at the front of the train to be pushed on the siding (at the braking yard or on special wagon steps).
Diesel and electric trains, heavy railcars and single locomotives shall return from the siding to the station at a speed which allows them to be stopped within the visibility of the signals and the rolling stock; the driver of the diesel or electric train shall move to the next control cab forward of the direction of push.
If the rear end of a train being released has not passed beyond the boundary of the station, it may, if necessary, be pushed back to the station at a speed of not more than 5 km/h in accordance with the procedure laid down in paragraph 14.3.4 of these Rules on a verbal instruction of the station master.
10.2.4. Trains returning from a siding shall be admitted to the station at the entrance traffic light signal or a prohibiting signal in accordance with the procedure laid down in paragraph 12.4.2 of these Rules.
When the arrival route of the train to be diverted has been prepared in accordance with paragraph 10.2.2 of these Rules, the diverting authorisation may be linked to the order to accept the train at the station. In this case, depending on the presence of the entrance traffic light and the acceptance conditions, the text of the signal authorisation shall be supplemented with the words:
"... and go to track ___. The entrance traffic light shows the admitting signal";
"... and drive onto track __ at a prohibiting traffic light signal. The arrival route is ready";
"... and go to track ___. The arrival route is ready."
10.3. Providing assistance to a stopped train on a siding by using the locomotive of the following train
10.3.1. In good visibility, a train with radio communication stopped in an automatic interlocking section can be assisted by:
- a single locomotive following the train;
- a locomotive uncoupled from the following freight train;
- a freight train following the train (without decoupling the lead locomotive).
After a proper assessment of the situation, the recorded order from the traffic controller to the drivers of both locomotives shall specify the method of assistance.

It is forbidden to provide assistance to another train with a locomotive uncoupled from a train containing hazard class 1 goods (explosive substances) or with the whole train.
10.3.2. When a stopped train is assisted by a single locomotive following the train, its driver is given an order: "Train driver of locomotive No._. Provide assistance to train No._ stopped in front of you. ESD __".
When a locomotive is assisted by a locomotive uncoupled from a following train, an order is given:
"Driver of train No._. Secure the trainset, uncouple the locomotive from it and assist train No._ stopped in front of you. ESD __".
Before giving such an order, the traffic controller shall be satisfied that the train from which the locomotive is to be uncoupled is stationary on a section of a track with a favourable profile and that it is practicable to secure the trainset by means of wheel stops and hand brakes in accordance with the procedure laid down in paragraph 10.2.3 of these Rules. The driver is not allowed to uncouple the locomotive from the trainset until it is properly secured.
10.3.3. On receipt of an order from the traffic controller, the driver of the assisting locomotive may enter the occupied blocked section and proceed at a speed sufficient to enable him to stop in time to in front of the train ahead.
The driver must stop the locomotive without reaching the train, inspect the last wagon's automatic coupler, and lock the locomotive's automatic coupler in the "buffer" position, then carefully approach the wagons. Pushing shall be started on the signal (instruction) of the driver of the first train. The drivers of both locomotives must be in radio contact at all times and coordinate their actions. The second locomotive stops pushing on the signal (instruction) of the first locomotive. If a single locomotive has been pushing to follow a stopped train, it will move on after the push is finished, according to the track-blocking signals. If the locomotive providing assistance was uncoupled from the following train, the locomotive will return to its own train when it has finished pushing. However, if the locomotive pushing the train accompanies it to the station ahead, it may rejoin the train left on the siding at the direction of the station master, without giving the driver any further permission to take the siding. The driver stops the locomotive without approaching the abandoned trainset and checks that the automatic couplers are in working order. The driver must drive very carefully until the locomotive is coupled to the trainset.
After the locomotive has been coupled and the brake line has been filled with air to the specified pressure, the automatic brakes are subjected to a partial test. The locomotive crew or the senior conductor then removes the wheel stops from under the wagon wheels and releases the hand brakes.
10.3.4. A following train, without uncoupling the lead locomotive, may provide assistance to a train stopped on the siding only in special cases and on sections specified by the railway manager, provided that the weight and length of the assisting train do not exceed the prescribed limits. When designating the sections and sidings where this method of assistance is to be used, the railway manager shall lay down the procedure for the staff (train drivers, locomotive crew drivers, station masters, etc.) carrying out this work.
10.3.5. Assistance for coupling parts of a freight train which has decoupled on the siding shall be provided in the cases referred to in paragraph 10.1.10 of these Rules and only at the request of the driver.
Assistance can be provided by a single locomotive heading towards the decoupled train, or by a freight train following it, without uncoupling the lead locomotive from it.
In this case, the traffic controller shall issue an order to provide assistance:
"Train driver of locomotive No._. Couple the locomotive you are driving with the wagons detached from train No._ in front and couple them to the front of the trainset. ESD __".
A single locomotive or a following auxiliary locomotive in a trainset shall be coupled to the last wagon of the uncoupled part of the train. The driver of the locomotive of the train in front of the train, having complied with the requirements of paragraph 10.1.9 of these Rules, shall be in command of the subsequent actions. In addition, taking into account the number of wagons in the front and rear of the train, the profile of the track and other conditions, the train shall be coupled either by pushing the front part of the train away from the rear part or by pushing the rear wagons away from the front of the train. Once the separated parts are coupled, the assistant driver of the second train shall uncouple the locomotive from the last wagon and each train shall continue to run separately according to the interlocking signals.
10.3.6. A single locomotive or a heavy railcar stopped at an automatic interlocking siding, unable to proceed independently, may use the following train for bringing a from the siding to the nearest station, without uncoupling the locomotive from it. All this is done by order of the traffic controller, which is passed on to the drivers of both locomotives and to the station master of the station in front of them. The locomotive of the following train is then coupled to a locomotive (railcar) stopped on the siding and travels to the nearest station at a maximum speed of 25 km/h. The railway manager shall determine the method of assistance, taking into account the plan and profile of the track on the section concerned.
10.3.7. A train stopped on the uphill side of an automatic interlocking siding shall be pushed back to a flatter profile from which it could proceed with a clear path from the rear of the train to the station by means of a recorded order from the traffic controller to the driver and the station master of the station behind the train:
"I give permission to the driver of train No ___ to move the trainset to a track with a flatter profile; it is clear up to entrance traffic light (signal sign "Station boundary") of the ___ station. ESD_".

On receipt of such an order, the station master shall not permit trains to enter the siding without a separate instruction from the traffic controller, which shall be given by the traffic controller on receipt of the driver's announcement that the train is moving on again.

10.3.8. A diesel or electric train which is brought to a forced stop and which cannot continue to run independently shall be allowed to couple up with the following diesel and electric train and arrive in a double trainset from the siding to the in route station. The automatic brakes of both trains must be connected to a common brake pipe.

The drivers of these trains shall couple the trainsets on receipt (by any available means of communication) of a recordable order from the traffic controller:

"Drivers of trains No._ and No._, couple the trains and drive in double trainset to __ station. ESD _".

If it is not possible to control coupled trains from the cab of the lead locomotive of the lead train, the train and brakes shall be controlled from the cab of the lead locomotive of the second train, and the running speed shall not exceed 25 km/h. There must be a driver in the front cab of the lead locomotive to monitor traffic and, if necessary, to stop the train suddenly."