LTG INFRA

DESCRIPTION OF THE RAILWAY SERVICE FACILITY (2025-2026)

ENSURING TRACTION CURRENT SUPPLY

Document versions		
Version approval date, Decision No.	**Version No.**	**Descriptions of updates made to the version**
24-09-2025, No SPR-L1(INFRA)-118/2024	1	Approved Railway Service Facility Description (2025-2026) "Ensuring Traction Current Supply”.

_____

APPROVED
By Decision No SPR-L1(INFRA)- /2025 of the Chief Executive Officer of LTG Infra AB of 24 September 2025

RAILWAY SERVICE FACILITY DESCRIPTION (2025-2026) "ENSURING TRACTION CURRENT SUPPLY"

1. General information		
1.1.	**Introduction**	1.1.1. The Railway Service Facility Description (2025-2026) "Ensuring Traction Current Supply" ("**RSF Description**") sets out the conditions and procedures for the provision of the ancillary service related to rail transport, i.e. the service of supplying traction current other than electricity from the overhead contact line to rolling stock (the "**Service**"). 1.1.3. The Service is available to railway undertakings (carriers), other undertakings referred to in Article 28(3) of the Railway Transport Code of the Republic of Lithuania ("the **Code**" or "**RTC**"), undertakings providing shunting services, and applicants referred to in Article 3(34) of the Code ("the **Recipient**"). 1.1.4. The Recipient may choose for the supply of electricity the operator of the railway service facilities (the "**RSF Operator**") or an independent electricity supplier (the "**Independent Supplier**") operating on the basis and under the conditions set out in the Republic of Lithuania Law on Electricity. The RSF Operator shall provide non-discriminatory treatment to all Independent Suppliers and Recipients, regardless of their choice of electricity supplier. 1.1.5. The RSF Description has been drawn up in accordance with the provisions of Commission Implementing Regulation (EU) 2017/2177 of 22 November 2017 on access to service facilities and rail-related services and of the Code. 1.1.6. The RSF Description is published on the website of LTG Infra AB (address: https://ltginfra.lt/infrastruktura/gpi/aprasai/). The reference to the RSF Description is contained in the Public Railway Infrastructure Network Statement for Annual Working Timetable of the Year 2025-2026 (the "**Network Statement**").
1.2.	**Railway Service Facility Operator**	1.2.1. **LTG Infra AB** Geležinkelio g. 2, 2100 Vilnius Email info@ltginfra.lt For more information, please visit the website of the RSF Operator (address: https://ltginfra.lt/infrastruktura/gpi/).
1.3.	**Period of validity and process of updating**	1.3.1. The RSF Description is valid for the period of the 2025-2026 working timetable, i.e. from 13 December 2025, 24:00, to 12 December 2026, 24:00, and shall apply to the use of the Service during that period. 1.3.2. The RSF Description can be updated as needed.
2. Services		
2.1.	**Name of the service**	2.1.1. Service for the supply of traction current, other than electricity, from the overhead contact line to rolling stock. The Service does not include the supply of electricity provided under a separate agreement between the Recipient and the RSF Operator or the Independent Supplier.

3. Description of railway service facilities		
3.1.	**List of objects**	3.1.1. The Service is provided when the Recipient operates an electric train on electrified railway tracks. 3.1.2. For a list of electrified railway lines, please refer to clause 2.3.9 "Electrified railway lines" of the Public Railway Infrastructure Network Statement for Annual Working Timetable of the Year 2025-2026 (address: https://ltginfra.lt/infrastruktura/mpp/tinklo-nuostatai/).
4. Remuneration		
4.1.	**Remuneration information**	4.1.1. The remuneration for the use of the Service (the "Remuneration") shall be calculated on a calendar month-by-calendar-month basis after taking into account the active consumed, reactive consumed, reactive generated and power components according to the component unit rates, the cost of public service obligations (PSO) charged by the electricity supplier and the transmission system operator to the RSF Operator: $E = (R_{ts} \cdot e_1) + (R_{sr} \cdot e_2) + (R_{gr} \cdot e_3) + (R_{gd} \cdot e_4) + (R_a \cdot e_5)$, where: E is the remuneration (EUR); R_{ts} is the amount of technological costs of electricity in the distribution network and in the contact network, which shall be calculated in proportion to the amount of active electricity consumed by the Recipient ($G_{quantity}$) (kWh)*. The technological cost of electricity is 10 per cent of the active electricity input to the contact network. This method of calculating the technological cost of electricity will be applied for as long as there are rolling stock on the network without an Electricity Metering System ("**EMS**") in place. e_1 is the price of the active electricity metering unit, determined by adding the price of electricity set by the independent electricity supplier selected by the RSF Operator, the price of the energy component set by the electricity transmission system operator (Litgrid AB) and the price of public service obligations (PSO) (Baltpool UAB) (EUR/kWh) in the reference month; R_{sr} is the amount of reactive electricity consumed as recorded by the electricity substation metering devices of the RSF Operator, calculated on a pro rata basis according to $G_{quantity}$, (kVarh)*; e_2 is the price of a reactive electricity metering unit, set by the electricity transmission system operator (Litgrid AB) for the reference month (EUR/kVarh); R_{gr} is the amount of reactive electricity generated, as recorded by the electricity substation metering devices of the RSF Operator, calculated on a pro rata basis according to $G_{quantity}$, (kVarh)*; e_3 is the metering unit price of reactive electricity generated, set by the electricity transmission system operator (Litgrid AB) for the reference month (EUR/kVarh); R_{gd} is the amount of the electricity deductible set by the electricity transmission system operator (AB Litgrid), calculated on a pro-rata basis according to $G_{quantity}$, (kW)*;

		e_4 is the price per unit of the electricity power component, determined by adding together the rates for the electricity power component and the rates for the purchase of ancillary service component set by the operator of the electricity transmission system (Litgrid AB) for the reference month (EUR/kW). In the event of an overrun of the electricity power component, the price per unit of the electricity power component (e_4) shall be adjusted by adding the overrun rate to the electricity power component and ancillary service component set by the transmission system operator for the reference month. R_a is the amount of the energy component allocated proportionally according to $G_{quantity}$, (kWh)*; e_5 is the price of an active electricity metering unit, determined by adding the price of the energy component set by the transmission system operator in the reference month and the price of the public service obligations (PSO) (EUR/kWh); * $G_{quantity}$ *determined:* *(1) according to the data from the EMS installed on the Recipient's rolling stock; or* *(2) by applying the electricity consumed per kilometre factor (kWh/km), which shall be calculated by assessing the nominal power of the on-board engine(s) as indicated in the locomotive's technical passport and the average annual running speed per kilometre calculated by the RSF Operator for all passenger or freight trains on the public railway infrastructure network in the preceding year, if the Recipient's rolling stock is not equipped with an EMS, in accordance with the formula below:* $G_{quantity} = k_{ee} - km$, *where:* $k_{ee} = \frac{N}{V_{vid}}$, *where:* k_{ee} *is the electricity consumption per kilometre factor;* N *is the nominal power rating of the on-board engine(s) as stated in the locomotive's technical passport, as provided by the Recipient to the RSF Operator prior to the signature of the Agreement and updated as required during the performance of the Agreement , in kW;* V_{vid} *is the average annual speed of passenger trains recorded by the RSF Operator in the previous year or the average annual speed of freight trains in the previous year, depending on who the Recipient is;* km *is distance travelled in kilometres by electric traction.* 4.1.3. Information on the tariffs for services provided by the electricity transmission system operator Litgrid AB is available on the website of Litgrid AB (address: https://www.litgrid.eu/index.php/paslaugos/paslaugu-palyginamasis-kainorastis/2473). 4.1.4. Information on the price of public service obligations (PSO) is published on the website of the National Energy Regulatory Council (address: https://www.vert.lt/Puslapiai/default.aspx).
4.2.	**Information on discounts**	4.2.1. Discounts are not applicable to the Service.

5. Conditions of securing the service		
5.1.	**Legal requirements**	5.1.1. The Service is provided to the Recipient upon the signature of a RSF Agreement (the "**Agreement** "). **Procedures for concluding the RSF Agreement** 5.1.1.1. In order to enter into the Agreement , the Recipient shall submit a **request for the Agreement** in writing or by email (email *pardavimai@ltginfra.lt)* no later than 2 (two) months before the start of the desired term of the Service (the form of the request for the Agreement is available at https://ltginfra.lt/infrastruktura/gpi/taisykles-ir-sutartys/) and a **completed Customer Questionnaire** (Railway Service Facilities (RSFs) | LTG Infra). 5.1.1.2. If the Recipient's rolling stock is not equipped with an EMS, the Recipient shall provide information in the request for the Agreement on the nominal power of the engine(s) of the rolling stock as stated in the technical passports of the locomotives used. 5.1.1.3. The sample form of the Agreement is published on the Operator's website (reference – the Rules and Agreements). 5.1.1.4. Upon receipt of the request to enter into the Agreement and the completed Customer Questionnaire, the RSF Operator shall acknowledge receipt of the documents and assess whether the documents have been completed correctly. 5.1.1.5. If the RSF Operator determines that the Recipient has provided not all required information in the request for the Agreement and/or in the Customer Questionnaire submitted, it shall inform the Recipient in writing or by e-mail of the deficiencies identified and shall set a deadline of at least 2 working days for the Recipient to rectify the deficiencies, no later than within five (5) working days. 5.1.1.6. If the Recipient fails to respond to the RSF Operator within the time limit set out in point 5.1.1.4 of the Description, or fails to rectify the deficiencies, the RSF Operator shall inform the Recipient in writing or by email, no later than within five (5) working days after the expiry of the time limit, that the Agreement cannot be concluded. 5.1.1.7. Upon receipt of the Customer Questionnaire and in order to verify the information provided in the Customer Questionnaire, the RSF Operator shall carry out a verification procedure of the Recipient, during which it shall have the right to request the Recipient to provide, within a reasonable period of time specified by the RSF Operator prior to the conclusion of the Agreement , any additional data and/or documents to substantiate the circumstances to be verified. 5.1.1.6.1. If, following the verification of the Recipient by the RSF Operator, the Recipient is found to be in the "Unacceptable Risk" or "High Risk" category of legal entities, the RSF Operator shall further assess whether it will enter into the Agreement with the Recipient. If it is decided that the Agreement may be concluded, the RSF Operator may impose additional conditions applicable during the execution of the Agreement. 5.1.1.6.2. If a decision is taken not to enter into the Agreement with the Recipient, the RSF Operator shall inform the Recipient in writing of this decision. 5.1.1.8. Once the Recipient has provided all the information requested by the RSF Operator, the RSF Operator shall

		provide the Recipient with a draft Agreement in writing or by email no later than within 5 (five) working days after receipt of this information. 5.1.1.9. The Agreement with the Recipient shall be for the duration of one working timetable and may be renewed up to two times. 5.1.1.10. The information provided by the Recipient to the RSF Operator shall be protected*, mutatis mutandis,* in accordance with the requirements for the protection of commercial and professional secrets laid down in Article 29[1](10) of the RTC. Complaints against decisions taken by the RSF Operator regarding the provision or refusal to provide the Service to the Recipients, as well as regarding the restriction of the right to use the Service by the Recipients, shall be examined by the regulator of the railway transport market (the Communications Regulatory Authority of the Republic of Lithuania) in a mandatory preliminary non-judicial procedure. 5.1.1.11. A Recipient may submit a single application for a Agreement to access the RSFs and/or the rail-related services provided in these RSFs outlined in different railway service facility descriptions of the RSF Operator, specifying all the accesses to the RSFs and/or the rail-related services provided in these RSFs that it wishes to receive. In this case, the RSF Operator and the Service recipient shall enter into a single Agreement specifying all accesses provided by the RSF Operator to the Service recipient to both the RSFs and/or the Services provided in those RSFs. 5.1.2. During the period of service provision, the Recipient shall have a valid Public Railway Infrastructure Use Agreement with the public railway infrastructure manager, i.e. LTG Infra AB. Information on the establishment of access to the public railway infrastructure is published in the Public Railway Infrastructure Network Statement for Annual Working Timetable (address: https://ltginfra.lt/infrastruktura/mpp/tinklo-nuostatai/). 5.1.3. To provide the service, the Recipient shall have an electricity sale agreement. 5.1.4. The Recipient may choose either an Independent Supplier or the RSF Operator for the supply of electricity: 5.1.4.1. If the Recipient chooses an Independent Supplier for the supply of electricity: 5.1.4.1.1. The Independent Supplier selected by the Recipient shall inform the RSF Operator of this choice at least 10 working days before the date of entry into force of the Electricity Sale Agreement with the Recipient or, if these dates are not the same, the date of commencement of the supply of electricity specified in this Agreement; 5.1.4.1.2. The Independent Supplier shall sign a Cooperation Agreement with the RSF Operator no later than the date of entry into force of the Electricity Sale Agreement with the Recipient or, if different, the date of commencement of the supply of electricity as specified in this agreement, setting out the relationship between the parties to this agreement and the principles of cooperation in accounting for, and the mutual transmission of, the data relating to the electricity used by the Recipient in the contact railway network operated by the RSF Operator. The standard form of the cooperation agreement is published on the website of the RSF Operator (address: https://ltginfra.lt/infrastruktura/gpi/taisykles-ir-sutartys/). 5.1.4.1.3. If the Independent Supplier chosen by the Recipient ceases to supply electricity for reasons provided for in the Electricity Sale Agreement and the Recipient does not choose another Independent Supplier,

		the supply of electricity necessary for the Service shall be provided by the RSF Operator and the cost of the supply of electricity shall be borne by the Recipient. In this case, the electricity supply shall be provided to the Recipient by the RSF Operator on the same terms and conditions as for other users of the electricity supply service. The terms and conditions for the provision of electricity are published on the website of the RSF Operator (address: https://ltginfra.lt/paslaugos/komercines/). Upon becoming aware of the termination of the supply of electricity by the Independent Supplier, the Recipient shall immediately, but no later than within 2 working days, inform the RSF Operator by email of the need to provide the electricity supply service. The electricity supply service is provided until the relationship with the Independent Supplier or the RSF Operator comes into force. 5.1.4.2. If the Recipient chooses the RSF Operator for the supply of electricity, information about the electricity supply service provided by the RSF Operator and the conditions for its provision shall be published on the website of the RSF Operator (address: https://ltginfra.lt/paslaugos/komercines/).
5.2.	**Technical conditions**	5.2.1. The determination of the Recipient's active electricity consumption shall be based on the interoperability of the on-board energy metering systems (EMS) for data transmission with the EMCOS (AERAS) system used by the RSF Operator. 5.2.2. If the rolling stock does not have an EMS system, the amount of active electricity consumed by the Recipient shall be determined in accordance with the procedure set out in point 4.1.1 of the Description.
5.3.	**Self-provision of rail-related services**	5.3.1. Information is irrelevant.
5.4.	**IT systems**	5.4.1. The EMS data of the Recipient shall be transmitted to the RSF Operator via the RSF Operator's system EMCOS (AERAS). 5.4.2. Public rail infrastructure capacity is booked through the RSF Operator's system InfraGo.
6. Capacity allocation		
6.1.	**Requests for services**	6.1.1. Requests for the provision of the Service are not submitted separately. The Service is provided to the Recipient when using electrified railway tracks with an electric train by placing an order for public railway infrastructure capacity in the InfraGo system.
6.2.	**Replying to requests**	6.2.1. Where the Recipient is allocated the relevant railway infrastructure capacity for the use of which the Service is required, the Service shall be deemed to be provided to the Recipient on the use of the relevant electrified railway tracks. No separate replies are provided for the provision of the Service.
6.3.	**Information on available capacity and temporary capacity constraints**	6.5.1. Information on constraints of the use of railway infrastructure related to the provision of the Service shall be published on the website of the RSF Operator (address: https://ltginfra.lt/infrastruktura/mpp/infrastrukturos-pajegumai/).
7. Other information		

7.1.	**Annexes**	7.1.1. Annex. Standard form of cooperation agreement

_____

(Standard form of cooperation agreement on the transmission of electricity consumption data)

COOPERATION AGREEMENT ON THE TRANSMISSION OF ELECTRICITY CONSUMPTION DATA

1. PARTIES TO THE AGREEMENT

1.1. Manager		**1.2. Independent electricity supplier**	
1.1.1. Name:	LTG Infra AB	1.2.1. Name:	
1.1.2. Legal entity code:	305202934	1.2.2. Legal entity code:	
1.1.3. VAT ID number:		1.2.3. VAT ID number:	
1.1.4. Registered office address:	Geležinkelio g. 2, LT-02100 Vilnius	1.2.4. Registered office address:	
1.1.5. Address for correspondence:	Geležinkelio g. 2, LT-02100 Vilnius	1.2.5. Address for correspondence:	
1.1.6. Phone:		1.2.6. Phone	
1.1.7. Email:		1.2.7. Email:	
1.1.8. Representative	*[job title] [name and surname]*	1.2.8. Representative	*[job title] [name and surname]*
1.1.9. Basis for representation	*[legal basis for representation]*	1.2.9. Basis for representation	*[legal basis for representation]*

hereinafter collectively referred to as the “Parties”, and each individually referred to as a “Party”,

have entered into this Cooperation Agreement on the Transmission of Electricity Consumption Data (hereinafter referred to as the "**Agreement**").

2. TERMS AND ABBREVIATIONS

2.1. For the purposes of the Agreement, the following terms and abbreviations are used:

2.1.1. **Manager** means the manager of the public railway infrastructure providing the traction current service to the railway undertaking (carrier) and transmitting to the Independent Electricity Supplier the actual electricity consumption data received from the railway undertaking (carrier) on the basis of the Agreement for railway service facilities.

2.1.2. **Independent Electricity Supplier** means an electricity supplier chosen by a railway undertaking/carrier to supply electricity to a railway undertaking/carrier for the purpose of providing the service of ensuring the supply of traction current from the overhead contact line to the rolling stock by the Manager.

2.1.3. **Parties** means the Manager and the Independent Electricity Supplier.

2.1.4. **Reporting period** means one calendar month.

2.1.5. **EMD** means electricity metering system devices that record the amount of electricity consumed.

2.1.6. **Agreement** means this cooperation agreement on the transmission of electricity consumption data.

2.1.7. **Data Submission Record** means a record of electricity consumed, which describes the recalculation of the amount of electricity consumed or the adjustment of the readings in the event of a malfunction of the EMD, or in the event of an inaccuracy in the reading of the EMD, or in the event of unauthorised consumption of electricity.

3. SUBJECT MATTER OF THE AGREEMENT

3.1. The Manager undertakes to transmit to the Independent Electricity Supplier, in accordance with the terms and conditions set out in the Agreement, the data on electricity consumed by the railway undertaking (carrier) [Name] for the Reporting Period.

4. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

4.1. The Parties represent and warrant to each other that:

4.1.1. The Party is entitled to enter into and perform this Agreement in accordance with its terms and conditions. The Party has performed all legal acts necessary for the proper execution, validity and performance

of the terms and conditions of the Agreement, and the Party and the representative signing on its behalf do not require any authorisation or consent other than that which it has obtained;

4.1.2. By entering into the Agreement and performing its obligations under the Agreement, the Party will not violate any laws, Agreement s, agreements, other documents binding on it, or any interests of creditors;

4.1.3. The Parties have disclosed to each other all information of which they are aware, which is material to the conclusion and performance of this Agreement.

5. OBLIGATIONS OF THE PARTIES

5.1. The Parties agree that the Manager will provide the data transmission service to the Independent Electricity Supplier in accordance with the procedure set out in clause 5.2 of the Agreement, by providing it with the railway undertaking's (carrier's) actual electricity consumption data for the Reporting Period.

5.2. The Manager undertakes to provide the completed Data Submission Record to the Independent Electricity Supplier by email (email: [email address]) by the ___ day of the current month [number].

5.3. The Independent Electricity Supplier shall undertake to inform the Manager of the termination of the Electricity Sale Agreement with the railway undertaking (carrier) and the cessation of the supply of electricity within two (2) working days of the termination of the agreement with the railway undertaking (carrier).

6. METERING OF ELECTRICITY

6.1. Electricity metering devices complying with the requirements of Annex D of the Technical Specifications for Interoperability (TSIs) Guide[1] are used to meter electricity on electric trains.

6.2. If the railway undertaking/carrier does not have an EMD, the electricity consumption data shall be calculated in accordance with Railway Service Facility Description "Traction Current Supply" (address: https://ltginfra.lt/infrastruktura/gpi/aprasai/).

6.3. The Parties shall inform each other of any planned changes to the electricity metering scheme which may affect the correctness of the readings of the electricity metering devices at least five (5) days prior to the commencement of such changes or works, and shall inform each other immediately in the event of any malfunction of the electricity metering devices or elements of the electricity metering scheme, but in any event not later than within one (1) calendar day.

7. VALIDITY OF THE AGREEMENT

7.1. The Agreement shall enter into force on the date of its conclusion, unless the Agreement specifies a different effective date (date, clause, etc.), and shall remain in force for a period of one year from the date of its signature.

7.2. Unless either Party notifies the other Party in writing at least thirty (30) calendar days prior to the expiry of the term of this Agreement of its intended termination, amendment or conclusion of a new Agreement, the Agreement shall be deemed to be renewed for a period of one year in each instance. There is no limit to the number of renewals. Expiry or termination of the Agreement shall not relieve the Parties from the due performance of their obligations under the Agreement.

7.3. The Independent Electricity Supplier shall submit an offer to renew the Agreement to the Manager by email (email: pardavimai@ltginfra.lt) before the last day of the Agreement period, indicating the conditions for the renewal of the Agreement, the period of validity of the offer and any other information required by law.

8. AMENDMENT TO THE AGREEMENT

8.1. The Parties agree that the provisions of the Agreement may be amended and/or supplemented by written agreement of both Parties. The Parties may not unilaterally amend the terms and conditions of the Agreement throughout the term of the Agreement, except as provided for in the Agreement and applicable law.

9. LIABILITY OF THE PARTIES

9.1. The Parties shall be responsible for the proper performance of their obligations under the Agreement to the extent, in the manner and under the conditions set out in the Agreement.

9.2. A Party shall be liable to the other Party for damages and losses caused to the other Party and/or to third parties by its own fault as a result of the non-performance or improper performance of its obligations

---

[1] Address: https://www.era.europa.eu/system/files/2022-11/Guide%20for%20the%20application%20of%20the%20LOC%20%26%20PAS%20TSI%20%28EN%20Version%202.0%20-%2001_01_2015%29%20-%20LT.pdf (see point 4.2.8.2.8)

under the Agreement, and the liability of the Parties shall be limited to direct damages, i.e. no compensation shall be payable for loss of income.

10. TERMINATION OF THE AGREEMENT

10.1. The Agreement may be terminated:

10.1.1. by written agreement of both Parties to terminate the Agreement;

10.1.2. by unilateral written notice from the Manager to the Independent Electricity Supplier not later than 30 (thirty) calendar days before the date of the intended termination of the Agreement;

10.1.3. by unilateral written notice from the Independent Electricity Supplier to the Manager at least 30 (thirty) calendar days before the date of the intended termination of the Agreement;

10.1.4. on other grounds set out in the Civil Code of the Republic of Lithuania and other legal acts.

10.2. Irrespective of the term of the Agreement or the agreement of the Parties, the Agreement shall automatically terminate in the following cases:

10.2.1. The Independent Electricity Supplier loses its licence to carry out electricity transmission activities in accordance with the procedure laid down by law;

10.2.2. In the event of the insolvency or bankruptcy or winding-up of a Party, or for any other reason which deprives the Party of the right to carry on its activities.

11. FINAL PROVISIONS

11.1. If any provision of this Agreement is or becomes invalid, in whole or in part, it shall not invalidate the remaining provisions of this Agreement, provided that the invalidity of any such provision shall not invalidate the entire Agreement. In such a case, the Parties agree to use their best endeavours to replace the invalid provision with a legally enforceable provision.

11.2. The Parties shall not be entitled to assign the obligations under this Agreement to another person in accordance with the requirements of the Civil Code of the Republic of Lithuania and other laws without the separate written consent of the other Party. Failure by a Party to respond within five (5) working days to a written request from the other Party for consent to assign its obligations under the Agreement shall be deemed to constitute consent by that Party.

12. CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA

12.1. All information relating to the Agreement, the performance of the obligations assumed hereunder, the Parties to the Agreement, their activities, as well as other information and data relating to the relationship between the Parties shall be confidential and shall not be disclosed, communicated or otherwise transferred to any third party to any extent whatsoever, except in the cases specified by law or with the other Party's written consent. Confidential information shall be marked "Confidential".

12.2. The confidentiality obligation set out in Clause 12.1 of the Agreement shall not apply to information which:

12.2.1. is considered as public information in accordance with the procedures laid down in the legislation;

12.2.2. was already known to the receiving Party at the time of the original submission and the Party can substantiate this, unless the information has become known solely in the course of the performance of its obligations under the Agreement;

12.2.3. is made available or becomes publicly known without prejudice to the obligations of confidentiality set out in the Agreement;

12.2.4. must be disclosed to the competent public authority in accordance with the procedure and to the extent provided for in the legislation.

12.2.5. A Party shall also not be deemed to be in breach of its confidentiality obligation under Clause 12.1 of the Agreement if confidential information is disclosed to the Party's shareholders, members of the governing bodies and management, employees, railway undertakings (carriers) whose functions require such information for the performance of their work, the Parties' legal and financial advisers and auditors.

12.3. A Party that transfers confidential information to third parties as provided for in the Agreement shall, where possible, ensure the confidentiality obligations of such third parties in relation to the transferred information.

12.4. The confidentiality obligation assumed by the Parties in the Agreement, as set out in this Section 12 of the Agreement, shall remain in force for the entire term of the Agreement (including any renewals of the Agreement) and for a period of ten (10) years from the expiry of the term of this Agreement or its termination without expiry.

12.5. 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

repealing Directive 95/46/EC (General Data Protection Regulation, GDPR), and any other legislation regulating the processing of personal data and their protection.

12.6. Each Party shall inform its employees of the other Party's processing of their personal data 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 with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and shall, on request, provide certifying documentation to the other Party to that effect. The Party failing to perform or improperly performing its obligations under this Clause shall be liable to compensate the other Party for any damages suffered as a result, including, but not limited to, fines and/or other pecuniary penalties imposed by public authorities.

_____

Cooperation Agreement on the Transmission of Electricity Consumption Data
Annex 1

DATA SUBMISSION RECORD

(date)

(name of the railway undertaking (carrier))

(reference period)

The Manager shall certify by this Record the electricity consumption data of the railway undertaking (carrier):

N	Service name, UoM	Place of service	Readings
1	Electricity, kWh		
2			
...			