

# Addendum to the Track Access Agreement between XX and Infrabel

## Performance Scheme (PR) – "Bilateral Model"

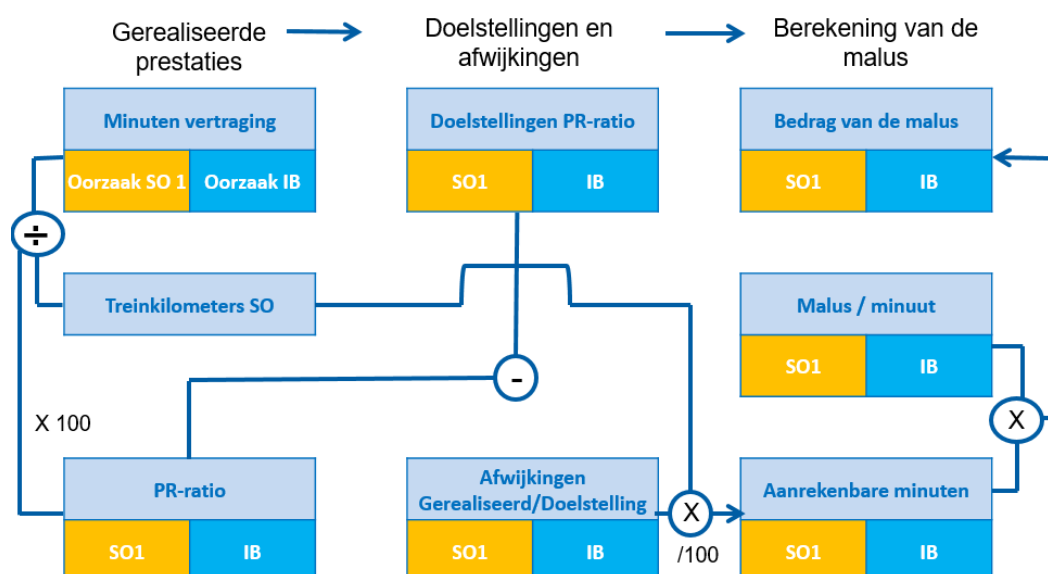
### 1. Description of the bilateral model of PS

The introduction of a performance scheme between the railway infrastructure manager and the railway undertakings fulfils the European obligations as stipulated in Article 35 of the EU Directive 2012/34/EU. Under the Article 23 of the Rail Code, the Performance Scheme is part of the Track Access Agreement concluded between the infrastructure manager and each railway undertaking using that infrastructure.

The Performance Scheme, which is based on a bilateral model between the infrastructure manager and the railway undertakings, came into force on 1 January 2020.

The Performance Scheme – Bilateral Model is based on the principles listed below.

Other aspects of the Performance Scheme are stated in the Network Statement<sup>1</sup>.



### 2. Minutes of delay

The infrastructure manager shall record the disruptions and allocate the number of minutes of delay for each party involved, namely, on the one hand, the infrastructure manager itself and, on the other hand, the railway undertakings.

<sup>1</sup> See Appendix B.5 of the Network Statement Part 1

The "minutes of delay" are calculated according to the following formulas:

- Minutes of delay RU1(i) = the sum of all minutes of delay attributed to the RU (i) during the measurement year.
- Minutes of delay IM/RU (i) = the sum of all minutes of delay of the RU attributed to the IM (i) during the measurement year.

Not taken into account when measuring performance of the parties:

- 1) disruptions attributable to third parties
- 2) disruptions due to a serious accident, as provided for in Article 3, 2°, of the Rail Code.

The following rules shall apply under the performance scheme "Bilateral Model":

- A passenger train may be delayed by no more than 30 minutes
- A freight train may be delayed by no more than 180 minutes
- A cancelled passenger or freight train corresponds to 0 minutes of delay.

### 3. The Performance Scheme Management Body (PSMB).

#### 3.1 Role and tasks

The Performance Scheme Management Body (PSMB) is the single point of contact for information, consultation and decision-making between the infrastructure manager and the railway undertakings regarding the Performance Scheme.

The PSMB meets at least twice a year to make decisions regarding the implementation and evolution of the Performance Scheme:

- it makes proposals regarding the decisions on the evolution of the economic model of the Performance Scheme, which it also validates (evolution of the values of the minutes of delay, increase or decrease of the ceilings of the penalty, etc.);
- It sets and validates PS ratio targets;
- It defines and validates the set targets for improving PS indicators;
- It lays down rules for the distribution of information.

#### 3.2 Composition

The Performance Scheme Management Body (PSMB) consists of two separate parts:

- The infrastructure manager;
- The railway undertakings that wish to be represented on it.

The general basic principle of the PSMB is essentially based on **parity of votes between the two parties, on the one hand, the infrastructure manager and, on the other, the railway undertakings.**

The Regulatory Body for Railway Transport shall act as an arbitrator in case of disagreement between the two parties, in accordance with the role assigned to it in the Rail Code.

### 4. The "Arbitration" unit

The "Arbitration" unit collects the disputes of the "accounts" of incidents by the railway undertaking, in order to analyse them and find an objective and appropriate solution for them.

The "Arbitration" unit can be contacted at the following email address:  
[arbitration\\_punctuality@infrabel.be](mailto:arbitration_punctuality@infrabel.be).

## 5. Payment methods

One of the two parties to whom a penalty is assigned, either the infrastructure manager or the railway undertaking, shall pay the amount of the **penalty**<sup>2</sup> assigned to it for the past calendar year.

Payment is due by no later than 30 June of the year Y+1.

The details of the bank account opened by the infrastructure manager, as well as the invoicing address of the railway undertaking and payment method chosen, shall be specified in the annex.

The railway undertaking shall inform the infrastructure manager of any change to the invoicing address or payment method. Such change shall take effect on the first day of the second month following the notification to the infrastructure manager.

Notification of a dispute of the penalty, the amount thereof, or any of the elements regarding the payment of the penalty shall not remove the obligation to pay the full amount of the penalty.

If the penalty is not paid in full within a period of **3 months** from the receipt of the cost invoice, the following provisions shall apply together:

- The amounts due shall be increased by operation of law by the statutory interest rate. In addition to the interest, a fixed amount of **EUR 200 plus VAT** is payable for file processing fees, as well as additional collection and recovery costs.
- The infrastructure manager shall recover the sums due from the railway undertaking by all means of redress.

## 6. Reporting

The General Secretariat of the Performance Scheme Management Body shall prepare an annual report on the Performance Scheme, highlighting each party's activities individually. This report will be sent on 30 April of the year Y+1.

Each railway undertaking shall be informed by the "Arbitration" unit through this report of the results that concern it, namely:

- Effective minutes of delay
- Effective train kilometres (tr-km)
- Ratio (Min. Delay/100 tr-km)
- Target to be achieved
- Penalty/Minute
- Capped penalty after discount

The "Arbitration" unit shall prepare a provisional monthly report of PS results, in particular the monthly Dashboard PS 2020. The report of the month M shall be sent to the railway undertaking by no later than the last day of the month M+2.

This is a provisional report, pending the final closure of all disputed accounts by the "Arbitration" unit. Final results will not be available until the final annual report.

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<sup>2</sup> See Annex B.5 of the Network Statement Part 1 - point 3



Drawn up in duplicate, in Brussels, on

For Infrabel

For XX

**Ann Billiau**

**XX**

Chief Client Officer

XX



**Annex 1 to the ADDENDUM to the Track Access Agreement between XX and Infrabel –  
Performance Scheme (PR) – "Bilateral Model" applicable as of 1 January 2020****Payment method for penalty** *[DATE]***Invoicing address**

Invoices from INFRABEL shall be sent to the following address:

*[NAME of RU] office concerned**[Street]**[Postal code + City]*And by e-mail via the following addresses: *[email address]****[NAME OF BANK]*****IBAN:** *[BEXX XXXX XXXX XXXX]***BIC:** *[XXXXXXXX]*

Payment method

**[PAYMENT METHOD]****Bank details of Infrabel**

INFRABEL nv "Bonus-penalty punctuality"

Place Marcel Broodthaers 2

1060 Brussels

Belgium

**BELFIUS BANK****IBAN:** BE 36 0688 9921 4881**BIC:** GKCCBEBB