



Train Information System

(TIS)

TIS MEMBERSHIP REGULATION

(version December 2021)

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1 Abbreviations and Definitions

In addition to the other terms defined elsewhere in this Regulation, the following words and terms shall have the meaning set forth below:

Regulation	means this Regulation for TIS-membership. This Regulation is considered a multilateral agreement between all RNE Full Members. When joining TIS thus, RNE Full Members are not required to sign a separate accession agreement to TIS, i.e., all RNE Full Members are bound to the said Regulation towards RNE and the other RNE Full Members and no additional bi-lateral agreement needs to be concluded with RNE. All already signed at the time bilateral TIS agreements with RNE Full Members were superseded by the first version of this TIS-Membership Regulation approved by RNE General Assembly on 4 December 2013.
Advisory Board (AB)	means the advisory body to RNE for cooperation among TIS Users. AB consists of one representative per Applicant/Service Facility Operator/Wagon keeper/Rail Freight Corridor and is open permanently to all TIS users. The main purpose of the AB is to propose developments of TIS.
Applicant	means a RU or an international grouping of RUs or other persons or legal entities with a public-service or commercial interest in procuring infrastructure capacity. Customer as defined in the TAF TSI Regulation (i.e., an entity which has issued the consignment note to the lead RU, in other words the consignor) is considered an Applicant in this Regulation.
Change Control Board (CCB)	means the advisory body pursuant to clause 3.5.
TIS Data	means the collection of train information provided by TIS -Members, Service Facilities Operators and Applicants (in the format pursuant to Annex A). TIS Data is non-personal data brought into being by IM's command and signalling systems, processed in the IMDS and transmitted to TIS in mainly TAF and TAP TSI messages format. ¹ Other formats of messages are acceptable for TIS as long as they are convertible into and compliant with the TAF/TAP TSI standard. TIS Data also contains data derived from the TAF and TAP TSI messages such as linked trains, statistics, reports, etc. In principle, TIS Data is confidential information.
TIS Data Exchange	means any data transfer to or from the TIS among the stakeholders as defined in Annex II to the TAF TSI Regulation and the actors as defined in the TAP TSI Regulation pursuant to clause 5.1.6.
TIS Data Sharing	means licensing of particular data sets of TIS Data to EU Bodies and entities mandated by EU Bodies in anonymised form (i.e. without the

¹ See Commission Regulation (EU) No 1305/2014 of 11 December 2014 on the technical specification for interoperability relating to the telematics applications for freight subsystem of the rail system in the European Union and repealing the Regulation (EC) No 62/2006 ('TAF TSI') and Commission Regulation (EU) No 454/2011 on the technical specification for interoperability relating to the subsystem 'telematics applications for passenger services' of the trans-European rail system ('TAP TSI') and the European Union Agency for Railways complementing technical documents.

	Applicant identification) free of charge or against remuneration in any form. In case of possible charging, until a charging system is approved by the RNE GA, the IM/IMs concerned with the data request shall be asked for approval.
EU Bodies	means only European Commission, European Union Agency for Railways, other European Union bodies, and entities mandated by EU bodies.
Downtime	means the time period in which any Data Exchange with TIS is not possible due to a central systems regular maintenance (planned downtime) or malfunction which could result in loss of Data packets or Data integrity of not completed or interrupted transfers (unplanned downtime).
General Assembly	means the RNE General Assembly.
IM	means an Infrastructure Manager.
IMDS Data	means the TAF and TAP TSI messages for Domestic and International Trains provided by the TIS-Member into TIS.
IMDS	means the Infrastructure Manager's domestic system which is the national traffic control and/or information system of a TIS-Member producing or feeding the IMDS Data for TIS.
IROG	means the Internal Regulations and Operational Guidelines of RNE.
Maximum Downtime	means the total time period of Downtime allowed.
Domestic Train	means freight or passenger train running in Europe where the train crosses no state border.
International Train	means freight or passenger train running in Europe where the train crosses at least one state border.
Quality Manager	means the person identified as contact person (and/or its substitute, as the case may be) by RNE or the TIS-Member which is sufficiently familiar with the technical concepts of TIS, IMDS and the Data Exchange.
Rail Freight Corridor (RFC)	means a corridor set up and organised in accordance with Regulation 913/2010
RU	means a Railway Undertaking.
Reaction Time	means the maximum time allowed for a TIS-Member to initiate remedial actions following a certain event.

TB TIS-Member	means the person identified as contact person (and/or its substitute, as the case may be) by the TIS-Member which is sufficiently familiar with the technical concepts of TIS, IMDS and the Data Exchange Technical
Technical Board	means the advisory body to RNE for the cooperation among RNE members which are TIS Members as well. The main purpose of the TB is to render advice, assistance and support in connection with the technical aspects of TIS. TB consists of one representative per TIS-Member (IM).
Service Facility (SF)	means the installation, including ground area, building and equipment, which has been specially arranged, as a whole or in part, to allow the supply of one or more services referred to in points 2 to 4 of Annex II to Directive 2012/34 ² ;
Service Facility Operator (SFO)	means any public or private entity responsible for managing one or more service facilities or supplying one or more services to railway undertakings referred to in points 2 to 4 of Annex II to Directive 2012/34.
TIS	means RNE's Train Information System, a TAF/TAP TSI compliant real-time traffic information system for passenger and freight trains in Europe.
TIS-Member	means any Infrastructure Manager being a Full Member of RNE or any Infrastructure Manager being a Party to a valid TIS Membership Agreement for IMs non RNE members having an access and using the system with read-only or read/write permission following the stipulations of this Regulation or the TIS Membership Agreement for IMs non RNE members.
TIS Reporting Points	means primary location codes and secondary location codes on the IM's domestic network as defined by the IM for the IMDS Data transfer.
TIS-User	<p>means any legal entity which is not a TIS-Member with a right to use TIS and to access TIS Data, which may enter into a different agreement on the terms and conditions of its use such as:</p> <ul style="list-style-type: none"> - any Applicant (e.g., Railway Undertaking, shipper/consignor, freight forwarder, combined transport operator, etc.). - any Service Facility Operator (e.g., freight terminals, maritime and inland ports, etc.). <p>Both categories above fall under the definition of Stakeholders according to the TAF TSI Regulation (see Annex II Glossary).</p> <p>The TIS-User can also contribute to the TIS Data with the messages where he is considered a sender under the TAF and TAP Regulations and ERA technical documents (e.g., Train Composition Message) or using other data formats (e.g., GPS messages).</p>

² Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area (recast).

	IT suppliers, even in possession of organisation code (formerly known as RICS/company code issued by UIC), are not considered TIS-Users and are not entitled to Data Exchange with TIS. They can only facilitate the Data Exchange of TIS-Members and TIS-Users.
Reference files (CRD)	means the information about the countries, locations and companies involved in the train run.
RNE JO	means the RNE Joint Office in Vienna.
RNE Full Member	means an IM or AB subject to full membership in RNE in accordance with the RNE Statutes.
CET	means Central European Time.
Wagon Keeper	means the person or entity, who being the owner or having the right to dispose of it, exploits a wagon economically in a permanent manner as a means of transport and is registered as such in the European Centralised Virtual Vehicle Register (ECVVR) maintained by the European Union Agency for Railways.

2 Introduction

This document describes and regulates the TIS-membership among the RNE members.

As part of the rail IT architecture, the aim of TIS is to exchange train information in secure trusted interoperable environment among all rail actors/stakeholders in the single European railway area. RNE has designed and developed the Train Information System (TIS). TIS supports domestic and international train management by delivering real-time train data concerning domestic and international passenger and freight trains. Thus, it is possible to follow the complete run of international trains via TIS across European borders. Additionally, TIS provides domestic trains in order to meet the customers' demands of railway undertakings operating on several railway networks across Europe. TIS consists of hardware and software components (the central system). Each TIS-Member transfers the data containing the relevant train information from its domestic system to TIS.

TIS is operated by the RNE, managed by TIS Change Control Board and TIS Technical Board considering the TIS Advisory Board recommendations.

As an owner of copyright over the TIS computer program and the TIS database RNE has the lawful and exclusive right to operate TIS and to grant licenses to TIS Users to access and use the system with read-only or read/write permission or grant licenses to EU Bodies to TIS Data in anonymised form free of charge or against remuneration in any form. Until a charging system is approved by the RNE GA, the IM/IMs concerned with the data request shall be asked for approval. On the other hand, the respective Infrastructure Manager has the obligation to refrain from any actions which could enable him or third parties to copy or reproduce TIS.

According to Art. 8(9) of Regulation (EU) No 913/2010 concerning a European rail network for competitive freight the management board shall coordinate in accordance with national and European deployment plans the use of interoperable IT applications or alternative solutions that may become available in the future to handle requests for international train paths and the operation of international traffic on the freight corridor.

According to Art. 7(3) of Commission Implementing Regulation (EU) 2017/2177 on access to service facilities and rail-related services where relevant, operators of service facilities, infrastructure managers and applicants shall cooperate to ensure efficient operation of trains from and to service facilities. In the case of trains using rail freight terminals, including those in maritime or inland ports, this cooperation shall include the exchange of information on train tracking and tracing and, where available, the estimated time of arrival and departure in the event of delays and disturbances.

TIS is this IT solution to handle the operation of international traffic on the railway freight corridors and facilitate the exchange of information with SFOs.

3 Objectives

- 3.1 The TIS is a real time traffic information system for passenger and freight trains in Europe designed, developed and operated by RNE. TIS consists of hardware and software components which form the central system. Front-end applications are distributed to, and executed by, the TIS Members. RNE is responsible for the operation of TIS subject to the terms of this Regulation, but cannot verify in each case the quality, correctness, completeness or timing of the Data stored in TIS.
- 3.2 The TIS Member shall transfer the data for international trains containing the relevant train information from its IMDS to TIS and shall secure the TIS Data Exchange process and the accuracy, quality and updating of the TIS Data according to its IMDS. The TIS Members can provide data for Domestic trains in TIS subject to its own decision.
- 3.3 In order to facilitate the TAF and TAP data exchange in rail sector RNE shall enter into user agreements with RUs and other TIS Users (e.g., Applicants and SFOs) for online web access and/or interface agreements for set-up a data gateway in TIS for real-time TIS Data Exchange (i.e., TIS interface).
- 3.4 TIS is merely an additional source of information on international rail traffic. However, by providing TIS RNE does not in any way assume the responsibility of national rail traffic control or management authorities, railway undertakings or infrastructure managers, whose operations and liability will continue to be determined by applicable law governing safety.
- 3.5 Change Control Board (CCB)
 - 3.5.1 The RNE Members have established the CCB as an advisory body to RNE for the cooperation among RNE members which are TIS Members as well. The main purpose of the CCB is to render advice, assistance and support in connection with the development of TIS. The CCB consists of TIS-Members.
 - 3.5.2 Each TIS Member with connectivity to TIS may appoint a representative to the CCB.
 - 3.5.3 RNE's General Assembly shall have the right to determine the rules of formation and procedure of the CCB and the particulars of its involvement and participation in the development of TIS, in particular with regard to:
 - the implementation of new features and improvements of TIS;
 - the usage of manpower and working days under the software maintenance contract;
 - the procedural aspects and the management of TIS; and
 - the design and future strategies of TIS.

3.6 Development of TIS

- 3.6.1 RNE shall further develop TIS according to the decisions of RNE's General Assembly and shall take into account any advice or recommendations of the CCB.
- 3.6.2 RNE shall inform the representative of the TIS Member in the CCB about updates and new releases of TIS on a yearly basis and in each case at least two months ahead of any new release.
- 3.6.3 RNE shall inform the TIS Members about the service delivery level of its supplier on a yearly basis.
- 3.6.4 RNE shall provide the TIS Member with a copy of the any release notes, test reports and other documentation relating to the changes of every new release.
- 3.6.5 Software deployment is arranged by RNE or its subcontractors.

3.7 Third Party Software Components

RNE shall manage all third-party software components of TIS (middleware or operation system).

4 Engagement of RNE and Operation of TIS

4.1 Operation of TIS

- 4.1.1 RNE shall provide the TIS Member with access to TIS for Data Exchange, including the Data Exchange for information relating to TIS Reporting Points of the TIS Member.
- 4.1.2 The TIS Member shall have access to all TIS Data of any other TIS Member and to all TIS Data of TIS Users in the format set forth in Annex A. The TIS Data of other TIS Members is subject to confidentiality pursuant to clause 7. Apart from the Data not being part of the information of Annex A, it is not allowed to enter any information into TIS that would qualify as "personal data" under the GDPR without the required consent of the person concerned.
- 4.1.3 RNE shall provide all relevant documentation necessary for a TIS Member to use TIS and to implement a Data Exchange with TIS (including, but not limited to, a user's manual, a maintenance guide, a technical training presentation and an outline of the IMDS-TIS interface specifications).
- 4.1.4 The rights under this Regulation granted to a TIS Member to access, use and exchange Data with TIS are non-exclusive and expire upon termination of TIS-membership. The TIS Member understands and agrees that RNE has at any time the right to share TIS Data with EU Bodies and to allow Data Exchange with other TIS Members and TIS Users and to use and share all TIS Data in this manner also after the termination of its TIS-membership. Data sharing with EU Bodies shall take place subject to confidentiality pursuant to clause 8 of this Regulation and point 3.10 of RNE Big Data Governance Framework (i.e., in a fully anonymised form).
- 4.1.5 RNE has the right to update and/or modify TIS to meet legal, commercial, administrative and/or technical requirements and future developments. RNE will inform the TIS Member about any updates and changes to TIS and/or any new or discontinued features as early as possible.
- 4.1.6 RNE will offer TIS training sessions. The costs of training sessions are borne by the participating TIS Members.

4.2 System Availability

RNE shall procure that, except as permitted in this Regulation, TIS is accessible and available for Data Exchange (over an internet connection or the HOSA gateway) as follows:

Regular time of operation:	Monday to Sunday 24 hours per day except the Downtime needed to assure the system availability.
Service level:	The general service level for TIS is 98.5% per annum.
Regular maintenance:	Monday morning between 10:00 a.m. and 12:00 a.m. (CET), for a maximum of 60 minutes.

Maximum Downtime:	The Maximum Downtime is 1.5% and will be measured per quarter. The Maximum Downtime does not include regular maintenance time needed to secure or improve normal system operation and availability. The latter is part of the general Service Level.
User-Helpdesk:	Every day between 9:00 a.m. and 4:00 p.m. (CET) except on Saturdays, Sundays and on statutory holidays in Austria.
2 nd Level Service Desk	Monday to Sunday 24 hours per day.
Reaction Time:	4 hours after the report of an incident within the regular time of operation of TIS.

4.3 Incident Management

4.3.1 RNE, or a subcontractor on behalf of RNE, shall offer a helpdesk with telephone support in English, available 24 hours a day, 7 days a week, for reporting incidents regarding TIS and respective follow up information. RNE's helpdesk is available exclusively to the Quality Manager of the TIS Member or the maintenance unit of the TIS Member.

4.3.2 RNE shall provide a web ticketing service where incidents regarding TIS can be reported by the TIS Member during office hours (between 9:00 a.m. and 4:00 p.m. CET).

4.4 Maintenance Service

4.4.1 RNE reserves the right to make TIS unavailable for maintenance and shall notify the TIS Member at least one calendar week in advance of any planned maintenance works outside of the regular maintenance schedule. Timely notified Downtimes are subject to the general Services Level and not to the Maximum Downtime threshold pursuant to clause 4.2.

4.4.2 In case of an emergency or if there is a need for urgent work to be carried out, in each case to be determined in the reasonable discretion of RNE, RNE reserves the right to make TIS unavailable without giving any notice in advance.

4.5 Quality Manager

4.5.1 RNE shall appoint a Quality Manager and at least one substitute with the aim to improve the quality of the Data in TIS on a general and a national level. The Quality Manager shall fulfil mainly the following tasks:

- Steering the database maintenance, monitoring and support for TIS
- Supporting the development of the database architecture of TIS
- Monitoring the quality and ensuring the efficiency of compiling the Data for TIS
- Generating reports and statistics from existing applications of TIS
- Defining routines and procedures to automatically check and verify the Data quality by the TIS

4.5.2 RNE's Quality Manager and the TIS Member's Quality Manager shall work together to safeguard the quality of the Data as far as commercially possible and RNE's Quality Manager shall consult and assist the TIS Member's Quality Manager with matters relating to TIS, Data Exchange and the data quality if and where required.

4.5.3 RNE's Quality Manager shall be available every business day between 9:00 a.m. and 4:00 p.m. (CET), except on Saturdays, Sundays and statutory holidays in Austria.

4.6 Backup and Recovery of Lost Data

4.6.1 RNE ensures a daily backup of all Data stored in TIS. The restore of backups of Data of the central system is available to the TIS Member at no additional costs.

4.6.2 RNE shall keep any backups of Data for a period of at least 18 calendar months from the backup's recording.

5 Engagement of the TIS Member

5.1 Data Exchange

- 5.1.1 TIS Members shall provide train information into the TIS in accordance with the technical specifications of RNE (e.g., *RNE Guidelines on basic TIS requirements on data delivery for reporting purposes*).
- 5.1.2 The TIS Member shall transfer any data to TIS in the format set forth in Annex A. The TIS Member shall specify its TIS Reporting Points and submit to RNE or enter into TIS the respective details.
- 5.1.3 The TIS Member shall set up an automated process for Data Exchange so that the data of its IMDA is automatically transferred to TIS or enter the data into TIS by manual input.
- 5.1.4 The TIS Member shall use its IMDS to collect data and transfer the data to the TIS' central system using the version of the TIS interface dossier agreed in the CCB.
- 5.1.5 The details regarding the transfer, the quality, the format and the time of the delivery of the data are specified in Annex A. All coding in TIS should be made using the EU law standards in its latest version.
- 5.1.6 In case data cannot be transferred to TIS as provided for by this Regulation (e.g. due to a failure of the IMDS, Downtime of TIS, loss of internet connection, etc), the TIS Member shall upload any missing data as soon as possible (if appropriate). If the failure has been caused by the TIS, the performance levels for the train running information messages defined in Annex A shall be adjusted accordingly.
- 5.1.7 The TIS-Member has currently the option as to the method for Data Exchange with the TIS: over the internet using the gateway of the TIS Member's local internet service provider.
- 5.1.8 During the TIS-membership the TIS Member shall maintain an operational internet or HOSA connection.
- ### 5.2 Quality Management of IMDS' data
- 5.2.1 The TIS Member is responsible for the quality and accuracy of the data provided by it to TIS.
- 5.2.2 The TIS Member shall appoint a Quality Manager (to be named by the TIS Member's representative in the CCB) within four calendar weeks upon the connectivity to TIS non-test system as the contact person for issues regarding quality management of its domestic data (Annex B). The TIS Member shall bear its own costs for the quality management of domestic data required for Data Exchange with TIS.
- 5.2.3 The Quality Manager of the TIS Member shall be available:

Service hours:	Every day between 9:00 a.m. and 4:00 p.m. (time of TIS-Member's country) except on Saturdays, Sundays and on statutory holidays of the TIS-Member's country.
Reaction Time:	4 hours within regular service hours of TIS Member's Quality Manager.

5.3 Availability of Data Exchange

Time of operation:	Monday to Sunday 24 hours per day except the Downtime needed to assure the system availability.
Maximum Downtime:	The TIS-Member shall with all reasonable means seek to ensure that the availability of a TIS-Member's data allows TIS to meet this general Service Level pursuant to clause 4.2.

TIS regular maintenance:	Monday morning between 10:00 a.m. and 12:00 a.m. (CET), for a maximum of 60 minutes.
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5.4 Announced Maintenance Services

- 5.4.1 If a TIS Member wishes to carry out scheduled maintenance works on its IMDS that exceeds 60 minutes and impacts TIS (e.g. performed outside of TIS' regular maintenance schedule), the TIS Member shall notify RNE at least one calendar week in advance.
- 5.4.2 In case of an emergency or if there is a need for urgent work to be carried out, the TIS Member reserves the right to make its IMDS unavailable without giving any notice in advance.

6 Financial provisions

6.1 TIS-Member Costs

The initial set up fee

- 6.1.1 The TIS Member shall pay once a fee of EUR 6,500 for the initial set up. The invoice will be sent from RNE to the TIS-Members after the first connection between the TIS Member IMDS and the TIS Test system according to the timeline set forth in Annex C. This invoice issued by the RNE and sent by it to the TIS-Member shall become due no sooner than 30 days following the receipt of the invoice by the TIS-Member.

The Operational Coasts

- 6.1.2 Operational costs are all reasonable costs incurred by RNE for the operation of TIS, including hosting, electricity, hardware, backups, network costs, communication fees, the HOSA connection, RNE's costs relating to safeguarding the quality of the Data and for the management of TIS performed by RNE such as documentation, coordination of works and services, performance analysis and system design.
- 6.1.3 The overall operational costs are included in the RNE annual membership fee (the amount net of VAT, if applicable).
- 6.1.4 RNE shall give an annual report in writing about the Operational Costs to the CCB and the General Assembly.

6.2 Charging for TIS Data

- 6.2.1 On behalf of RNE Full Members RNE may charge TIS Users for the exchange of the TAF and TAP TSI messages as listed in Annex D. To this end and considering that the IMs are the original senders of those messages, TIS Members shall explicitly authorise by mean of approval of this Regulation RNE to charge on behalf of them and conclude the needed licence agreements provided that the charging is allowed for particular RNE Members under the applicable law. The charges shall be imposed in accordance with Union law (e.g., TAF TSI Regulation), and shall respect in particular the principles of fairness, transparency, non-discrimination and proportionality. The legal template(s) and the business model shall be approved and regularly updated by the General Assembly as deemed necessary in line with the relevant EU law.

7 Notices

- 7.1 Notice details of the RNE JO and the TIS-Members are specified in Annex B.
- 7.2 Any information, other than transfer of Data, exchanged between the RNE JO and the TIS-Member shall take place through the contact points mentioned in Annex B.
- 7.3 The TIS-Members and RNE JO will inform each other in writing about any changes in their contact data, in particular with regard to their email and postal addresses. Until the RNE JO has validly received the new contact details of the TIS-Member, any communication served on the last notified contact information will be considered to have been validly received.
- 7.4 RNE shall send information relating to TIS functionality by an e-mail newsletter to the TIS Member and publish the same on the TIS website (<https://tis.rne.eu>).
- 7.5 Any other communications or notices shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) mailed by registered or certified mail (return receipt requested), (c) sent by overnight courier, or (d) by email.
- 7.6 Any such other notices and communications shall be deemed to have been received, (a) if by personal delivery at the time of actual delivery; (b) if by certified or registered mail, on the third business day after the mailing thereof; (c) if sent by overnight courier on the day of actual delivery; and (d) if by email, as soon the receipt of such email has been acknowledged by the recipient by return email (automatically generated notices or communications shall be disregarded for the purposes of what constitutes a return e mail; if a RNE JO or a TIS-Member has requested a confirmatory reply email, the recipient shall promptly honour this request upon the email's receipt and sent an acknowledgement).

8 TIS User Account Management, Access to TIS Data and Confidentiality

- 8.1 RNE shall ensure that access to TIS is secured by login name and password and configured that the system is only accessible to authorized TIS Members, TIS Users and RNE JO personnel in charge of TIS. For each employee to be authorized to access TIS on behalf of the TIS Member, the person her/himself shall fill in the contact data (first and last name, and email address) and give the consent for personal data processing on the TIS login page. The TIS-Member's employees are not allowed to share their TIS account's credentials with any other individual within or outside the TIS-Member's company. In case of a misuse of TIS account (e.g., sharing of credentials), RNE reserves the right to immediately deactivate and delete the account without further notice. The TIS Member shall keep RNE updated about any changes regarding any authorized persons, in particular persons whose access is not required any further or shall be deactivated. RNE has the right to disable any account which has not been used for more than 6 (six) calendar months. On the 5th month of non-usage of an account RNE shall send an alert notice by email to TIS Member.
- 8.2 TIS Members shall have access to all TIS Data stored in TIS, whereas TIS Users may have access to the messages according to Annex D of other TIS Users involved in the same (freight) train service, under the condition that the TIS Users are identifiable in TIS. However, in some countries for accessing the domestic trains by TIS Users specific rules may apply.
- 8.3 Upon official request from customs authorities of a country of some of the TIS Members, RNE may give an access to TIS for trains departing from or arriving to particular TIS Reporting Point (e.g., station, terminal, etc.) determined by the customs officials. The access shall be limited to maximum two accounts per customs authority per country and granted in coordination and agreement with the respective TIS Member. RNE may charge customs authorities for the granted access to TIS (e.g., annual subscription).
- 8.4 In this Regulation, Confidential Information means any and all Data contained in the TIS or any other information and documents marked by TIS-Members as confidential or which is, based on its contents or appearance, of confidential nature, regardless of the form in which such information is communicated or maintained (binary data, excel files, diagrams, tables, slides, printouts, etc), including, without being limited to, information relating to services, customers, fees, suppliers, financial information or internal structure and management, with the exception of information generally available to the public.
- 8.5 The TIS-Members undertake to hold all Confidential Information as entirely secret and confidential and to use Confidential Information only for the purpose for which the TIS has been created and limited to their own business operations and when providing services to their customers. The TIS-Members and RNE JO undertake to ensure that their respective directors, officers, employees, advisers and agents will keep entirely secret and confidential all Confidential Information.
- 8.6 The TIS-Members shall implement and maintain security procedures and measures, in order to ensure the protection, integrity and authenticity of exchanged TIS Data against the risks of unauthorized access, alteration, delay, destruction or loss.
- 8.7 Any authorized transmission of Confidential Information shall be subject to the same degree of confidentiality as provided for by this clause 8 unless agreed otherwise.
- 8.8 Each TIS-Member may disclose Confidential Information to the extent it is requested by judicial authorities, regulatory bodies or any requirement of mandatory law. In case of regulatory or court case, the data in the IMDS is considered authentic and RNE is not allowed to provide the same TIS data without prior explicitly given approval by the TIS Member.

9 Limitation of Liability

- 9.1 The TIS-Members and RNE disclaim to the fullest extent permitted by law any warranty (express or implied) with respect to the obligations assumed by them under this Regulation or which might otherwise be implied by or incorporated into this Regulation by reference, in particular relating to the operation of the TIS, the Data (quality, accurateness or completeness), Service Level, Downtime, Helpdesk, the supply and operation of software or any related documentation.
- 9.2 Any liability of RNE and the TIS Member under this Regulation and in connection with the operation of TIS, Data Exchange and the Data shall be excluded or limited to the fullest extent permissible under applicable law. This exclusion and limitation of liability is irrespective of the legal grounds and relates in particular to any claims based on rescission, error, non-occurrence of expectations, reduction of the true value of the consideration received by half, contractual damages, tort, statutory warranty, unjust enrichment law or any other legal theory and shall exclude the recovery of any kind of loss, be it direct damages; loss of expected revenue, income or opportunity; loss of profit; loss of goodwill or reputation or any indirect or consequential damage.
- 9.3 RNE is not liable for any damages suffered by the TIS Member due to Downtime, a failure of its access to TIS or a failure of its ability to retrieve Data from it.
- 9.4 RNE is not liable for any damages or business losses or any loss or corruption of any data, database or software suffered by the TIS-Member due to usage of TIS's login names and passwords from TIS Member's unauthorized personnel.
- 9.5 RNE is not liable for the completeness and/or correctness of the Data provided by TIS Members. Likewise the TIS Member is not liable towards RNE or any other TIS Member, TIS Users or third parties for the completeness and/or correctness of the Data stored in TIS.
- 9.6 Notwithstanding the previous provisions of this clause 9, RNE's liability as well as the liability of the TIS-Member for any and all claims shall be in any case limited in amount to the part of Operational Coasts in one annual RNE membership fee paid by the TIS Member pursuant to RNE Statues.

10 Intellectual Property Rights

- 10.1 TIS and its Data are the exclusive intellectual property of RNE. The right of TIS-Member to dispose freely with the Data which originated from its IMDS shall not be restricted or limited in any way.
- 10.2 The TIS Member shall, during the term of this TIS-membership and at all times hereafter, refrain from any action which could enable him or other third parties to copy or reproduce TIS as an international system.
- 10.3 TIS as a database, its form and contents as well as the underlying software, are subject to copyright protection. Use beyond the rights granted in this Regulation is not valid without RNE's explicit written consent.

11 Amendments and Delegation of Powers

- 11.1 RNE's General Assembly is the only body entitled to amend the terms of this Regulation effective for all TIS Members by adopting a respective resolution. The CCB shall propose the modifications only.

12 Termination of TIS-membership

- 12.1 The TIS-membership can be terminated at the end of each calendar year if notice of termination is validly served to the RNE JO in January, February or March of the same calendar year, otherwise the Membership shall terminate at the end of the following calendar year.
- 12.2 Either RNE or TIS-Member may immediately terminate TIS-membership for good cause if the TIS-member or RNE severely and/or repeatedly breaches a material provision of this Regulation.

13 Assignment

- 13.1 Neither RNE or TIS-Member shall assign, transfer (in full or in part), charge or otherwise deal with any of its rights under this Regulation nor grant, declare, create or dispose of any right or interest in it, without the prior written consent given by RNE or TIS-Member or except as otherwise expressly provided in this Regulation.

Annex A: TAF TSI messages sent by default to TIS

Performance Level for the train running information messages (format and quality of the TIS Data transfer)

Type of TAF TSI message	Mandatory/Optional ³	Completeness ⁴	Correctness ^{5,6}	Target Requirement ⁷	Specific case (e.g.)	Data source
Path Details Message	mandatory	95%	99%	24 hours before departure from the first timetable point (of first train of the delivered set) at the IM. Short Term planned paths and updates to be sent as soon as available.	Minimum 60 minutes before departure in the considered network	IM
Train Running Forecast Message	optional	90%	99%	Mandatory	-	IM/RU/SFO
Train Running Information Message	mandatory	95%	99%	Real time, latest maximum 15 minutes after the event (e.g. train passing an TIS point).	-	- IM/SFO - RU (if provided by GPS)
Path Section Notification Message ⁸	optional	90%	99%	Mandatory. Latest maximum 60 minutes after IM cancellation event.	-	IM
Train Delay Cause Message	optional	90%	99%	Mandatory. As soon as available.	Required updates are possible within one month after the event that caused the delay.	IM/SFO
Train Running Interruption Message	optional	90%	99%	-	-	IM
Train Composition Message	optional	90%	99%		-	IM/RU/SFO
Train Ready Message	optional	90%	99%		-	IM/RU/SFO

³ Optional messages are messages not provided by all IMs/RUs.

⁴ Completeness: means the percentage of messages received by RNE from the sender.

⁵ Correctness: means the percentage of the successfully processed messages in the TIS application.

⁶ Correctness will be evaluated only after RNE has completed the development of the TAF/TAP TSI Error Message.

⁷ Achievement of Target Requirements can be dependent upon other national and international projects.

⁸ This message is not among the messages to be exchanged in the TAF TSI Regulation in its version in force as of 18 April 2021. However, this message is just a modification of Path Details Message during the operation of the train and contributes to the data quality and reporting.

Annex B: Contact Details

RNE Contact Points:			
RNE TIS Technical Manager			
Mail:		Email:	
		Phone	
		Fax:	
RNE Quality Manager			
Mail:		Email:	
		Phone	
		Fax:	
TIS-Member Contact Points:			
CCB TIS-Member:			
Mail:		Email:	
		Phone	
		Fax:	
TB TIS-Member:			
Mail:		Email:	
		Phone	
		Fax:	
TIS-Member's Quality Manager:			
Mail:		Email:	
		Phone	
		Fax:	

Annex C: TIS membership timeline

	Date/form Date to Date	Name, date, place and signature/s by RNE JO	Name, date, place and signature/s by TIS-Member
Assignment of user name/s and password/s from RNE JO to the employee/s of the TIS Member		_____, Vienna	_____, _____
First connection between the TIS Member IMDS and the TIS Test system		_____ Joachim Kroll <i>RNE Secretary General</i>	_____ _____
Payment of the initial set up fee by TIS member 6,500 €		_____ Harald Reisinger <i>RNE CIO</i>	_____ _____
Test period and trainings			
First connection between the TIS Member IMDS and the TIS real system – beginning of the TIS membership			

Annex D: TAF and TAP TSI messages the exchange of which may be charged by RNE on behalf of the TIS Members

	Type of TAF TSI message	Legal basis
1.	Path Details Message (only during operation or preparation of train operation)	Chapters 4.2 and 4.2.2.3 of the TAF TSI Regulation
2.	Train Running Forecast Message	Chapters 4.2 and 4.2.4.2 of the TAF TSI Regulation
3.	Train Running Information Message	Chapters 4.2 and 4.2.4.3 of the TAF TSI Regulation
4.	Train Delay Cause Message	Chapters 4.2 and 4.2.4.3 of the TAF TSI Regulation
5.	Train Running Interruption Message	Chapters 4.2 and 4.2.5.2 of the TAF TSI Regulation
	Type of TAP TSI message	
1.	Train Running Forecast Message ⁹	Art. 11(3) of the Regulation (EU) 2021/782 on rail passengers' rights and obligations in conjunction with chapter 4.2.15.2 of the TAP TSI Regulation

⁹ It shall apply from 7 June 2023.