



## **CONFI Project**

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**A boilerplate clause on confidentiality of train related information in the contracts of use of railway infrastructure/track access agreements/framework agreements between infrastructure managers and applicants/railway undertakings**

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# 1 Introduction

## 1.1 Background

Boilerplate clauses are standard clauses that deal with common contractual issues such as jurisdiction and governing law, entire agreement and force majeure, as well as amendments, confidentiality and termination. One will normally find boilerplate clauses at the end of a contract. They are also often found under generic headings such as 'General' or 'Miscellaneous'. Boilerplate clauses are fairly standard and are not usually subject to negotiations. Lawyers from different jurisdictions will tend to draft boilerplate clauses in a similar way, sometimes without even thinking about it. This is what we believe has happened in most EU Member States with regard to the confidentiality of train information in IM-RU agreements. More than 20 years ago, with the adoption of the first railway package, in particular Directive 2001/14/EC, commercially sensitive information was given special legal attention, which in the last two decades has led to the legal absurdity of finding (passenger) train information everywhere, both online and offline, but still considering it 100% confidential on a contractual basis. And the problem is one that involves millions of trains every year<sup>1</sup>. Moreover, insufficiently formulated confidentiality obligation of IMs has become a fundamental obstacle to the flow of freight data/train information in railways and indirectly in supply chains in Europe and globally. For years, Europe has lacked a comprehensive (legal and IT) solution at continental level to enable the right parties to access the right information about the location and estimated time of arrival of their goods on the train.<sup>2</sup> In addition, the confidentiality of train information is one of the most pressing legal shortcomings between IMs and RUs to be addressed by the sector. The openness of information/data in the railways is therefore under significant considerations. Technological, regulatory and market developments also require contractual changes to the IM-RU relationship.

This paper has been prepared by the RNE Legal Matters Working Group with the support of the CIT General Secretariat legal experts.

## 1.2 Aim

The aim of this analysis is to extend the legal interoperability in the EU rail system by introducing a boilerplate clause on confidentiality of train-related information suitable for the standard contract of use of railway infrastructure (SCU) or track access agreements (TAA)<sup>3</sup> or framework agreements (FA) of all RNE members.

## 1.3 Scope

A key objective of RNE is to improve the business relationships between infrastructure managers (IMs) and applicants/railway undertakings (RUs). In this context, in 2019 RNE launched a project to harmonise the contractual framework for international rail transport. The aim of this project was to develop a common approach to contractual relations with customers, which are characterised by a wide variety of different practices.<sup>4</sup> In a broader sense, this small project can now be seen as a continuation of RNE's (and CIT's) efforts in this area.

During the planning and operational phases of the movement of rolling stock over the infrastructure, a variety of raw data is (co-)generated which can provide valuable information on different aspects of the train service. It can be summarised in the following categories:

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<sup>1</sup> There is no official information on the total number of trains in Europe per year that has been jointly verified by the industry and the EU Members States statistical institutes and/or EUROSTAT. The number from the RNE TIS for 2022 is 2,804,664 trains per year, including all domestic, international, passenger and freight trains.

<sup>2</sup> By comparison, the railways in the USA, Canada and Mexico have had a solution since the late 1990s. See <https://public.railinc.com/products-services/letter-of-authorization>

<sup>3</sup> SCU and TAA are used interchangeably in the document.

<sup>4</sup> <https://rne.eu/legal-matters-sales/harmonisation-of-contractual-framework>

- Information about the infrastructure
- Information about the rolling stock
- Requested and allocated infrastructure capacity
- Wagon loading information
- Real-time information (e.g., train location, estimated time of arrival)
- Information on arrival and departure tracks in stations, yards, and terminals
- Information on running behaviour and incidents
- Performance information (e.g., punctuality)
- Information on infrastructure charges paid for by the applicant/RU.

The project focuses exclusively on the information produced in the allocation and traffic management processes (e.g., requested and allocated capacity and real-time traffic management information) and the performance information archived in various data warehouses. Thus, the project paper is limited to 1) a short legal analysis of the relevant international, EU and national legal sources and 2) a draft boilerplate clause in the SCU/TAA depending on the RU's licence (passenger or freight). It should make a general distinction between information generated by freight and passenger trains, with the information on timetable, train run, location and delays of passenger trains being legally 'unlocked' and made available to the public in digital and analogue form from a given point in time (e.g., timetable change in December, first day of operation). The inclusion of historical train information in the data economy is also part of the project's scope.

## 1.4 Approval

This paper and the elaborated boilerplate clauses were approved by the RNE General Assembly held on 5 December 2023, following review by the RNE Legal Matters Working Group.

## 1.5 Implementation

The provisions suggested in this boilerplate clause are not mandatory and should only be used to the extent permitted by national law. This means that an IM can be more open about sharing confidential information. To this end, an implementation project through the inclusion of the model clauses in the SCU/TAA of the IMs would be carried out from 2024 onwards with a view to TT 2025. Implementation could (additionally) take the form of inclusion of the boilerplate clause(s) in the E-GTC-I/E-SCU-I, which would require the involvement of CIT in the process. Last but not least, the European Commission's proposal for a Regulation on the use of railway capacity, published in July 2023, opens up a potential new avenue for implementation. The two European frameworks mentioned under this Regulation, the one on capacity and the one on traffic management, would invite to tackle the topic. Although they are intended to be unilateral documents of the IMs and their content is somewhat predefined in Annex III and Annex V, they would nevertheless in principle provide a platform to address the issue of confidentiality more comprehensively at EU level.

## 2 Inputs

### 2.1 Confidentiality in international (railway) law - Uniform Rules concerning the Contract of Use of Infrastructure in International Rail Traffic (CUI - Appendix E to the COTIF)

There are no universal rules on confidentiality as part of the international civil and commercial law (e.g., UNCITRAL Conventions). In the railway sector, the international community agreed on common rules of carriage by rail in the COTIF/CUI. The CUI shall apply to any contract of use of railway infrastructure for the purposes of international carriage within the meaning of the CIV Uniform Rules and the CIM Uniform Rules. They shall apply regardless of the place of business and the nationality of the contracting parties. These

Uniform Rules shall apply even when the railway infrastructure is managed or used by States or by governmental institutions or organisations (see Art. 1).

Council Decision of 16 June 2021 is the legal act that approved the agreement negotiated by the European Commission and OTIF, authorized the signature and reproduce a copy of the agreement at the end of the document.<sup>5</sup> The current version of the CUI rules was revised in 2018 but is not applicable yet.<sup>6</sup> Geographically, all European countries are bound by Annex E CUI except for the UK<sup>7</sup> (i.e., Network Rail and High Speed 1).

Liability is at the centre of the CUI Rules. Therefore, there is no mention of confidentiality between carriers and infrastructure managers in CUI Appendix E or in any other part of the Convention. There are also no other references to secrecy or trade secrets between the parties involved in the exchange of data in capacity and traffic management. Thus, in the field of commercially sensitive information in general and the confidentiality of train-related information in particular, international railway law does not provide any specific guidance. This area is regulated by European and national law and by the legal documents of the IMs (e.g., NS, GTC, SCU).

## 2.2 Confidentiality in EU law

Although the EU has harmonised the legal protection of trade secrets with the adoption of the Trade Secrets Directive<sup>8</sup>, it has not yet reached a uniform approach to confidentiality. As a result, there is no general confidentiality regime in EU law.

## 2.3 Directive 2012/34 and preceding Directive 2001/14/EC

Historically and for legal reasons, the confidentiality of (freight) train information is very strict in Europe. In principle, all train information - from planning to operation of the train - is considered confidential in the vast majority of European countries. In practice, due to the nature of the trains running on a given network (i.e., freight trains), RUs are entitled to commercial confidentiality from all third parties involved in the supply chain, including IMs. In return, IMs act as gatekeepers of RUs' confidential information in all their national and international IT applications. Some industry associations do exactly the same at European level (e.g., closed ecosystems of UIC/RailData, RNE, GCU Bureau for wagons). However, this (very rigid) handling of confidentiality disrupts the (global and European) supply chains, as there is no real-time information on the location and ETA of the goods loaded on the train. At continental level, Europe seems to be a blank or very fragmented spot on the global logistics map as far as rail freight is concerned. The rail freight segment is generally reluctant to share data due to some deep-rooted misconceptions about the existence of 'data ownership' and the handling of confidentiality to the detriment of the rail competitiveness.

The infrastructure manager's obligation to keep applicants' train information confidential at EU level results from several short provisions in Directive 2012/34/EU.<sup>9</sup> These are the following articles 29(4), 39(2), 42(7) and 46(3):

### Article 29

#### **Establishing, determining and collecting charges**

[...] 4. An infrastructure manager shall respect the commercial confidentiality of information provided to it by applicants.

<sup>5</sup> Official Journal L 051 , 23/02/2013 P. 0008 - 0010

<sup>6</sup> The revision of the CUI as adopted in 2018 will especially foresee the inclusion of a new term "international railway traffic": <http://otif.org/fileadmin/new/2-Activities/2A-General-Assembly/2AcNotifications/NOT-18001-Ad3-fde-Appendix-E-CUI.pdf>

<sup>7</sup> [https://www.cit-rail.org/media/files/public/cit/scope\\_of\\_cotif/scope\\_of\\_application\\_of\\_cotif\\_2019-05-01.pdf?cid=306962](https://www.cit-rail.org/media/files/public/cit/scope_of_cotif/scope_of_application_of_cotif_2019-05-01.pdf?cid=306962)

<sup>8</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016L0943>

<sup>9</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:02012L0034-20190101>

#### Article 39

##### **Capacity allocation**

*[...] 2. Infrastructure managers shall respect the commercial confidentiality of information provided to them.*

#### Article 42

##### **Framework agreements**

*[...] 7. While respecting commercial confidentiality, the general nature of each framework agreement shall be made available to any interested party.*

#### Article 46

##### **Coordination process**

*[...] 3. In accordance with Article 39(2), that information shall be provided without disclosing the identity of other applicants, unless applicants concerned have agreed to such disclosure.*

They are almost identical in wording, meaning and location to those in the repealed Directive 2001/14/EC, which already represents more than 20 years of history on the subject. In general, those norms are not grouped together in a single place in the preamble and/or in the main body of the Directive but are rather scattered and included according to a functional principle at the end of different sections of Chapter IV of the Directive (e.g., *Infrastructure and services charges; Allocation of infrastructure capacity*).

In short, the Directive obliges the IM to respect the “commercial confidentiality” of information provided to it by the applicants in the context of charging and capacity allocation. However, there are a number of open questions:

- The three basic components of the legal regime on confidentiality - the scope of application, the procedure for labelling information as confidential and the legal consequences of confidentiality – are basically missing.
- There is no further explanation in the SERA Directive of what is to be considered confidential. Thus, the other important phase of the train life cycle (i.e., traffic management) is somehow left out. One conclusion could be that the IM must respect the confidentiality of applicants' information in capacity allocation and, by analogy, in traffic management. However, as there are no explicit confidentiality requirements for the traffic management process, it could also be argued that the actual train running data is not covered by the IM's confidentiality obligation under the SERA Directive. Understandably, different contractual arrangements between the IM and the applicant, based on general civil law, could always apply.
- The SERA Directive does not specify the legal regime to which the term "confidential information" is subject, nor the sanctions to be applied in case of breach of confidentiality. It is therefore left to the Member States to regulate this issue in their national legislation and/or to the contractual freedom of IMs and applicants.

On the other hand, in the fast growing data economy of 2023, the issue of confidentiality in the railways could be one of the potential obstacles to the flow of data for all stakeholders involved in the logistics chain (e.g. shippers, freight forwarders, combined transport operators, service facility operators, etc.) and for all other types of companies benefiting from data in the sector and beyond (e.g. manufacturers, start-ups, IT companies, data brokers).

In an attempt to understand the genesis of the issue, in 2021, RNE has launched a questionnaire aimed at identifying 1) the transposition of the above provisions into national law and 2) the contractual relationships between IMs and applicants when it comes to the confidentiality of train information and the whole concept of IM-applicant confidentiality, including national specificities. The summarised results of this questionnaire were an input to the legal project "RNE Data Study" commissioned by RNE to KU Leuven, Belgium, and can also be found in Annex 2 to this paper.

In short, SERA Directive confidentiality obligations are vague, in terms of their scope of application, the procedure for labelling information as confidential and the legal consequences of confidentiality. Therefore, confidentiality obligations for IMs under the SERA Directive are of general nature ('principle-based'), with



little guidance, which makes it difficult to interpret them and even more so to have a harmonized interpretation throughout the EU. As a result, confidentiality is often regulated either in the Network Statement of IMs or (most of the time) in the contract of use of the infrastructure between the IM and the respective RUs.

In contrast to the network statement<sup>10</sup>, the “contract of use” is not regulated under EU law. As a result, both the substantive contractual clauses and the process for adopting and revising them are subject to national differences. In particular, whether the IM may unilaterally change the contractual provisions (i.e., subject to a more or less regulated consultation of the RUs and/or prior notice) or whether explicit agreement of RUs is required, may differ. The national differences are inevitably mirrored in differences as per the way confidentiality is contractually regulated. But also, where the contract of use has a broad interpretation of confidentiality and the IM has little leeway to revise it, the legacy of the past may weigh heavy on the present willingness of the IM or the RU to adapt the confidentiality obligations, i.e., in light of the new data economy environment.

The legal nature of the contract of use and, more generally, the extent to which the IM may unilaterally modify the conditions applicable to the RUs may in particular depend on its legal status, whether as body governed by public law (to some extent) or by private law. In particular, whether the network statement and, above all, the ‘contract of use’ are regulated as contracts or as legal acts of public law may have an impact on the possibility for the IM to revise them unilaterally, namely without the prior consent of RUs.

Summary:

- The confidentiality obligations are often further substantiated in the contract of use between the IM and the respective RUs.
- The contract of use of the respective IMs is the product of national law but also of the state of the markets (and especially of the power that the RUs may exert on the revision process), which differ from an IM and a country to the others. This results in a fragmentation of the regulation of confidentiality across the EU.
- Subject to national law, and especially of the legal qualification of the contract of use (governed under private or public law), revising confidentiality-related contractual clauses may be difficult (*i.a.*, depending on the level of consent required from the RUs, who are the beneficiaries of the confidentiality protection).<sup>11</sup>

## 2.4 Regulation 2021/782 on Rail Passengers’ Rights and Obligations (PRR)

The new PRR 2021/782 is applicable from 7 June 2023 and repealed the old PRR No 1371/2007. Apparently, the confidentiality of train information seen from the IM-RU corner is not one of the regulatory objectives of this legal act. However, from the RU – passenger (and broadly speaking the general public and all economic operators) perspective it is instrumental to approach the issue of confidentiality in a genuinely new way. Thus, it is not directly relevant to the IM-RU relationship on the confidentiality of train information in the SCU/TAA, but it is the main indirect source of interpretation for more openness towards the end users of train information. It also concerns multimodal travel information services subject to the MMTIS Regulation (under revision) and the establishment of National Access Points (NAP) as unique national data hubs for travel and traffic information for all modes of transport.<sup>12</sup> Rail in all its incarnations (high-speed, conventional and light rail) is only one of the modes that make up the EU passenger’s journey. It could therefore be argued that the obligation of railway undertakings, ticket vendors, tour operators and station managers to provide travel information to passengers before and during their journey could categorically justify the exclusion of

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<sup>10</sup> SERA Directive, Art. 27.

<sup>11</sup> See RNE Data Study, KU Leuven, 2022, pages 62-68 and page 78: <https://rne.eu/wp-content/uploads/2022/12/KU-Leuven-RNE-data-study-March-2022-1.pdf>

<sup>12</sup> The network of NAPs will lay the foundations being one of the building blocks of the European Mobility Data Space (EMDS).



this information from the large inventory of items subject to confidentiality between IMs and RUs nowadays. In other words, the reciprocal right of IMs to freely disseminate the same information to essentially the same audience (i.e., rail passengers) and beyond. This is part of the wider issue of the processing and re-use of passenger trains information by parties other than passengers and for purposes other than those originally intended (e.g., policy making, research, innovation, new use and business cases).

For the sake of comprehensiveness, the practical guidance on the PRR from the KU Leuven's RNE Data Study shall be included in this chapter<sup>13</sup>:

- *'To the extent that data are shared to the entire rail passenger transport ecosystem, including passengers, they can logically not be considered confidential.'*
- *Real-time data relating to the arrival and the departure of passenger trains can therefore not be considered confidential. Travel information provided to passengers can also and obviously not be considered confidential either.*
- *Transparency obligations under the PRR to the benefit of passengers should, also, be understood as market regulation, given the overarching liberalization objective of railway law.*
- *More generally, the objective to set a level playing field between RUs appears to have consequences on the exchange (or conversely the confidentiality) of information.*
- *The information on punctuality, delays and cancellations of passenger services shall be made available by RUs to the general public on their website.<sup>14</sup> It shall therefore not be considered as confidential information.*
- *Art. 10(3) New PRR invites to clarify the three situations in which the IMs may find themselves with respect to data provision:*
  - *First, the provision of data or information for operational purposes pursuant to a contractual agreement (such as the contract of use with the RUs) or to similar arrangements;*
  - *Second, the provision of data or information for operational purposes (possibly mandated by law) to other entities in the railway ecosystem, without the existence of a prior contractual relationship (or other arrangement). Such provision may be mandated by law, and in particular by the (New) PRR, which tends to mandate cooperation with the railway ecosystem for the sake of passenger rights and interests.*
  - *Third, the provision of data or information for non-operational purposes, and especially for commercial purposes ("data monetization"), to entities who may or may not be in the railway ecosystem and in all likelihood without the existence of a prior contractual relationship (or other arrangement).'*

## 2.5 Regulation No 913/2010

The RFC Regulation does not contain any specific provisions on confidentiality between IMs and RUs, neither in the broad nor in the narrow sense. As a *lex specialis* for freight traffic, it does not provide for a specific treatment of train information related to freight trains. Therefore, it could not substantially contribute to the legal analysis of this paper and the drafting of the boilerplate clause.

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<sup>13</sup> See RNE Data Study, KU Leuven, 2022, pages 68-71.

<sup>14</sup> See art. 29(2) and Annex III to the PRR: Railway undertakings shall monitor their own performance as reflected in the service quality standards. By 30 June 2023, and every two years thereafter, they shall publish a report on their service quality performance on their website. Such reports shall also be made available on the website of the European Union Agency for Railways.

## 2.6 TAF/TAP TSI Regulations

Both telematics Regulations are technical specifications for interoperability and do not deal with contractual issues including confidentiality.

For the sake of comprehensiveness, the practical guidance from the KU Leuven's RNE Data Study shall be included in this chapter as well:

- *'TAP and TAF TSIs are instrumental to the objectives of, inter alia, the Single European Railway Area Directive.*
- *TAP and TAF TSIs do lay down neither new data sharing obligations nor new confidentiality obligations, incumbent on the IMs.*
- *TAP and TAF TSIs are expected to be assigned new objectives in the near future (i.e., through-ticketing for the TAP TSI and link to safety-related messages concerning TAF TSI), which could result in an opening of the IT community to new actors and/or new functionalities.*
- *This being, TAP and TAF TSIs cannot be seen as legal instruments designed to serve the data economy, namely the exchange of data in their quality as an economic resource. Indeed, data (and more precisely "messages") remain bound to their original purpose.*
- *The mentions in the recently revised PRR and TAF TSI that the sending of some messages (i.a., by the IMs) may be subject to charges should not be interpreted as a general authorization for the IM to monetize data 'sold' to third parties for purposes other than those pursued under the TAF TSI. They can be viewed as a recognition that the provision of data and information incurs costs (i.e., incumbent on the IMs) or in other words that providing data and information constitutes a service on its own, namely a service which is becoming increasingly important, if not necessary for RUs (and other actors in the railway ecosystem) to operate.*
- *This being, freedom remains the legal principle and does not require a legal authorization. Data monetization by the IMs (i.e., via RNE) to third parties should be considered as allowed by default, except where prohibited.*
- *Following a (somehow cryptic)<sup>15</sup> announcement in the European Data Strategy, the European Commission confirms its willingness to revise TAP and TAF TSIs in 2022, under the Commission Staff Working Document on Common Data Spaces.<sup>16</sup> The Commission does however not further specify whether (and, if so, to what extent) the revision will mandate or facilitate the sharing of data for purposes other than the exchange of message for the operation of trains. In any case, and save a revision of the Interoperability Directive, the Commission shall thereby comply with its mandate under this Directive, which is likely to limit the reach of data sharing provisions.'*

## 2.7 European General Terms and Conditions of Use of Railway Infrastructure (E-GTC-I) 2014

The E-GTC-I was the first joint initiative of RNE and CIT, supported by CER and EIM, in the field of legal harmonisation of contractual relations between IMs and RUs in Europe. The first version dates from 2010 and the current one from September 2014. However, the implementation of this legal instrument is geographically modest (e.g., only Croatia, Switzerland and the Netherlands referred to the E-GTC-I in their NS, thus 'adopting' it in their legal framework). Nevertheless, for the purposes of this paper, the dedicated

<sup>15</sup> The European Data Strategy merely refers to a "Review [of] the regulatory framework for interoperable data-sharing in rail transport in 2022", Communication 'A European strategy for data' 2020 (COM/2020/66 final) 29.

<sup>16</sup> Commission Staff Working Document on Common European Data Spaces, SWD (2022) 45 final, 20.

Chapter 8 'Exchange of Information and Confidentiality' is crucial to address the issue of confidentiality in the right place with the right partner (i.e., CIT).

Chapter 8 consists of seven paragraphs. From today's point of view, these texts should be (urgently) revised as they are too rigid and inflexible in the era of data economy. In addition, the whole chapter is too general and too restrictive on further data processing, lacking granularity on the passenger vs. freight traffic dichotomy and lacking an expiry date for the confidentiality obligation. As a result, tonnes of train information remain locked and labelled 'Confidential Forever' (e.g., see Art. 8(2) ... '*This obligation shall endure beyond expiry of the Contract and irrespective of the reasons for expiry.*'). The proposed boilerplate clauses on confidentiality of train-related information at the end of this paper could be proposed to be into the E-GTC-I/E-SCU-I.

## 2.8 European Standard Contract of Use of Railway Infrastructure (E-SCU-I) 2021

In 2021 RNE and CIT have finalised the next joint project on harmonisation of IM-RU contractual arrangements, namely the E-SCU-I. Its implementation is currently being monitored. The considerations on confidentiality for the E-GTC-I are also largely valid for the E-SCU-I (see Art. 4).

## 2.9 Emerging and Amended EU Legislation

### 2.9.1 TEN-T Guidelines Regulation Revision

European Parliament proposed new paragraphs to Articles 17 and 18 of the draft TEN-T Guidelines Regulation:

- Compromise amendment 17 (Article 17):

*6c. The Commission shall consider to provide in maximum two years from the date of entry in force of this Regulation **a legislative proposal for establishing a harmonised Rail Traffic Management System** in order to improve cross-border operations on the TENT network.*

- Compromise amendment 18 (Article 18):

*The European Commission, in close cooperation with all the rail stakeholders, shall ensure that a digital capacity management system, which enables passenger and freight operators to book a cross-border train path across several Member States, will be developed by 31.12.2025. **The capacity management system shall be operated by the European Railway Agency.** Member States shall fully deploy the system on the European Transport Corridors, core and extended core networks by 31.12.2027.*

First reflections:

- Both major phases of the train life cycle and train information generation are concerned, i.e., capacity management and traffic management.
- As to the capacity management the proposal already refers to the IT application as such because the legislative proposal on capacity management was published on 11.07.2023.
- When the traffic management is concerned, the proposal is about the establishment of a traffic management system. It is unclear whether it refers to the process or the IT application or to both.
- Why is this relevant in the context of IM-RU/applicant confidentiality? While not directly related to the boilerplate confidentiality clause, ERA and the sector currently have rather different visions on data management (e.g. registers vs. business applications; open vs. closed data; linked data vs. standalone applications). If ERA is entrusted with the operation of both capacity and traffic management systems, the sector could experience (fundamentally) different approaches to the handling of raw data and train information.

## 2.9.2 New Capacity Use Regulation and the Future of Data Exchange and Confidentiality

A proposal for a new Regulation on the use of railway capacity was published by the European Commission on 11.07.2023.<sup>17</sup> The table below briefly examines the interaction between the existing SERA texts on confidentiality and the new and/or repealed texts in the proposal:

		<b>Directive 2012/34 (SERA Directive)</b>		<b>Proposal for a Capacity Use Regulation</b>	<b>Notes</b>
1.	Art. 29(4)	4. An infrastructure manager shall respect the commercial confidentiality of information provided to it by applicants.	No change	-	The current paragraph in the SERA Directive is part of the article <i>'Establishing, determining and collecting charges'</i> , which is not subject to the EC's proposal.
2.	Art. 39(2)	2. Infrastructure managers shall respect the commercial confidentiality of information provided to them.	New Art. 27(3)	3. Infrastructure managers shall respect the commercial confidentiality of information provided to them.	Fully identical text and context. However, from the hierarchy of law perspective, the IM obligation is going to be 'transferred' from the SERA Directive to a Regulation of the Union.
3.	Art. 42(7)	7. While respecting commercial confidentiality, the general nature of each framework agreement shall be made available to any interested party.	New Art. 31(10)	10. While respecting commercial confidentiality, the general nature of each framework agreement shall be made available to any interested party.	Fully identical text and context
4.	Art. 46(3)	3. In accordance with Article 39(2), that information shall be provided without disclosing the identity of other applicants, unless applicants concerned have agreed to such disclosure.	New Art. 36(3)	Without prejudice to Article 27(3) and subject to the agreement of all applicants, the infrastructure manager may establish contact between all applicants potentially involved in the resolution of a conflict to facilitate	Different wording but the same meaning and context

<sup>17</sup> [https://transport.ec.europa.eu/system/files/2023-07/COM\\_2023\\_443\\_0.pdf](https://transport.ec.europa.eu/system/files/2023-07/COM_2023_443_0.pdf)

				the coordination of requests.	
5.	-	-	New Art. 52(6)	6. The performance review body shall respect the confidentiality of business secrets when handling information provided by relevant stakeholders or the Commission.	This text is driven by the introduction of the new chapter IV 'Performance review'. The Performance Review Body is now added to the IMs as a stakeholder obliged to respect the confidentiality of RUs.

Given the identical texts and contexts between the existing law and the proposed one, in principle, the Commission appears to have maintained the current, more than 20-year-old legislative approach to the confidentiality in railways and in particular to the confidentiality of train-related information. As a sector's continuation of the legal texts, it remains to be seen whether the European frameworks for capacity, traffic, and performance management under the draft regulation (i.e., Annexes III, V and VII) would provide for a more detailed guidance on the confidentiality topic. The wording in the above-mentioned Annexes "*shall include at least the following elements*" suggests that the issue of confidentiality could in theory be included in the content of the frameworks after the IMs agreement in the relevant structures of the network coordinator and the ENIM. However, there are provisions in the draft regulation that signal a change of mind and allow more information to be exchanged in the freight segment, namely Art. 48 and Annex VIII. What is the difference with the current paradigm of data exchange? The table below provides a brief comparison of the current and proposed legislation:

'Stakeholders' vs 'Operational stakeholders'		
Current TAF TSI definition	Draft definition in the revised Telematics TSI	Draft definition in the Capacity Use Regulation (CUR) proposal
TAF TSI Regulation, Appendix II 'Glossary': 'Stakeholder' - any person or organisation with a reasonable interest in train service delivery e.g.: Railway Undertaking (RU), Shipment monitoring provider, Locomotive provider, Wagon provider, Driver/Train crew provider, Hump yard provider, Switch move provider, Service integrator, Slot provider (IM), Train controller (IM), Traffic manager, Fleet manager Ferry boat provider,	Annex 'Stakeholders' – any person or organisation with a reasoned interest in train service delivery in relation to a train run.	Art. 4 (3) 'Operational stakeholder' means an applicant, railway undertaking, infrastructure manager, rail service facility operator, provider of rail-related services and any other entity directly involved in operating a rail transport service.

Wagon, locomotive inspector, Wagon, locomotive repair provider, Shipment manager, Switching & humping provider, Logistic provider, Consignee, Consignor, For Intermodal in addition: Container Provider, Intermodal terminal operator, Drayage provider/Haulage company, Steam ship, Barge lines.		
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Several conclusions could be drawn from the new definition in conjunction with Art. 48(1) and the existing and future Telematics TSI definition of a “stakeholder”:

- It is more oriented towards the actors active in the freight market; by operation of other legal acts (e.g., Passenger Rights Regulation) the end-users of passenger services have access to the information concerning their journey;
- The exhaustive list from the TAF TSI Regulation is abandoned in favour of a descriptive formulation in the draft Telematics TSI;
- There is no alignment between both draft definition - the new Telematics TSI definition and the new definition in the CUR;
- Of the three definitions in the above table, the one in the CUR seems to be unnecessarily restrictive (e.g., would consignee and consignor be included under the phrase ‘directly involved in the operation of a rail transport service’ keeping in mind that the direct operation of a train has a very narrow circle of actors concerned, i.e., IMs and RUs only). These ambiguities call for the following proposals for the new CUR definition: 1) to delete the words ‘directly’ and ‘operating’ and 2) to add ‘person’ before ‘entity’, or alternatively, to integrate the draft definition from the Telematics TSI ‘as is’, thus (fully) aligning both definitions. The situation of the recent past with two different names of the same notion – ‘applicant’ in the SERA Directive and ‘authorised applicant’ in the RFC Regulation – should be avoided.

The new Annex VIII (*‘Information to be provided to operational stakeholders referred to in Article 48’*) deserves its own analysis:

- It extends the types of information to be exchanged in the rail part of the supply chain (e.g., 13 vs 7 messages plus train number, consignment note and reporting).
- It is expected to be aligned with the revised TAF TSI Regulation which is awaiting adoption in 2024. However, it might be necessary to consult both regulations in order to obtain a full picture of the information to be exchanged in the sector. Needless to say, this should be avoided.
- It basically ‘borrows’ the terminology and classification of information/messages from the TAF TSI Regulation/Telematics TSI. The only two deviations are related to ‘train running number’ and ‘train reporting’. While for the train number it is quite obvious what is meant in the draft and can be linked to a ‘train identifier’, the TAF TSI Regulation (or the OPE TSI) does not work with the notion of ‘train reporting’ information/message(s), so it is left to a wide interpretation. Again, this is something that will need to be rectified in the final version of the Regulation.

	New	Telematics TSI Revision 2023	Existing TAF TSI Regulation
	Annex VIII	13 messages in the draft Telematics TSI Regulation	7 messages in the TAF TSI Regulation <sup>18</sup>
	Train running number	-	-
	Train reporting	-	-
	Consignment Note data	-	-
	Path Request and path allocation	- Path Details Message (only during operation or preparation of train operation)	- Path Details Message (only during operation or preparation of train operation)
	Train Preparation	-	-
	Train Running Information and Train Running Forecast	- Train Running Forecast message - Train Running Information message and Train Delay Cause Message	- Train Running Forecast Message - Train Running Information Message and Train Delay Cause Message
	Service Disruption Information	- Train Running Interruption message	- Train Running Interruption Message
	Shipment Estimated Time of Departure (ETD) Estimated Time of Interchange (ETI) Estimated Time of Arrival (ETA)	-	
	Wagon Movement	- Wagon ETI/ETA message - Wagon Departure Notice message - Wagon Yard Arrival message - Wagon Yard Departure message - Wagon Exception message - Wagon Arrival Notice message - Wagon Delivery notice message	Wagon ETI/ETA Message
	-	- Alert message	Alert message
	Data Exchange for Quality Improvement	- ?	- ?

In summary,

- on the one hand, the overall approach to confidentiality in the draft Regulation does not provide for more flexibility.
- on the other hand, there is a gradual shift towards broadening the scope of traffic information to be granted access to (e.g., a larger number of messages), and towards placing this approach more

<sup>18</sup> See chapter 4.2: In addition to the provisions from the chapter 4 and its sub-chapters every stakeholder may exchange the messages according to Chapters 4.2.2.3 (only during operation or preparation of train operation), 4.2.4.2, 4.2.4.3, 4.2.5.2, 4.2.6.3 and 4.2.6.4 with other stakeholders involved in the same freight service, under the condition that the stakeholders are identifiable. These exchanges of messages may be charged by the sender.



prominently in an act to be seen under the market pillar, but not only in the TSIs under the Railway Interoperability Directive. However, it remains unclear whether the more generous information flow would go to a wider group of stakeholders or a narrower one (i.e., the definitions of current 'stakeholders' vs new 'operational stakeholders'). In other words, the new regulation should avoid a situation of "more information to fewer recipients". More information should be exchanged with more stakeholders with a demonstrable interest in the provision of rail services.

- last but not least, the legal technique used in the new regulation (e.g., definition of 'operational stakeholders' and Annex VIII) is somewhat contradictory and obscures clarity:
  - Information to be provided is maintained in an exhaustive list (i.e., > 10 categories of data)
  - At the same time, the eligible recipients of this information are described in one ambiguous sentence (i.e., 'operational stakeholders' definition in Art. 4 (3)), which could lead to different interpretations and difficulties in practical implementation.
  - Annex VIII refers to the Interoperability Directive and its 'relevant implementing acts', whereas limiting the reference to the telematics TSIs only would limit the scope of application and the interpretation effort to the TAF and TAP TSI Regulation only, as there are 10 different TSIs in force under the Railway Interoperability Directive.

### 2.9.3 New Telematics TSI as an Outcome of the TAF and TAP TSI Revision in 2023

Both the TAF and TAP TSI Regulations have been undergoing a major revision in the summer of 2023.<sup>19</sup> It appears that the Commission is working on merging the two regulations into a single piece of legislation. Other accents from the exercise are the following:

- Improved structure with one TSI around 3 pillars/annexes related to:
  - planning/operation
  - 2a) freight
  - 2b) passenger and retail
- Availability (user friendliness of ERA website, translations) and readability of technical documents
- Self-sufficient text with clear applicability per actor, and associated guidelines:
  - table of content per actors as "overview table"
  - quick start guide per actor through the ERA network of National Contact Points (NCPs), and based on NCPs inputs
- Balance between stability of requirements and flexibility to adapt to digital evolutions:
  - Fixed versions of the Technical Documents (TDs)
  - Regular amendment of TSI to update Appendix listing TDs with intermediate ERA Technical Opinions
  - Standardised transition periods

In addition, there are two points of interest in the new Telematics TSI with relevance to the information exchange with other identified stakeholders and presumably the confidentiality of train related information as follows:

### 2.8 Data sharing with other identified stakeholder(s)

*For the purposes of Article [scope] paragraphs (2), the requirements lay down in point (2) shall apply.*



TSI



TSI

<sup>19</sup> Version of the new Telematics TSI as of 10 October 2023: Telematics\_Act.docx and Telematics\_Annex.docx

### 3.4 Data sharing with other identified stakeholder(s)

For the purposes of Article [xxx] paragraphs (2), the requirements lay down in point (3) shall apply.

Observations:

- The basic principle of data exchange from the current TAF TSI is basically maintained with a rewording of the current chapter 4.2 of the TAF TSI.
- There are now two types of information/data exchange or as phrased in the draft Telematics TSI 'data sharing': 1) mandatory: this is the exchange of planning and operational information between the strictly considered railway actors (e.g. IMs, RUs, wagon keepers) and 2) contractual: based on contractual agreement between the stakeholders involved in the supply chain beyond the railway actors (e.g. ports, terminals, combined transport operators and operator(s) of service facility(ies) involved and identified in the transport chain).

### 2.9.4 Multimodal Travel Information Services (MMTIS) Delegated Regulation Amendment

Although this regulation is only relevant to passenger transport, it adds a layer of understanding to the future efforts of the European Commission in the field of transport information services. On 31 May 2023 the EC published for 4-week consultations its proposal on the amended Multimodal Travel Information Services Regulation (MMTIS).<sup>20</sup> The Commission adoption is planned by the end of 2023 with the final draft to be published on 21 September 2023. It is 1) a horizontal legal act concerning all modes of transport<sup>21</sup>; 2) rail information is part of the scope of the changes (see the Annex<sup>22</sup>) and 3) What is the interplay between the new PRR and the amended MMTIS? The answer can be found in Art. 10 (5) of the new PRR. It reads as follows:

*5. To the extent that the information covered by paragraphs 1 or 2 is provided in accordance with other Union legal acts, in particular Commission Delegated Regulation (EU) 2017/1926 (i.e., MMTIS Regulation), the corresponding obligations under this Article shall be deemed to have been complied with.*

- In other words, 1) the synergy between the two acts is obvious: if the IMs/RUs comply with the rail-specific act, it would automatically be considered as compliant with the horizontal act; the aim is that the data provider/holder connects to the NAPs only once (i.e. no duplication of obligations/APIs/costs, etc.) 2) in terms of time, the rail-specific act on real-time/dynamic data is even more progressive, as it entered into force on 7 June 2023, while the horizontal act is still in preparation.
- National access points (NAPs) (Art. 3): Each Member State shall set up a national access point (NAP).<sup>23</sup> The NAP shall constitute a single point of access for data users to the static, historic, observed and dynamic travel and traffic data of different transport modes, including data updates, as set out in the Annex, provided by the data holders within the territory of a given Member State.<sup>24</sup>
- Both IMs and RUs are included as data holders.

<sup>20</sup> [https://ec.europa.eu/info/law/better-regulation/have-your-say/initiatives/12912-EU-wide-multimodal-travel-new-specifications-for-information-services\\_en](https://ec.europa.eu/info/law/better-regulation/have-your-say/initiatives/12912-EU-wide-multimodal-travel-new-specifications-for-information-services_en)



Amending  
Regulation MMTIS J

<sup>21</sup> Amending Regulation text:



Amending  
Regulation MMTIS J

<sup>22</sup> Annex:

<sup>23</sup> <https://transport.ec.europa.eu/system/files/2022-11/its-national-access-points.pdf>

<sup>24</sup> The organisations of NAPs can be found here: <https://napcore.eu/description-naps>

## 2.10 National sources

### 2.10.1 SCU/TAA/Network statements - RNE Survey 2021 and websites of IMs

Contributions on confidentiality and data processing from IMs RNE members are summarised in Annex 2. There is already more detailed guidance on what information can be shared/forwarded by the IM, to whom and when. For example, in Germany the main IM DB Netz is entitled to forward train information for different purposes to insurance companies, neighbouring IMs and national safety authorities (see 3.3.4.6 of NS). In the Netherlands ProRail has identified seven types of train related information: 1) wagon load information 2) information about the quality of railway vehicles 3) information on driving behaviour and incidents 4) requested and allocated capacity 5) performance data (e.g., punctuality) 6) information of the infrastructure (not confidential except for security reasons) 7) information on the paid infrastructure charges. In Hungary, in order to increase the planning efficiency of the service facilities included in the network statement and not operated by an IM, the basic data of the trains concerned (e.g., punctuality data, traffic time data, trainload, train composition) may be provided to the operator of the service facility. In the Czech Republic, the use of the information exchanged (between IM and RU) must be defined in the contract of use of infrastructure or the data exchange consent. If this is not defined, the IM and the RU may use the information exchanged among them for the following purposes: a) for the internal needs of the RU or for the information of its business partners (e.g., cooperating RU, passengers or carriers); b) for the internal needs of the IM, or for the sharing of information with cooperating IM or AB; c) publication of information to passengers. In Sweden, the information reported to the IM by a RU prior to train departure via a web application “is only available to the IM and contracting parties, with the exception of traffic information that benefits passengers and the public. The information is also available to market actors who are developing traffic information services for passengers and the public”.

Against this background, IMs appear to have fragmented approaches to the scope of confidentiality of train-related information, acceptable purposes, and eligible recipients.

## 2.11 Practical safeguards to confidentiality of train-related information

The measures listed below are referred to in the RNE non-personal data policy, which was adopted in December 2022 based on the recommendations of the KU Leuven legal study. They show that the confidentiality obligations under the SERA Directive could be approached with more granularity on the technical and legal side, beyond the apparent dichotomy of "open vs. closed" information:

- **Technical measures:** transformation of the original data so that derived data is no longer subject to confidentiality and can be shared:
  - Anonymization of data
  - Aggregation of data
  - (Piloting of) regulatory sandboxes: in principle, the regulatory sandbox aims to create the technical and legal conditions for a smooth data re-use. The sandbox will facilitate the testing of specific technical solutions and compliance procedures while at the same time supporting companies to avoid uncertainty (especially in regard to confidentiality) and unnecessary burdens. If/when organised, this pilot would be expected to set up an operational framework for all interested organisations and create synergies with other initiatives. RNE Members and their customers (e.g., RUs, other applicants) are encouraged to join or follow up with similar initiatives on data re-use.
  - Multiparty computation (MPC) is a subfield of cryptography with the goal of creating methods for parties to jointly compute a function over their inputs while keeping those inputs private. Unlike traditional cryptographic tasks, where cryptography assures security and integrity of communication or storage and the adversary is outside the system of

participants, the cryptography in this model protects participants' confidentiality from each other.

- **Legal measures:** introduction of legal arrangements impacting the legal treatment of train-related information:
  - Buffer period: this measure is included in the last paragraph of the boilerplate clauses (see the last chapter of the paper)
    - Data cannot be further processed (i.e., shared with third parties) during a given period of time in order to prevent (likelihood of) harm to a co-generator of data (e.g. X year/s)
    - Conditions for the exercise of the buffer period safeguard
      - Identification of the data at stake
      - Identification of the (likelihood of) time-sensitive harm
      - Identification of the appropriate buffer period
    - RNE Members and their customers (e.g., RUs) are encouraged to include this safeguard in their CUI/TAC by setting up of an expiry date of confidentiality of 'old' capacity and traffic management data (e.g., after X timetable period(s) all these data shall be considered non-confidential and suitable for further re-use).
  - Contractual restrictions imposed by IM/RNE to third parties re-users
    - Restrictions to further use and sharing of data can be inserted in data sharing contracts of IMs/RNE, i.e., the prohibition of further sharing, the prohibition of use of data for certain purposes, the obligation to pass on contractual restrictions to further re-users, contractual obligation for the data user to guarantee – vouch for - compliance (including, where appropriate, by downstream re-users), due diligence obligations, etc.
    - As an instrumental measure, data users could be contractually bound to mark the data (via digital watermark) so that data can be identified and followed throughout the data value chain
    - Right of monitoring and audit of data re-users by IMs/RNE (possibly by proxy, as delegated to an auditing firm)
  - Right of desistance
    - In case of (likelihood of) harm to a co-generator of data (e.g., IM, RU, other stakeholders), the IM RNE Member can temporarily or permanently claim desistance for specific ranges of data, further data processing activities and/or vis-à-vis certain third parties
    - Conditions for the exercise of the right of desistance by the IM:
      - Identification of the data at stake: original data versus derived data
      - Identification of the (likelihood of) harm with reference to a specific further data processing activity
      - Necessity and proportionality of the desistance (demonstration that no less stringent measure is sufficient to prevent the harm).

## 2.12 Empirical evidence on passenger train-related information (pre-journey and during the journey information)

Despite the legal fact that passenger train information is treated as confidential by the IMs and RUs in the SCU/TAA, it seems to be freely available in several places at the same time, online and offline. This is a short overview of the most common places and technical means.

### 2.12.1 At the station and on platform (e.g., printouts, monitors, ticket vending machines, audio announcements)

Traditionally, the first point of reference is the railway station, either the main building or the platform(s), or both. The current annual timetable is displayed as a printout on a wall and can be consulted at any time by anyone, regardless a passenger or a bystander (see Annex 3.1 and Annex 3.2). The following information is typically included: the TT year, train number, train category, RU, station of origin, station of destination, time at origin, time at destination, time of arrival and time of departure at the station in question. Due to the static nature of the medium (i.e., paper) and relatively stable timetable, this printout is usually changed only once a year on the date of the timetable change (i.e., on the second Saturday in December). Therefore, the annual timetable is no secret at the station and information is available to everyone throughout the year from December to the following December.

Monitors in the building and on the platforms are another source of information for passenger and visitors about the timetable and its deviations (see Annex 3.3). They have a more dynamic character but basically serve the same purpose, i.e., passengers are informed in a transparent and easy to understand way about the train operators, timetable, and delays (if any). Due to their limited size and the considerable number of trains they have to process, they contain less information or more than the printouts. In terms of frequency, the information appears and disappears on the monitors as long as the trains concerned arrive or leave the station. Enough, however, for the passenger to board the train without any secrecy.

Ticket vending machines and tickets as such, either on paper or electronically, provide all the necessary information in a condensed form (e.g., station of destination, time of arrival). The same applies to the audio announcements, which are the shortest and closest to the train arrival information provided to the passenger.

### 2.12.2 On board train

Once on the train, some companies already provide real-time timetables, next station, delays and main connections on built-in or additionally mounted monitors in the carriages (see Annex 4).

### 2.12.3 Online (e.g., Google Transit)

Passenger train information available online is a different universe in itself. There are endless ways to buy a ticket, check the timetable and find out about delays.<sup>25</sup>

It goes without saying that the first place of interest is Google and its applications. [Google Transit](#), however, is the reason why all users of smart devices can see the timetables and stops of passenger trains online (e.g., in Google maps). It is simple, free and universally accessible service.

Google Transit is a public transportation planning tool that combines the latest data from transport operators with the power of Google Maps. It combines transit stop, route, schedule, and fare information to make planning trips quick and easy for users.

Google Transit asks partners to meet certain requirements to keep a high standard for user experiences.

To qualify for participation, the operator must: 1) provide a publicly accessible service 2) provide no reservations in the service 3) operate on fixed routes and schedules 4) allow passengers to purchase tickets

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<sup>25</sup> RUs or commercial parties have apps with planned and actual information (e.g., [www.ov9292.nl](http://www.ov9292.nl)).

on board, at the station, or at the boarding point. IT companies (e.g., data aggregators) qualify if they represent or produce transit feeds for an operator that meets those requirements.

Once the participation of an operator is accepted, the Google Transit requests the following information:

- Static data: is information that isn't frequently changed, such as: locations and details of transit stops; public transport lines and routes. The content must follow the General Transit Feed Specification (GTFS) format defined at <https://gtfs.org>.
- Realtime data: is information that can change moment-to-moment, such as: trip updates; service alerts; vehicle positions. The content shall follow the GTFS-Realtime format defined at <https://gtfs.org/realtime/>. When providing Realtime trip updates and vehicle position data, the updates shall be made available to Google Transit within 15 seconds of updating.

Observations:

- All information about passenger trains in Europe in Google applications is based on the GTFS format, i.e., it is a business driven but not a regulatory-enforced standard.
- RUs (and IMs) appear to maintain at least two different formats of the same data – one (TAP TSI) for compliance purposes and sector driven initiatives (e.g., RNE TIS) and another (GTFS) for their core business on informing their customers. For the sake of comprehensiveness, it should be noted that there is a third (very popular) format of the same data called EDIFACT<sup>26</sup> used in the UIC database MERITS. There are two types of files used in MERITS: SKDUPD are used for the exchange of “timetable data” and TSDUPD are used for the exchange of “station data”.
- The (universal) GTFS data format is different from the (European) TAP TSI format and the (UN) EDIFACT format.

What is important to additionally understand about the online world concerning this paper is: when is the earliest point in the calendar year when the timetable should no longer be considered secret. Logically, if you can buy a ticket online, then the timetable of the train (i.e., the very existence of the train and allocated capacity) is no longer secret. The following tables are courtesy of Forum Train Europe (FTE), Switzerland and illustrate the diverse picture in ticket sales, in our case the first moment of disclosing the timetable for the next year:

#### Start of ticketing in the new annual timetable<sup>27</sup>

RU	Second half of September.
RU	Beginning of September.
RU	Beginning of November.
RU	For international trains: beginning of October; for national trains: beginning of November
RU	Beginning of November.
RU	Middle of October.
RU	Beginning of November.
RU	First week of October.
RU	Middle of October.

ÖBB-Personenverkehr AG, Austria <sup>28</sup>	For national trains: from 19 September 2023 for TT 2024
	For international/night trains: 11 October 2023 for TT 2024

<sup>26</sup> United Nations/Electronic Data Interchange for Administration, Commerce and Transport (UN/EDIFACT) is an international standard for electronic data interchange (EDI) developed for the United Nations and approved and published by UNECE, the UN Economic Commission for Europe.

<sup>27</sup> Source: <https://www.forumtraineurope.eu/services/news/detail/why-passenger-rus-start-ticket-sales-so-late>

<sup>28</sup> Press release (in German): [https://presse-oebb.at/News\\_Detail.aspx?id=185537&menueid=27022](https://presse-oebb.at/News_Detail.aspx?id=185537&menueid=27022)



## Start of ticketing during the running timetable period

RU	For long-distance/night trains: 180 days in advance. The selling period is often reduced to less than 30 days due to TCRs.
RU	Usually 120 days in advance. For some days, the TCRs are not fixed even 120 days, so we wait until the TCR timetable is given.
RU	For international trains: 60 to 90 days in advance For national trains: 60 days in advance
RU	For international trains: 60 days in advance due to TCR planning. For national trains: 30 days in advance due to TCR planning.
RU	180 days in advance.
RU	60 days in advance.
RU	120 days in advance.
RU	180 days in advance. The goal is that the CER ticketing roadmap project allows the extension of the sales to 6-12 months in advance.

In conclusion, while the TT is made available to the public at the station with the TT change (= the printout change, monitor and voice announcements), the timetable online, embedded in the RUs online ticketing tools and ticket vending machines, becomes available as early as September, October or later November. It is worth noting that the CER Ticketing Roadmap of September 2021<sup>29</sup> mentions, among the measures to be taken by 2025, the possibility of buying train tickets in the running timetable at least 6 and up to 12 months in advance. This would mean that a passenger wishing to travel any time between May and December next year would be able to buy a ticket for that journey already in December of the previous year, once the timetable change has taken place.

## 2.13 Empirical evidence on freight train information (e.g., location, goods)

In principle, the timetables and movements of freight trains are not available to the public. They are subject to strict confidentiality. Nevertheless, firstly, the locomotives of the RUs, with their (huge and bright) corporate colours and logos, clearly indicate the operator of the train. Secondly, it is common sense that the location of a 740- or 850-metre-long train is hardly a secret. Moreover, in the technological age we live in, such a vehicle can (easily) be tracked by satellites, drones, any GPS-enabled device (e.g., mobile phone), etc. Thirdly, a simple visual check reveals some of the goods loaded on freight trains (e.g., cars, timber, heavy machinery, dangerous goods). It is therefore an educated guess as to who the operator is, where the train is and what it is carrying. It is thus difficult to argue that the operator, location, and cargo of a freight train can and should be kept secret from competitors and the general public. Yet, the confidentiality over this otherwise obvious information is commonly agreed upon in European railways.

At (paper) document level, the cargo information can be found in the paper consignment note in box 21 'Description of the goods'.<sup>30</sup> At digital level, the TAF TSI messages in the data and message model<sup>31</sup> contain several references to data elements related to the cargo loaded on the train:

- Details of the value of the goods and the currency code
- Date and time (month, day and hour) at which the goods were accepted.
- Dangerous Goods Indication and Dangerous Goods Type
- Goods in wagon and goods in container
- Total weight of the goods either in a wagon or a transportation unit.

<sup>29</sup> [https://www.cer.be/images/publications/positions/210920\\_CER\\_Position\\_Paper\\_Ticketing\\_Roadmap.pdf](https://www.cer.be/images/publications/positions/210920_CER_Position_Paper_Ticketing_Roadmap.pdf)

<sup>30</sup> [https://www.cit-rail.org/secure-media/files/glv-cim\\_en\\_2023-07-01\\_signe.pdf?cid=329798](https://www.cit-rail.org/secure-media/files/glv-cim_en_2023-07-01_signe.pdf?cid=329798)

<sup>31</sup> [https://www.era.europa.eu/system/files/2023-01/era\\_technical\\_document\\_taf-td-105\\_d\\_2\\_appendix\\_f.pdf](https://www.era.europa.eu/system/files/2023-01/era_technical_document_taf-td-105_d_2_appendix_f.pdf)



In reality, the confidentiality of the type and value of the goods carried by the train is available in international IT applications developed, operated and maintained exclusively by RUs (e.g., ORFEUS by RailData<sup>32</sup>). At present, the international IT applications of the IMs do not contain (any) information on the goods carried on trains (e.g., RNE's TIS<sup>33</sup>). Thus, the only elements that could be attributed to secrecy in the IT applications of IMs are the timetable and the location of the train, the latter, as explained above, is hardly secret.<sup>34</sup> However, there are already countries (e.g., Norway) where the IM provides freely accessible train map on the Internet in real time for both passenger and freight trains.<sup>35</sup>

## 2.14 Political support for wider sharing of freight train information (e.g., sector and ministerial statements)

In general, the rail sector and transport ministers in the EU agrees that train related information is a valuable part of the supply chain information flows, and that this information should be shared beyond the actors directly involved in train planning and operations (e.g., with shippers, intermodal operators, freight forwarders). To this end, several successive consistent sector statements have been issued on the subject as follows:

### **Sector statement on Rail Freight Corridors (Brussels 20 May 2016) (supported by CER, EIM, RNE, UNIFE, etc.)<sup>36</sup>**

2. In order to improve operational efficiency of the logistics chain, the sector representatives commit themselves to implementing the TAF TSI functions according to the Masterplan and working toward a common ICT architecture wherever possible. IMs will integrate international traffic management information (e.g. via TIS) with national systems. Under the protection of confidentiality clauses, IMs and RUs agree to make information on estimated time of arrival available (for handover points and final destination) to their contract partners, including terminals and intermodal operators for optimizing the use of resources such as rolling stock and terminal capacity, and to provide freight forwarders and shippers with up-to-date information about the status of their freight and an estimated time of arrival.

### **Declaration of Rotterdam of European Ministers of Transport, TEN-T days 2016 (21 June 2016)<sup>37</sup>**

A. Making international rail freight a more attractive option for customers and citizens

2. Encourage the railway sector to use existing data and to share relevant data among relevant parties within the logistic chain, including terminals, to further develop the competitiveness of international rail freight transport.

### **Ministerial Declaration “Rail Freight Corridors: The Future of Rail Freight Corridors in Europe” (Berlin Declaration) (21 September 2020)<sup>38</sup>**

A major opportunity for rail freight is digitalisation. The digitalisation of infrastructure networks, capacity management and allocation, including the management of temporary capacity restrictions, as well as the

<sup>32</sup> <https://www.raildata.coop/services/orfeus>

<sup>33</sup> <https://rne.eu/it/rne-applications/tis>

<sup>34</sup> However, in some countries (e.g., the Netherlands) freight RUs are concerned about online disclosure of train location in yards, which could lead to theft of valuables loaded on the train.

<sup>35</sup> <https://togkart.banenor.no>

<sup>36</sup> [https://www.cer.be/sites/default/files/publication/160520\\_Sector\\_Statement\\_RFC.pdf](https://www.cer.be/sites/default/files/publication/160520_Sector_Statement_RFC.pdf)

<sup>37</sup> [https://www.cer.be/sites/default/files/publication/160621\\_Ministerial\\_Declaration\\_RFC.pdf](https://www.cer.be/sites/default/files/publication/160621_Ministerial_Declaration_RFC.pdf)

<sup>38</sup> <https://www.rijksoverheid.nl/documenten/rapporten/2020/12/18/bijlage-berlin-declaration>

automation of transport processes and related information flows using interoperable IT systems will contribute to a more efficient use of existing and future investments.

B. Support the rail freight stakeholders to enable them to better adapt to market needs

1. Encourage all relevant stakeholders to make full use of the opportunities for the digital sharing of information on train movements, such as provided by the project “Estimated Time of Departure and Arrival”, to enhance the attractiveness of rail freight and to better align intermodal logistics processes.

#### **Sector Statement on Rail Freight Corridors Follow up (4 June 2021) (supported by CER, EIM, RNE, RFCs)<sup>39</sup>**

Priority 6: Train tracking and Expected Time of Arrival (ETA) Rail freight customers need and expect to know when the ordered products will arrive. An improved quality and accuracy of the Estimated Time of Arrival (ETA) will generate improved information to the rail freight customers: every actor in the logistics chain (IM, RU, Terminals, CT operators, Logistic Service Providers and shippers) will know when the cargo will be delivered by their contractual partners at the defined place. As a consequence, it will be possible to track the location of the goods and to share this information with the other involved actors, which will increase the quality performance, which will lead to cost savings and the facilitation of multimodal and combined transport chains. On top of the development of an algorithm, which will contribute to a better transparency of the punctuality, the quality must be monitored in an objective way.

## **2.15 Open data and passenger train information with timetables and delays**

### **2.15.1 Live maps of train traffic (Central Europe use cases – AT, CZ, SK, HU, DE)**

As well as Google, there are other places to look for passenger train information. These are the live maps of passenger trains available by country. Europe still lacks a single live map of all passenger trains (national and international), similar to flightradar24.com for planes<sup>40</sup> and marinetrffic.com for ships.

We took for example the center of Europe with the live train maps from Austria, Czech Republic, Germany, Hungary and Slovakia. The details are provided in Annex 5.

Observations:

- The online live map is another legitimate source of (static and dynamic) passenger train information.
- In some countries the map provider is the IM (e.g., Slovakia, Germany), while in others the map is a courtesy of the (main) RU(s) (e.g., Austria, Czech Republic, Hungary). This approach raises the question of whether each passenger RU operating in a given country should produce its own map or whether one map per country (e.g., provided by the IM) would be sufficient. Legally, both approaches could be pursued, so user-friendliness and financial arguments need to be considered.

### **2.15.2 Open APIs**

An application programming interface (API) is a way for two or more computer programs to communicate with each other. It is a type of software interface that provides a service to other software. A document or standard that describes how to create or use such a connection or interface is called an API specification. A

<sup>39</sup> <https://eimrail.org/wp-content/uploads/2021/06/20210604-CER-EIM-UNIFE-EUTT-Position-Paper-Real-time-information.pdf>

<sup>40</sup> Although created for completely different purposes, there is even an online live map of private jets flights in Austria. It is available here: <https://greenpeace.at/anders-engagieren/privatjettracker>.

computer system that conforms to this standard is said to implement or expose an API. The term API can refer to either the specification or the implementation.

Unlike a user interface, which connects a computer to a person, an application programming interface connects computers or pieces of software to each other. It is not intended to be used directly by a person (the end user) other than a computer programmer who integrates it into the software.

Open APIs are widely offered in the railways in Europe, either by the IM or by the passenger RUs. Different data formats are available (e.g., GTFS, TAP TSI). The common denominator is that the data is available to anyone, free of charge, for any use. Different legal conditions apply<sup>41</sup>, but the essence is basically the same, i.e., one of the Creative Commons licences is in play.<sup>42</sup>

## 2.16 Lessons learned from other continents (e.g., Railinc, USA)

The North America's confidentiality regime of train-related information is beyond the scope of this analysis. However, their technical solution is remarkable for its simplicity and practicality. It is provided by Railinc Corp, based in Cary, North Carolina. It is owned by the Association of American Railroads (AAR), an organisation of the major American freight railroads operating in Canada, the US and Mexico.<sup>43</sup>

Railinc offers one of its 50+ IT applications named 'Letter of Authorization' (LOA)<sup>44</sup> to ensure that appropriate data is sent only to authorized parties. Third-party logistics providers (3PLs) are commonly used in the rail industry. These companies provide different services, including shipment management, asset management, and related application services to companies that are shippers, consignees, or equipment owners. Letter of Authorization is a web application that allows users to electronically submit, approve, expire, and renew letter of authorization.

Although there are significant differences between the US and European railways, in practice the train operator is in full control of the relevant data flows and can grant or deny permissions and limit them in time to interested third parties for supposedly confidential information. This application shows that a simple digital solution can be found to what appears to be very complex legal issue in Europe if the parties involved share the same understanding of the issue at hand.

## 3 Outputs - draft boilerplate clause on confidentiality of train-related information

Taking into account all the above considerations, the idea is to introduce a standard clause on the confidentiality of train information covering the whole life cycle of the trains, i.e., from path request through allocation to the last train running under the relevant annual timetable plus the period after (e.g., archive, data warehouse). This means that this clause would complement, but not replace, the existing contractual provisions dealing generally with confidentiality in the SCU/TAA. This less invasive approach would presumably allow 1) the introduction of clauses that do not contradict the existing ones in the SCU/TAA (i.e., no need to thoroughly examine IM by IM their existing confidentiality provisions on train-related information (if any) and adapt to different national solutions) and 2) easier and seamless integration of the new texts into the current IM SCU/TAA templates.

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<sup>41</sup> In Norway Bane NOR offers their own licence agreement – Norwegian License for Open Government Data (NLOD) here: <https://www.banenor.no/apne-data-fa-togtidene-gratis-pa-nett-og-skjermer/>

<sup>42</sup> CC0 - CC0 1.0 Universal is offered by Infrabel: <https://opendata.infrabel.be/pages/license>

<sup>43</sup> <https://public.railinc.com>

<sup>44</sup> <https://public.railinc.com/products-services/letter-of-authorization>

### 3.1 One common clause for both railways markets

This solution is the existing solution at basically all points of interest, e.g., E-GTC-I, E-SCU-I, Network Statements, National GTCs, National SCU/TAA. There is no differentiation between the two markets, no granularity in terms of acceptable purposes and re-users of the train information.<sup>45</sup> These are mostly blanket provisions that have not been adapted to the new realities of the technological boom and the rapid developments in data creation and use.

### 3.2 Different optional clauses for different railway markets

This is the solution favoured by the project. This solution would allow for

- a clear separation between train information generated by passenger and freight trains and its adequate legal treatment to the current standards of data economy;
- a business-oriented definition of the types and/or elements of train information that should no longer be considered confidential between IM and RU (i.e., the content dimension);
- a logical description of the exact points in time when the confidentiality of train information between IM and RU should begin and end (i.e., the time dimension);
- provide legal certainty in all use cases of data sharing beyond the railway sector under statutory and contractual obligations (e.g., NAPs, EMDS, other data spaces, third parties, etc.).

However, the principle of equal and non-discriminatory treatment of all applicants by IMs must be respected. This would mean that all RUs, irrespective of their business profile, would be informed of the optional clauses on confidentiality in one place, i.e., the NS or SCU/TAA template would contain the two clauses one after the other. On the other hand, the administrative burden for IMs to offer and sign a template with two optional texts depending on the RU licence is relatively low. In practice, both optional texts have to be included in the template and the chapter not relevant to the counterparty has to be deleted before the template is signed with the RU. If the RU is licensed for both markets, both texts have to be maintained/adjusted/merged as appropriate.

In light of achieving more clarity and granularity and no doubts on what is confidential and what shall not be held secret, three questions should be answered in the clause:

- What is train information in general and which types of train information are concerned in the boilerplate clause (i.e., scope)?
- Who can it be shared with by operation of law and (multilateral, bilateral) agreements (i.e., non-exhaustive list)?
- When can it be shared (i.e., from/to)?

Three approaches can be pursued here:

- Descriptive: general wording leaving a (considerable) room for interpretation; it is not favoured by the project;
- Exhaustive list of data categories excluded from confidentiality in passenger traffic by operation of law -> e.g., include all data categories from the PRR and MMTIS Annex which shall be provided by the RUs/IMs to the National Access Points and APIs providing access to static, historic and observed travel and traffic data shall be publicly accessible to data users, where relevant subject to registration; it is not favoured by the project either;
- Mixed approach: a short description with the addition 'such as' listing PRR and MMTIS data categories and keeping it open to other data categories which could fall under the non-confidential regime in the future.

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<sup>45</sup> Nationally, there are exceptions/good practices in some countries where special provisions on passenger vs. freight trains are introduced by the IM (e.g., Denmark, the Netherlands).

### 3.2.1 Working Version of Boilerplate Clause for Passenger RUs with Inputs and Annotations

In fact, with the new PRR and the existing (and soon to be amended) MMTIS Regulation, there should be no confidentiality of train information before (e.g., already in September/October/November or later from the TT change) and during the journey. The only phase that could or should still (partly) be 'covered' by confidentiality is the capacity request and allocation, i.e., train making.

The clause is structured around 1) definition of train related information, 2) declaration of the IM's general obligation of confidentiality towards RUs with regard to train related information 3) eligible third parties for confidential information in the capacity allocation process, 4) eligible third parties for confidential information in traffic management, 5) expiry of confidentiality of historical information and 6) RUs obligation not to provide/share/forward confidential train related information of other RUs.

*Name of the article:*

Confidentiality of train related information in the capacity and traffic management

*Two general paragraphs dealing with the definition of confidential train information concerning passenger trains and the IM's general obligation to keep it confidential*

Art. .... (1) For the purposes of this article, confidential train related information of the applicant/RU is any information exchanged with the IM concerning the requested and allocated infrastructure capacity for passenger trains until the allocation has taken place.

(2) The IM shall respect the confidentiality of the Applicant/RU's confidential train related information. The IMs shall set up appropriate information systems to guarantee data security of the confidential information (input -> Chapter 8 Point 5 of the E-GTC-I). However, the parties agree that the exceptions in the following paragraphs shall apply.

*A paragraph dealing with confidentiality in capacity management. NOTE: passenger train is still in making; some data still have to (partly) be kept confidential.*

(3) The IM shall be entitled to provide confidential train related information of the applicant/RU to third parties, such as:

- a) other applicants and RUs involved in a passenger railway transport service carried out in cooperation between them, as well as other IMs/ABs/service facilities operators of connected railway networks or service facilities for the purpose of the capacity management process (input -> ProRail and RNE);
- b) other applicants and RUs involved in the coordination of conflicting path requests (input -> ProRail);
- c) suppliers of national and European IT applications/common digital tools for capacity management (input -> ZSR and RNE);
- d) contractors of the IM for the maintenance, renewal, and upgrade of the railway infrastructure (input -> ProRail);
- e) any interested party without mentioning the name of the applicant/RU whose information is concerned (input -> Art. 8(6) of the E-GTC-I);
- f) in case of fulfilment of a legal obligation of the IM resulting from statutory law or court order/judgment (input -> DB Netz, SNCR Réseau, ProRail, RNE)
- g) other parties or cases with the prior explicit consent of the applicant/RU (input -> RNE).

*A paragraph dealing with confidentiality in traffic management. NOTE: passenger train is open for ticket reservations, and then operation on the network, thus every train information on the timetable, delays and cancellations is accessible and shareable.*

(4) From the date of opening of the ticket reservation systems of the passenger train concerned or the date of the timetable change, whichever event is earlier, the information on timetable shall no longer be considered as confidential train related information. Accordingly, the IM shall be entitled to provide the timetable information as well as information about disruptions, delays, cancellations, next station(s) and main connecting services about RU's trains without restrictions.

A paragraph dealing with historical information and its declassification: data recorded in databases and data warehouses.

(5) The parties agree to set an expiry date for the confidentiality of historical confidential train related information which is recorded and archived in various databases/data warehouses of the IM. This means that from that date such data and information derived from it shall no longer be considered confidential by the parties. The expiry date shall be 2 (two) years after the end of the relevant timetable period. After this date the IM shall be entitled to provide/share the historical train related information to any third party without restrictions. This paragraph shall apply retroactively to all historical information already stored in the national and European IT applications of the IMs and their international organisations.

A paragraph dealing with the RU obligation to keep confidential information seen/found/derived from IM applications or otherwise received from the IM about other RUs, i.e., it is a safeguard for the IM against misuse of information by RUs.

(6) The RU shall not provide/share/transmit confidential train related information of other RUs derived from the IM's IT applications or otherwise obtained from the IM.

### 3.2.2 Working Version of the Boilerplate Clause for Freight RUs with Inputs and Annotations

The structure and most of the content of the above passenger RUs clause can in principle be used for the freight RUs with the following adaptations: 1) understandably, passenger stakeholders and the general public should be deleted, 2) the first and last mile operators should be added (i.e., service facilities operators), 3) the terminals and ports from the draft telematics TSI should be added as well, although they fall under the SFO definition 4) the capacity and traffic management phases can be combined in a single paragraph to avoid repetition.

*Name of the article*

Confidentiality of train related information in the capacity and traffic management

*Two general paragraphs dealing with the definition of confidential train information concerning freight trains and the IM's general obligation to keep it confidential*

Art. .... (1) For the purposes of this article, confidential train related information of the RU is any information exchanged with the IM concerning:

- a. requested and allocated infrastructure capacity for freight trains (input -> SERA Directive and this basically means information on the timetable);
- b. train running forecasts and delays of freight trains (input -> draft Telematics TSI);
- c. service disruption information (input -> draft Telematics TSI);
- d. location of freight trains in marshalling and shunting yards (input -> ProRail and CIT);
- e. performance information (this basically means the punctuality of freight trains);



- f. historical planning and operational information concerning freight trains recorded and archived in electronic or paper form (input -> RNE).

(2) IM shall respect the commercial confidentiality of the Applicant/RU's train related information. The IMs shall set up appropriate information systems to guarantee data security of the confidential information (input -> Chapter 8 Point 5 of the E-GTC-I). However, the parties agree that the exceptions in the below paragraphs shall apply.

*A combined paragraph dealing with confidentiality in capacity and traffic management.*

(3) The IM shall be entitled to provide confidential train related information of the applicant/RU to third parties, such as:

- a) other applicants and RUs involved in a freight railway transport service carried out in cooperation between them, as well as other IMs/ABs/service facilities operators of connected railway networks or service facilities or participating in railway corridors for the purpose of the capacity management processes (input ProRail, RFI and RNE);
- b) other applicants and RUs involved in the coordination of conflicting path requests (input -> ProRail);
- c) other IMs/ABs/RUs/applicants and operators of service facilities<sup>46</sup> involved in a freight railway transport service carried out in cooperation between them from the date of the timetable change or the first day of operation: information on the timetable, actual train running forecasts, actual delays of freight trains and actual service disruption information (input -> draft Telematics TSI);
- d) insurance companies for risk appraisal and for handling insurance cases (input -> DB Netz and Network Rail);
- e) suppliers of national and European IT applications/common digital tools for capacity and traffic management (e.g., RNE PCS and RNE TIS; input -> ZSR and RNE);
- f) contractors of the IM for the maintenance, renewal, and upgrade of the railway infrastructure (input -> ProRail);
- g) any interested party without mentioning the name of the Applicant/RU whose information is concerned (input -> Art. 8(6) of the E-GTC-I);
- h) in case of fulfilment of a legal obligation of the IM resulting from mandatory law (e.g., requests of safety authorities, regulatory bodies (input -> DB Netz, SNCF and ProRail) or court order/judgment;
- i) other parties with the prior explicit consent of the Applicant/RU (input -> RNE).

*A paragraph dealing with historical information and its declassification: data recorded in databases and data warehouses.*

(4) The parties agree to set an expiry date for the confidentiality of historical train information. This means that from that date such data and information derived from it shall no longer be considered confidential by the parties. The expiry date shall be 1 (one) year after the end of the relevant timetable period. After this date the IM shall be entitled to share/forward the historical train-related information to any third party without restriction. This paragraph shall apply retroactively to all historical information already stored in the national and international IT applications of the IMs and their international organisations.

*A paragraph dealing with the RU obligation to keep confidential information seen/found/derived from IM applications or otherwise received from the IM about other RUs, i.e., it is a safeguard for the IM against misuse of information by RUs.*

(5) The RU shall not provide/share/transmit confidential train related information of other RUs derived from the IM's IT applications or otherwise obtained from the IM.

<sup>46</sup> E.g., ports, terminals, combined transport operators.



### 3.3 Final drafts – clean versions

These are the boilerplate clauses for both traffics without references to the inputs, contributions, etc. They are designed in three variants: a) for passenger RUs b) for freight RUs and 3) for RUs licenced for both services. They are readily available for inclusion in the SCU/TTA/Framework Agreements.

#### 3.3.1 For RUs Licenced for Passenger Services

##### **Confidentiality of train related information in the capacity and traffic management**

Art. [...] (1) For the purposes of this article, confidential train related information of the applicant/RU is any information exchanged with the IM concerning the requested and allocated infrastructure capacity for passenger trains until the allocation has taken place.

(2) The IM shall respect the confidentiality of the Applicant/RU's confidential train related information. The IMs shall set up appropriate information systems to guarantee data security of the confidential information. However, the parties agree that the exceptions in the following paragraphs shall apply.

(3) The IM shall be entitled to provide confidential train related information of the applicant/RU to third parties, such as:

- h) other applicants and RUs involved in a passenger railway transport service carried out in cooperation between them, as well as other IMs/ABs/service facilities operators of connected railway networks or service facilities for the purpose of the capacity management process;
- i) other applicants and RUs involved in the coordination of conflicting path requests;
- j) suppliers of national and European IT applications/common digital tools for capacity management;<sup>47</sup>
- k) contractors of the IM for the maintenance, renewal, and upgrade of the railway infrastructure;
- l) any interested party without mentioning the name of the applicant/RU whose information is concerned;
- m) in case of fulfilment of a legal obligation of the IM resulting from statutory law<sup>48</sup> or court order/judgment;
- n) other parties or cases with the prior explicit consent of the applicant/RU.

(4) From the date of opening of the ticket reservation systems of the passenger train concerned or the date of the timetable change, whichever event is earlier, the information on timetable shall no longer be considered as confidential train related information. Accordingly, the IM shall be entitled to provide the timetable information as well as information about disruptions, delays, cancelations, next station(s) and main connecting services about RU's trains without restrictions.

(5) The parties agree to set an expiry date for the confidentiality of historical confidential train related information which is recorded and archived in various databases/data warehouses of the IM. This means that from that date such data and information derived from it shall no longer be considered confidential by the parties. The expiry date shall be 2 (two) years after the end of the relevant timetable period. After this date the IM shall be entitled to provide/share the historical train-related information to any third party without restrictions. This paragraph shall apply retroactively to all historical information already stored in the national and European IT applications of the IMs and their international organisations.

(6) The RU shall not provide/share/transmit confidential train related information of other RUs derived from the IM's IT applications or otherwise obtained from the IM.

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<sup>47</sup> E.g., RNE PCS

<sup>48</sup> E.g., requests of safety authorities, regulatory bodies, the National Access Point (NAP) under the MMTIS Regulation

### 3.3.2 For RUs Licenced for Freight Services

#### Confidentiality of train related information in the capacity and traffic management

Art. .... (1) For the purposes of this article, confidential train related information of the RU is any information exchanged with the IM concerning:

- g. requested and allocated infrastructure capacity for freight trains<sup>49</sup>;
- h. train running forecasts and delays of freight trains;
- i. service disruption information;
- j. location of freight trains in marshalling and shunting yards;
- k. performance information<sup>50</sup>;
- l. historical planning and operational information concerning freight trains recorded and archived in electronic or paper form.

(2) The IM shall respect the confidentiality of the applicant/RU's confidential train related information. The IMs shall set up appropriate information systems to guarantee data security of the confidential information. However, the parties agree that the exceptions in the following paragraphs shall apply.

(3) The IM shall be entitled to provide confidential train related information of the applicant/RU to third parties, such as:

- j) other applicants and RUs involved in a freight railway transport service carried out in cooperation between them, as well as other IMs/ABs/service facilities operators of connected railway networks or service facilities or participating in railway corridors for the purpose of the capacity management processes;
- k) other applicants and RUs involved in the coordination of conflicting path requests;
- l) other IMs/ABs/RUs/applicants and operators of service facilities involved in a freight railway transport service carried out in cooperation between them from the date of the timetable change or the first day of operation: information on the timetable, actual train running forecasts, actual delays of freight trains and actual service disruption information;
- m) insurance companies for risk appraisal and for handling insurance cases;
- n) suppliers of national and European IT applications/common digital tools for capacity and traffic management<sup>51</sup>;
- o) contractors of the IM for the maintenance, renewal, and upgrade of the railway infrastructure;
- p) any interested party without mentioning the name of the Applicant/RU whose information is concerned;
- q) in case of fulfilment of a legal obligation of the IM resulting from mandatory law<sup>52</sup> or court order/judgment;
- r) other parties with the prior explicit consent of the Applicant/RU.

(4) The parties agree to set an expiry date for the confidentiality of historical confidential train related information which is recorded and archived in various databases/data warehouses of the IM. This means that from that date such data and information derived from it shall no longer be considered confidential by the parties. The expiry date shall be 1 (one) year after the end of the relevant timetable period. After this date the IM shall be entitled to provide/share the historical train related information to any third party without restriction. This paragraph shall apply retroactively to all historical information for freight trains already stored in the national and European IT applications of the IMs and their international organisations.

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<sup>49</sup> E.g., timetable

<sup>50</sup> E.g., punctuality

<sup>51</sup> E.g., RNE PCS, RNE TIS

<sup>52</sup> E.g., requests of safety authorities, regulatory bodies

(6) The RU shall not provide/share/transmit confidential train related information of other RUs derived from the IM's IT applications or otherwise obtained from the IM.

### 3.3.3 For RUs Licenced for Both Services

If the RU is licensed for both passenger and freight services, the following table may be included in the relevant article of the SCU/TAA/FA:

#### Confidentiality of train related information in the capacity and traffic management

Par.	When the RU is providing passenger services	When the RU is providing freight services
(1)	For the purposes of this article, confidential train related information of the applicant/RU is any information exchanged with the IM concerning the requested and allocated infrastructure capacity for passenger trains until the allocation has taken place.	For the purposes of this article, confidential train related information of the applicant/RU is any information exchanged with the IM concerning: <ul style="list-style-type: none"> <li>a. requested and allocated infrastructure capacity for freight trains (i.e., timetable);</li> <li>b. train running forecasts and delays of freight trains;</li> <li>c. service disruption information;</li> <li>d. location of freight trains in marshalling and shunting yards;</li> <li>e. performance information (e.g., punctuality);</li> <li>f. historical planning and operational information concerning freight trains recorded and archived in electronic or paper form.</li> </ul>
(2)	The IM shall respect the confidentiality of the applicant/RU's confidential train related information. The IMs shall set up appropriate information systems to guarantee data security of the confidential information. However, the parties agree that the exceptions in the following paragraphs shall apply.	
(3)	<p>The IM shall be entitled to provide confidential train related information of the applicant/RU to third parties, such as:</p> <ul style="list-style-type: none"> <li>a) other applicants and RUs involved in a passenger railway transport service carried out in cooperation between them, as well as other IMs/ABs/service facilities operators of connected railway networks or service facilities or participating in railway corridors for the purpose of the capacity management processes;</li> <li>b) other applicants and RUs involved in the coordination of conflicting path requests;</li> <li>c) suppliers of national and European IT applications/common digital tools for capacity management (e.g., RNE PCS);</li> </ul>	<p>The IM shall be entitled to provide confidential train related information of the applicant/RU to third parties, such as:</p> <ul style="list-style-type: none"> <li>a) other applicants and RUs involved in a freight railway transport service carried out in cooperation between them, as well as other IMs/ABs/service facilities operators of connected railway networks or service facilities or participating in railway corridors for the purpose of the capacity management processes;</li> <li>b) other applicants and RUs involved in the coordination of conflicting path requests;</li> <li>c) other IMs/ABs/RUs/applicants and operators of service facilities involved in a freight railway transport service carried out in cooperation between them from the date of the timetable change or the first day of operation of the train:</li> </ul>

	<p>d) contractors of the IM for the maintenance, renewal, and upgrade of the railway infrastructure;</p> <p>e) any interested party without mentioning the name of the applicant/RU whose information is concerned;</p> <p>f) in case of fulfilment of a legal obligation of the IM resulting from statutory law (e.g., requests of safety authorities, regulatory bodies, the National Access Point (NAP) under the MMTIS Regulation) or court order/judgment;</p> <p>g) other parties or cases with the prior explicit consent of the applicant/RU.</p>	<p>information on the timetable, actual train running forecasts, actual delays of freight trains and actual service disruption information;</p> <p>d) insurance companies for risk appraisal and for handling insurance cases;</p> <p>e) suppliers of national and European IT applications/common digital tools for capacity and traffic management (e.g., RNE PCS, RNE TIS);</p> <p>f) contractors of the IM for the maintenance, renewal, and upgrade of the railway infrastructure;</p> <p>g) any interested party without mentioning the name of the Applicant/RU whose information is concerned;</p> <p>h) in case of fulfilment of a legal obligation of the IM resulting from mandatory law (e.g., requests of safety authorities, regulatory bodies) or court order/judgment;</p> <p>i) other parties with the prior explicit consent of the Applicant/RU.</p>
(4)	<p>From the date of opening of the ticket reservation systems of the passenger train concerned or the date of the timetable change, whichever event is earlier, the information on the timetable shall no longer be considered as confidential train related information. Accordingly, the IM shall be entitled to provide the timetable information as well as information about disruptions, delays, cancelations, next station(s) and main connecting services about RU's trains without restrictions.</p>	
(5)	<p>The parties agree to set an expiry date for the confidentiality of confidential historical train related information which is recorded and archived in various databases/data warehouses of the IM. This means that from that date such data and information derived from it shall no longer be considered confidential by the parties. The expiry date shall be 2 (two) years for passenger trains and 1 (one) year for freight trains after the end of the relevant timetable period. After this date the IM shall be entitled to provide/share the historical train-related information to any third party without restrictions. This paragraph shall apply retroactively to all historical information already stored in the national and European IT applications of the IMs and their international organisations.</p>	
(6)	<p>The RU shall not provide/share/forward confidential train related information of other RUs derived from the IT applications of the IM or received from the IM.</p>	

### 3.3.4 For Framework Agreements for RUs licenced for Passenger Services

This clause is an input from ADIF and reflects the legal situation in Spain.

#### **Confidentiality of train related information in the capacity and traffic management**

Art. [...] (1) For the purposes of this article, confidential train related information of the applicant/RU is any information exchanged with the IM concerning the reserved capacity for passenger trains during the term of this framework agreement. However, any information of the applicant/RU exchanged with the IM concerning the requested and allocated infrastructure capacity for a particular timetable shall remain confidential only until the allocation has taken place, except if the network statement of the IM establishes a later moment in the capacity allocation process (i.e., announcement of running).

(2) The IM shall respect the confidentiality of the Applicant/RU's confidential train related information. The IMs shall set up appropriate information systems to guarantee data security of the confidential information. However, the parties agree that the exceptions in the following paragraphs shall apply.

(3) The IM shall be entitled to provide confidential train related information of the applicant/RU to third parties, such as:

- a) other applicants and RUs involved in a passenger railway transport service carried out in cooperation between them, as well as other IMs/ABs/service facilities operators of connected railway networks or service facilities for the purpose of the capacity management process;
- b) other applicants and RUs involved in the coordination of conflicting path requests without disclosing the identity of those applicants and RUs, unless they agree to disclose it;
- c) suppliers of national and European IT applications/common digital tools for capacity management;
- d) contractors of the IM for the maintenance, renewal, and upgrade of the railway infrastructure;
- e) any interested party without mentioning the name of the applicant/RU whose information is concerned, where the segment of the infrastructure on what the information is provided has at least four applicants/RUs;
- f) in case of fulfilment of a legal obligation of the IM resulting from statutory law or court order/judgment;
- g) other parties or cases with the prior explicit consent of the applicant/RU

(4) From the date of opening of the ticket reservation systems of the passenger train concerned or the date of the timetable change, whichever event is earlier, the information on timetable shall no longer be considered as confidential train related information. Accordingly, the IM shall be entitled to provide the timetable information as well as information about disruptions, delays, cancelations, next station(s) and main connecting services about RU's trains without restrictions.

(5) Without prejudice to paragraph 1 on confidentiality of the reserved capacity information during the term of the framework agreement, the parties agree to set an expiry date for the confidentiality of historical confidential train related information which is recorded and archived in various databases/data warehouses of the IM. This means that from that date such data and information derived from it shall no longer be considered confidential by the parties. The expiry date shall be 2 (two) years after the end of the relevant timetable period. After this date the IM shall be entitled to provide/share the historical train-related information to any third party without restrictions. This paragraph shall apply retroactively to all historical information already stored in the national and European IT applications of the IMs and their international organisations.

(6) The RU shall not provide/share/transmit confidential train related information of other RUs derived from the IM's IT applications or otherwise obtained from the IM.

## Annex 1

### Confidentiality of train information in Europe – legal survey

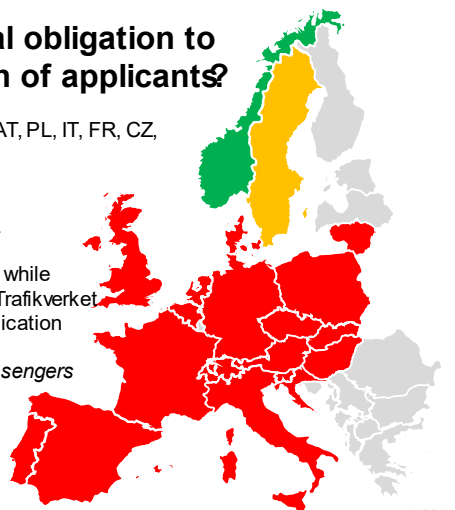


#### Question Number 1

#### Does your company have the legal obligation to keep confidential train information of applicants?

- National law(16): BE,CH, ES, DK, HR, PT, LT, HU, UK, AT, PL, IT, FR, CZ, SK, NL, DE
- NS(3): CH, HU, IT
- GTC(8): CH, HR, HU, UK, AT, FR, SI, NL
- CUI/TAA(11): DK, HR, PT, LT, HU, UK, PL, IT, FR, SI, NL
- Other(3): CH(IT), ES(FA), CZ(Internal)
- SW: the general rule is that the information is public while confidentiality is the exception. Information reported to Trafikverket by a RU/Applicant prior to train departure via a web application *"is only available Trafikverket and contracting parties, with the exception of traffic information that benefits passengers and the public. The information is also available to market actors who are developing traffic information services for passengers and the public"*

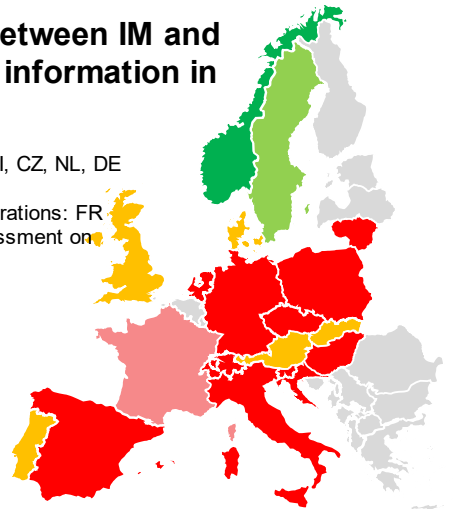
- YES
- NO
- Other



## Question Number 2

### What is considered confidential between IM and applicants when it comes to train information in the capacity allocation process ?

- All allocation info (11) BE, CH, ES, HR, LT, HUPL, IT, SI, CZ, NL, DE
- Only path request (5): DK, PT, UK, AT, SK
- Only path request and allocated path modifications/alterations: FR
- The applicant's understanding is not decisive; the assessment on confidentiality is made by the IM
- None: NO



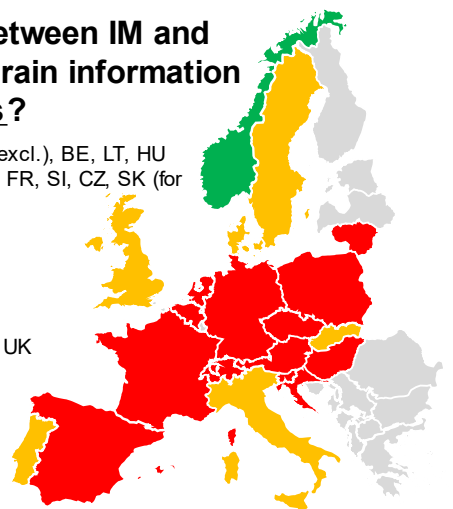
- All info
- None
- Path request

All info = path request, allocated train path, allocated path modifications and/or alterations, etc.

## Questions Number 3

### What is considered confidential between IM and applicants/RUs when it comes to train information in the traffic management process ?

- All train running info CH (pass. excl.), ES, HR (delay excl.), BE, LT, HU (train type excl.), ATPL (RU name and train type excl), FR, SI, CZ, SK (for freight trains), NL, DE (train type excl.)
- Cargo/freight type (e.g. goods in the wagon): DK
- Train weight, wagons numbers, cargo/freight type: PT
- Origin, delay, cargo/freight type, performance regime: UK
- Train weight, train length, train maximum speed, wagons numbers, cargo/freight type: IT
- None: NO, for passenger trains in CH, SW and SK



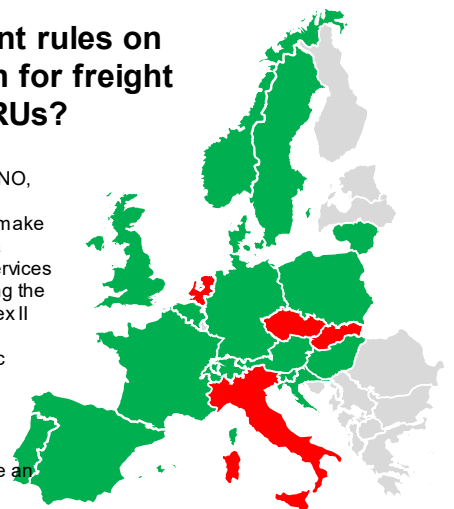
- All info
- None
- Other



## Question Number 4

### Does your company apply different rules on confidentiality of train information for freight trains/RUs and passenger trains/RUs?

- No (14): BE, CH, ES, DK, HR, PT, LT, HU, UK, AT, PL, FR, NO, SI, SW
- IT: The Italian Regulatory Body (ART) has required RFI to make available to RUs in a non-discriminatory way real-time data relating to the trains of other RUs operating passenger services in order to allow all RUs to provide their passengers during the journey at least the information referred to in Part II of Annex II to Regulation (EC) no. 1371/2007
- CZ: there is some nonconfidential information about public passenger trains
- SK: in the case of public passenger transport, there is an obligation to publish timetables and information on train movements
- NL: Basis is Art. 6 of the GTC. In addition, freight RUs have an article in the CUI about sharing data about arrival and departure times with terminals, neighbour IM's, etc.

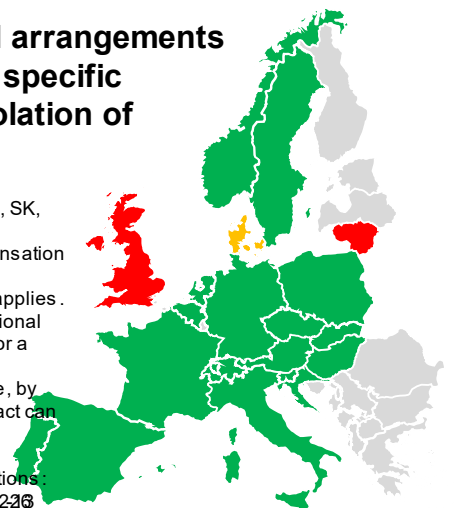


■ YES  
■ NO

## Question Number 5

### Does your company's contractual arrangements with the Applicants/RUs envisage specific sanctions for the IM in case of violation of confidentiality obligation?

- No (15): BE, CH, ES, DK, HR, PT, HU, AT, PL, FR, NO, SI, SK, CZ, IT, SW
- LT: Damage compensation. Concrete amount of compensation depends on suffered damage which should be proven
- UK: 1) The general law around confidentiality remedies applies. 2) Where the specific provisions of the Railways Act (national law) have been broken, then the Railways Act provides for a fine and/or potentially prison for extreme/criminal cases
- DK: Disputes are settled via mediation and if impossible, by arbitration. In the event of a substantial breach the contract can be terminated
- FR remark: SNCF Réseau personnel who discloses confidential information to third parties risks penal sanctions: one year's imprisonment and a fine of EUR15 000 (Art. 226 of the Penal Code)



■ YES  
■ NO  
■ Other

### Question Number 6

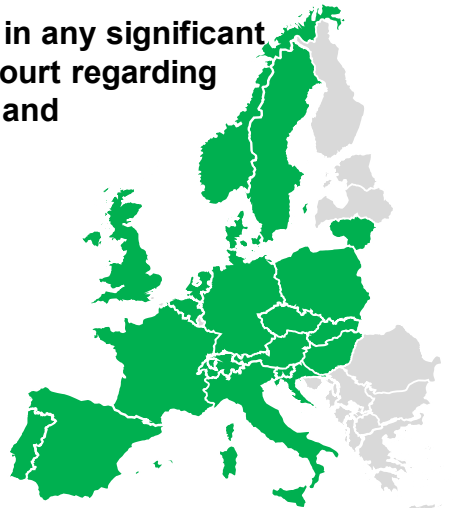
**6. Respecting your internal rules, would you share  
with RNE the text of your confidentiality clause  
relevant for the train information?**

(provided separately – see Annex 2)

### Question Number 7

**Has your company been involved in any significant  
case before a regulator or/and a court regarding  
confidentiality issues between IM and  
applicants/RU(s)?**

☐ YES  
☐ NO



## **Annex 2**

### **Summary of extracts from national CUI/TAA/GTC/NS on confidentiality between IMs and RUs**

#### **1. Switzerland (SBB - NS)**

Die Vertragsparteien behandeln alle Tatsachen vertraulich, die weder offenkundig noch allgemein zugänglich sind. Im Zweifel sind die Tatsachen vertraulich zu behandeln. Diese Geheimhaltungspflicht besteht schon vor Vertragsabschluss und auch nach Beendigung des Vertragsverhältnisses. Vorbehalten bleiben gesetzliche Aufklärungspflichten.

Machine translation into English:

The contracting parties shall treat as confidential all facts that are neither public knowledge nor generally accessible. In case of doubt, the facts shall be treated confidentially. This duty of confidentiality already exists before conclusion of the contract and also after termination of the contractual relationship. Statutory duties of disclosure remain reserved.

#### **2. Spain (ADIF – 2023 Network Statement)**

##### **CLÁUSULA 11ª – CONFIDENCIALIDAD**

El administrador de infraestructuras ferroviarias tratará como confidencial toda la información comercial y de negocio que se le confíe y así lo requiera y, en los términos legalmente previstos, no revelará ninguna información confidencial que le sea comunicada o que haya descubierto; no hará uso impropio de la información que se le proporcione y se compromete a tratar con discreción cualquier información o documentos que le sean revelados o prepare en el transcurso o como resultado del presente Acuerdo Marco y que solo serán utilizados con los fines previstos para los mismos y no revelándolos a ninguna tercera parte ajena al procedimiento.

No obstante, lo anterior y como garantía de transparencia, el Administrador de Infraestructuras Ferroviarias comunicará el presente acuerdo marco a la Comisión Nacional de los Mercados y la Competencia, respetando la confidencialidad de los datos con relevancia comercial y de negocio e informará al resto de candidatos, cuando fuese así requerido por éstos, de las líneas generales del presente Acuerdo Marco.

##### **Clause 11 – Confidentiality**

The railway infrastructure manager shall treat as confidential all commercial and business information entrusted upon requirement. Under the terms provided by law they shall not disclose any confidential information that was communicated or discovered: and shall not make improper use of the information provided. They commit to treat with discretion any information or documents disclosed or prepared upon execution - or as a result - of this Framework Agreement and that shall only be used for the purposes hereunder without disclosing it to any third party outside the procedure.

Notwithstanding the foregoing and in order to ensure transparency, the Railway Infrastructure Manager shall communicate this framework agreement to the National Commission of Markets and Competition, confidentially treating the data with commercial or business relevance, and shall inform other Applicants - upon requirement - of this Framework Agreement general guidelines.

#### **3. Norway (Bane NOR - TAA)**

##### **16.4 Common provisions concerning the exchange of traffic data and other information**

The Parties must deliver traffic data and other information at fixed sections in time or upon request by the other Party. Bane NOR will establish precisely what traffic data and other information will be delivered at fixed sections in time or by request, and when traffic data and other information must be delivered to the other Party. Every exchange of traffic data and other information shall occur within a fixed deadline. Traffic data and other information that is delivered to the other Party must not contain factual errors.

The Parties must deliver traffic data and other information in the format required by Bane NOR. None of the Parties may demand delivery of traffic data or other information that the Party has already received from the other Party in another manner, under the precondition that the delivery has occurred in the format required by Bane NOR.

The Parties must exchange traffic data and other information, and operate their own tools, systems, etc., that are used for the exchange, in a manner such that the other Party is able to use traffic data and other information in accordance with its purpose. A Party may undertake changes in the manner by which traffic data and other information is exchanged, however the change must not inflict significant damage or drawbacks on the other Party. In the event of a change, the other Party must be notified before the change is commenced and such that the other Party has the possibility to perform a test of the change before it is commenced. Bane NOR may establish more detailed requirements for exchanging data and other information pursuant to this section, including requirements that apply for changes.

Lack of or delayed delivery of traffic data or other information that is of essential significance to Bane NOR or the railway company's activities, as well as factual errors in such traffic data and other information, are to be deemed to comprise a significant breach of the ATS, cf. section 17.3.

Bane NOR may establish a daily penalty that is to be paid for lacking or delayed delivery of traffic data or other documentation, until delivery has occurred with respect to the ATS. The same applies for factual errors in traffic data or other information, until error-free delivery has occurred. This applies regardless of whether the deficiency in the delivery of data is of essential significance to a Party's enterprise or not. The arrangement concerning a daily penalty shall apply mutually for the Parties and it may be limited to applying to specific types of traffic data or other information. The railway company must be given the opportunity to express its views on the more detailed content of the arrangement before it is established, and Bane NOR must inform the railway company in writing of the content in the arrangement established at least six months before it enters into effect. The content of the arrangement may appear in a document other than the ATS.

The Parties must in their handling of traffic data and other information that has been received from the other Party fulfil the provisions concerning non-disclosure obligations that follow from laws or regulations. Beyond this, the Parties are entitled to publish and announce service data received from the other Party.

#### **4. Denmark (Banedanmark – TAA<sup>53</sup>)**

##### **16.2 Confidentiality**

The parties and their employees are obliged to maintain the confidentiality of any knowledge and information which may come into their possession, regarding the other party's commercial and technical relations and expertise, clients, collaboration partners, sub-contractors etc.



This confidentiality between the parties continues after the termination of the contract, whatever the cause.

Notwithstanding the above-mentioned, a party is entitled to disclose confidential information, if, and to the extent that:

- the information is required by legislation or a decision by a court or public authority, including the Ministry of Transport, Building and Housing, the Danish Traffic, Building and Housing Agency, and the Danish competition authorities or EU authorities
- the parties deem necessary and appropriate that the party passes the information to its advisers, provided that these advisers are or will be subject to a similar confidentiality obligation
- the information is publicly available or rightfully received by third parties
- the information is made anonymous and used for general sector statistics, annual reports or similar.

Any disclosure of information in addition to those listed above requires prior written consent from the non-disclosing party.

## 2.4 Traffic information

Banedanmark supplies traffic information to train passengers on main line train stations and regional stations, where the RU has been allocated capacity, according to the executive order.

The delivery of Banedanmark's traffic information is subject to Banedanmark's access to the necessary data on RU's traffic operation.

The traffic information is submitted on Banedanmark's visual and auditory media on main line and regional stations to the extent it is possible and the equipment is available on the stations.

Banedanmark will update Rejseplanen (the journey planner) with information about the actual arrival and departure times of the trains, track occupation, cancellations and updated information regarding the main lines.

Moreover, Banedanmark provides a nationwide telephone service to supply information about arrival and departure times where it is possible to read out departure and arrival information for the blind and visually impaired.

The parties shall exchange data and information to follow up on the service provided and the perceived quality of traffic information.

The scope of delivery and content, as well as duties related to traffic assignment including mutual guidelines are set out in Appendix 5 under the title 'Traffic Information to Passengers'. It states duties, liabilities and rights agreed by the parties.

This provision only applies where the RU carries passengers.

## 2.8 Data exchange

If the parties deem it necessary to enter into an agreement on data exchange, the mutual rights and obligations are determined in annex 3.

## 5. Germany (DB Netz – CUI<sup>54</sup> and NS 2023<sup>55</sup>)

No clause on confidentiality is include in the CUI template.



DB Netz - CUI  
TT2021.pdf

54



DB Netz NS  
2023.pdf

55

### 3.3.4.6 Data Storage / Data Processing

- a) DB Netz AG is entitled to forward data resulting from the application documents or from executing the contract, in the necessary scope **to insurance companies** for risk appraisal and for handling insurance cases.
- b) DB Netz AG is entitled to forward registration data and data from contract documents in the necessary scope to DB Station&Service AG if this data can be used for registration of station stops in the station portal or is used to validate station price calculation.
- c) DB Netz AG is furthermore entitled to keep general contract, accounting and service data in data collections and to forward such data to its personnel where necessary for usage of the infrastructure.
- d) In addition, DB Netz AG is entitled to forward data about the usage of the train paths and capacities in service facilities used by the Applicant or involved RU to other RIUs (= IM) for purpose of billing infrastructure services or operation of passenger information systems.
- e) DB Netz AG is entitled for reasons associated with guaranteeing the safety of and facilitating railway transport, to transfer data from the train path application, application for the usages of capacities, timetable information and the actual transport movements to safety authorities and service providers, especially DB Sicherheit GmbH and Corporate Security, which are bound by confidentiality.

## 6. Croatia (HZ Infra – GTC)

The national GTC contain chapter 8 of the E-GTC-I without the first paragraph.

## 7. Belgium (Infrabel – TAA chapter 7.)

..."Each party undertakes, without the other party's prior consent, not to disclose the special terms and conditions of this agreement or any confidential information of a commercial nature of this agreement to any third party, except as expressly provided for in Belgian law or regulations".

## 8. Portugal (IP – CUI Art. 16)

### Confidentiality

- 1. The Parties undertake to maintain confidentiality regarding any non-public information shared, both verbally, in writing, or by any other mean, between the Parties, either directly or indirectly, before or after its signature, regarding this contract or the legal relation emerging from it.
- 2. Each Party may only disclose data related to the terms and conditions of the present contract, or disclosed under the contract, if that disclosure:
  - a) Will be determined by law or competent authority or should be deemed necessary to prevent or ensure the exercise or the defence of emerging rights or rights related to this contract, or the fulfilment of obligations assumed by the other Party.
  - b) Is authorised expressly and in writing by the other Party;
  - c) Is made to the board of directors members, employees, consultants, as long as those persons are informed of the confidential nature of the information and assure the fulfilment of the same confidentiality obligations hereby foreseen.

## 9. Lithuania (LTG Infra – source n.a.)

The Parties agree that all information related to the Agreement, including, but not limited to, information provided by the Parties during the negotiations, shall be kept confidential and shall not be disclosed to any third parties, except when required by the laws of the Republic of Lithuania. The Parties agree that information relating to this Agreement may be transmitted to the Parties' lawyers, auditors and members of the Parties' supervisory and/or management bodies and to a railway undertaking (carrier) acting on

behalf of the Applicant and having an agreement concluded with the Applicant without special consent of the other Party.

#### **10. Hungary (MAV – TAA Art. 13)**

“13. Duty of disclosure and confidentiality, audio recording

The Parties are obliged to inform each other without delay and in a demonstrable manner of the occurrence and termination of extraordinary events.

The information shall include a description of the situation that has arisen, the measures taken to remedy the incident and the measures taken to affect the provision of the allocated network access services.

The defaulting party shall be liable for any liability arising from any failure to provide any information required by the applicable legislation, the GTC and this Agreement.

The obligation of confidentiality under the GTC shall not restrict MÁV Zrt. from fulfilling its obligations to provide information in the framework of international cooperation or as required by public authorities.

The obligation of commercial confidentiality of the Railway Undertaking does not extend to undertakings that exercise ownership rights over the Railway Undertaking.

The railway undertaking agrees that the rolling stock data it operates may be made available to any railway undertaking with a network access contract that becomes a user of the rolling stock.

The Railway Undertaking agrees that MÁV Zrt. may disclose the fact that the Railway Undertaking has a valid and effective network access contract with MÁV Zrt.

The Railway Undertaking agrees that MÁV Zrt. publishes among the other railway undertakings with access to the network, by service location basis, that the Railway Undertaking has a railway undertaking agreement for the connection points for the given service location.

In addition to the above, the obligation of information and confidentiality shall be governed by the provisions of the NS GTC .

To increase the planning efficiency of the service facilities advertised in the NS and not operated by an infrastructure manager, the basic data of the trains concerned (punctuality data, traffic time data, trainload, train composition) may be provided to the operator of the facility.

#### **11. Austria (ÖBB Infrastruktur – GTC Art. 25)**

25.1 Unbeschadet Punkt 24 verpflichten sich die Vertragspartner zur Geheimhaltung sämtlicher im Zusammenhang mit den vertragsgegenständlichen Leistungen erlangten Informationen, Daten und Unterlagen, sofern der jeweilige Vertragspartner den anderen Vertragspartner nicht im Einzelfall schriftlich von dieser Verpflichtung entbindet.

25.2 Überdies verpflichten sich die Vertragspartner bei sonstiger verschuldensunabhängiger Schadenersatzpflicht für den Fall, dass es sich zur Erbringung der vertragsgegenständlichen Leistungen Dritter bedient, diese Verschwiegenheitsverpflichtung auch diesen Dritten zu überbinden. Insbesondere verpflichten sich die Vertragspartner zur Beachtung des Datengeheimnisses im Sinne des § 6 Datenschutzgesetz in der jeweils geltenden Fassung sowie ihre Mitarbeiter und allfällige Auftragsverarbeiter zu dessen Einhaltung zu verpflichten.

English machine translation

25.1 Notwithstanding clause 24, the contracting parties undertake to keep confidential all information, data and documents obtained in connection with the contractual services, unless the respective contracting party releases the other contracting party from this obligation in writing in individual cases.

25.2 Furthermore, the contractual partners undertake to impose this confidentiality obligation on third parties in the event that the contractual partner uses third parties for the provision of the contractual



services, in the event that the contractual partner is otherwise liable for damages irrespective of fault. In particular, the contractual partners undertake to observe data secrecy within the meaning of § 6 of the Data Protection Act as amended from time to time and to oblige their employees and any contract processors to comply with it.

## 12. Poland (PKP – PLK)

### 1. *Template of a Contract on the use of capacity for Transport of Goods*

#### Confidentiality of information

#### **VARIANT 1 – BILATERAL CONFIDENTIALITY OF INFORMATION** [\[1\]](#)

2. The Parties declare that provisions of the Contract are of an overt nature and do not constitute information that is a business secret pursuant to the Act of 16 April 1993 on combating unfair competition and an entrepreneur's secret pursuant to the Act of 6 September 2001 on access to public information of any Party.

#### **Variant 2 UNILATERAL CONFIDENTIALITY OF INFORMATION**

1. The Manager declares that provisions of the Contract do not constitute information that is a business secret of the Manager pursuant to the Act of 16 April 1993 on combating unfair competition and an entrepreneur's secret of the Manager pursuant to the Act of 6 September 2001 on access to public information.
2. The Undertaking declares that provisions hereof concerning:  
.....;  
.....,  
constitute information which is the Undertaking's business secret and the Undertaking's entrepreneur's secret pursuant to the acts referred to in subpar. 1.
3. The Parties shall keep in secret and not disclose to any third parties information obtained due to the performance of the Agreement, disclosure of which could put the other Party at a risk of a property or non-property damage, in particular information constituting a business secret and an entrepreneur's secret pursuant to the acts referred to in subpar. 1.
4. The Parties shall adhere to, while performing the Contract, all provisions included in the binding legal regulations related to the protection of information.
5. The use of information referred to in subpar. 2 for purposes other than specified herein, as well as publication thereof is not admissible without prior written consent of the other Party.
6. The obligation specified in subpar. 2 does not apply to commonly known information and disclosure of information pursuant to the mandatory and binding legal provisions and, in particular, upon a request of the court, prosecutor's office, tax authorities, control authorities or European Union institutions.
7. The following information is not deemed as subject to protection:
  - 1) information which became public under circumstances not resulting from an illegal act or an act infringing the obligations of the Parties hereto;
  - 2) information approved for dissemination on the grounds of a prior written consent of the Party whom the information concerns;
  - 3) information necessary for disclosure in relation to drawing up financial statements and information obligations related to public trading of securities.
8. Each Party shall exercise due diligence in order to prevent disclosure or use by third parties of the other Party's information subject to protection. Each Party shall limit access to information referred to in subpar. 2 only to employees or co-workers, who need this information to perform activities to the benefit of the other Party and who have accepted the obligations hereunder.
9. The Parties shall adhere to technical and organisational protection measures in order to protect information referred to in subpar. 2, at a level appropriate for possible threats and for mutual notification of incidents concerning violation of the principles of information protection referred to

- in subpar. 2, as well as undertaken measures aimed at preventing negative consequences of losing confidentiality, availability and integrity of information subject to protection in compliance with the provisions hereunder as well as measures undertaken in order to prevent occurrence of similar incidents in the future.
10. The Undertaking is also obliged to read the valid 'Information Safety Policy at PKP Polskie Linie Kolejowe S.A. for Business Partners of the Company SZBI-lbi-1a', hereinafter referred to as SZBI-lbi-1a, the contents of which are available on the Manager's website: [www.plk-sa.pl](http://www.plk-sa.pl), as well as to adhere to the provisions thereof.
  11. The Undertaking is responsible for persons who perform entrusted tasks on its behalf, in particular, for damages caused as a result of action or negligence of such persons, as well as for keeping the information referred to in subpar. 2 and obtained as a result of performance hereof confidential, and for adherence to the provisions of the document 'Information Safety Policy at PKP Polskie Linie Kolejowe S.A. for Business Partners of the Company SZBI-lbi-1a', available on the Manager's website: [www.plk-sa.pl](http://www.plk-sa.pl).
  12. In the event of sending information covered with protection via email, it should be secured against unauthorised access in a manner agreed on by the Parties hereto.
  13. The Manager sharing with the association RNE (RaiNetEurope), which the Manager is a member of, data on the Undertaking's trains crossing the border of the Republic of Poland in the scope of the Undertaking's name, national and international number, the route, punctuality and reasons for possible delays (according to the UIC), does not constitute an infringement of provisions hereof.
  14. The obligation specified in subpar. 2 is binding for the Parties also after expiry or termination of the Contract for a period of 3 years.

*11 An appropriate provision should be selected depending on the Undertaking's position with regard to the information constituting its business secret.*

Similar confidentiality provisions are applicable also in the template of the contract on the use of capacity for transport of persons and in the template of the contract on allocation of the capacity for transport of passengers/or goods.

### **13. The Netherlands (ProRail – GTC and model contact of use for freight)**

#### **Article 6 GTC:**

##### **Article 6 Confidentiality**

##### **1. Conditions of confidentiality**

- a. The parties will observe confidentiality regarding all data that according to the provisions of this article are classified as confidential.
- b. Classified as confidential are the Access Agreement, information that the parties provide one another within the performance of the Access Agreement, as well as information that is classified as confidential pursuant to the provisions of this article or at the explicit instruction of the provider.
- c. The parties will take appropriate measures to protect confidential information contained in their information systems.
- d. Information that falls under the confidentiality provisions of this article can without the permission of the other party or a titleholder be released to and used by a third party if so prescribed by law or a final and binding court order or arbitral award.
- e. The parties will impose on their auxiliary staff an obligation to comply with the duty of confidentiality applicable between the parties.
- f. The obligations under this article remain in force on termination of the Access Agreement.

##### **2. Provisions regarding the confidentiality of information exchanged between the parties**

- a. The parties will exclusively use the information exchanged between them within the context of the performance of the Access Agreement for the purposes for which it is provided and will not release said

information to third parties without the permission of the other party, except in the cases provided for by this article.

3. Provisions regarding the confidentiality of information concerning the other party that is available to the parties

- a. The parties will treat company performance data as confidential information and not release such to third parties without the permission of the other party, except in the cases provided for by this article.
- b. The network manager is authorised to grant other titleholders who have accepted these General Terms & Conditions, as well as network managers of connected railway networks access to information about the capacity requested by the titleholder, on condition that they handle such information as confidential.
- c. The network manager is authorised to release information about the capacity allocated to a titleholder and about the current train service of the railway undertaking as confidential information to the other railway undertakings who have accepted these General Terms & Conditions, as well as to network managers of connected railway networks.
- d. The network manager is entitled to release the timetable data, train run data and the passenger train forecast in TSI TAP<sup>56</sup> of the railway undertaking to railway undertakings, station managers<sup>57</sup> and network managers of connected railway networks for the purpose of travel information services.
- e. The network manager is entitled to make the values of the information and performance indicators, as referred to Article 7 Paragraph 3(a) and (b) of the Concession, available to the concession authorities unless determined otherwise in the Access Agreement or Article 7 Paragraph 5 of the Concession. The network manager is not entitled to provide the concession authorities with the data underlying these values, as this concerns commercially sensitive data and the railway undertaking also qualifies this data as confidential in the sense of Article 6 Paragraph 1 letter b.
- f. The network manager is authorised to provide train flow information to its auxiliary staff, exclusively for use within the framework of the agreement concluded between the network manager and that auxiliary staff regarding the performance of work on the management of the railways, insofar as that auxiliary staff requires that information within the context of the work on the management of the railways as assigned by the network manager. Infraspied Maintenance B.V. is for the application of this article regarded as the auxiliary staff of the network manager.

4. Provisions regarding information about other titleholders (third-party interest)

- a. Titleholders will observe the confidentiality of any information acquired via the information systems of the network manager or consultations organised by the network manager about capacity allocation, train service handling and/or the company performance data of other titleholders. This information may not be used as evidence in legal procedures between the titleholder and other titleholders.
- b. Titleholders accept that information about their capacity requests, capacity allocation, the train service handling and/or company performance data will via the information systems of the network manager become available to network managers of connected railway networks and other titleholders who have accepted these General Terms & Conditions.  
network managers of connected railway networks for the purpose of travel information services.

#### **Article 6.6 model contract of use (for freight) (in Dutch)**

Keuze: 6.6 Toestemming informatie delen

- a. Beheerder en Spoorwegonderneming komen overeen om, met het oog op het verbeteren van de operationele efficiëntie van de logistieke keten, (inter)nationale verkeersmanagementinformatie (via TIS) te integreren met systemen van ProRail en eventueel nader overeen te komen derde partijen (zoals Havenbedrijf Rotterdam). De Spoorwegonderneming gaat er mee akkoord dat Beheerder:
  - informatie over geplande aankomsttijd per relevant treinnummer van Spoorwegonderneming op de eindbestemming beschikbaar maakt voor operators, direct aangrenzende railterminals dan wel

<sup>56</sup> Regulation (EU) No 454/2011, OJ 2011, L 123.

<sup>57</sup> As defined in Regulation (EC) No 1371/2007, OJ 2007, L 315.

exploitanten van bedrijfsaansluitingen om emplacements- en railterminal- of bedrijfsaansluitingscapaciteit in samenwerking met Spoorwegonderneming te optimaliseren;

- bij afwijkingen van het oorspronkelijk plan informatie over geschatte aankomsttijd per relevant treinnummer van Spoorwegonderneming op de eindbestemming beschikbaar maakt voor direct aangrenzende railterminals dan wel exploitanten van bedrijfsaansluitingen om emplacements- en railterminal- of bedrijfsaansluitingscapaciteit in samenwerking met Spoorwegonderneming te optimaliseren.

b. Om de onder a. genoemde informatie te kunnen leveren aan de onder a. genoemde operators, direct aangrenzende railterminals dan wel exploitanten van bedrijfsaansluitingen en eventueel nader overeen te komen derde partijen (zoals Havenbedrijf Rotterdam), mag Beheerder de volgende gegevens ter beschikking stellen:

- gerealiseerde aankomst en geplande aankomst op door ProRail beheerd gebied op basis van oorspronkelijk en actueel plan;
- gerealiseerd vertrek en gepland vertrek op door ProRail beheerd gebied op basis van oorspronkelijk en actueel plan;
- gerealiseerde grens-in tijd en geplande grens-in tijd op basis van oorspronkelijk en actueel plan;
- gepland en gerealiseerd aankomstspoor op door ProRail beheerd gebied;
- gepland en gerealiseerd vertrekspoor op door ProRail beheerd gebied;
- Beheerder en Spoorwegonderneming kunnen nadere afspraken maken over het delen van (inter)nationale treininformatie zoals is vastgelegd in de TSI TAF.

c. Beheerder waarborgt bij de onder a. genoemde aangrenzende railterminals dan wel exploitanten van bedrijfsaansluitingen en eventueel nader overeen te komen derde partijen (zoals Havenbedrijf Rotterdam) aan wie bovenstaande gegevens ter beschikking wordt gesteld strikte geheimhouding van deze informatie in de zin van artikel 6 Algemene Voorwaarden.

#### **14. Italy (RFI – source n.a.)**

Each party shall consider all the documents, plans and other commercial or technical data received from the other, or which has come to their knowledge in connection with the performance of the agreement, as strictly confidential, and undertakes to utilise them solely for the purposes agreed to. The information related to each agreement shall be divulged solely to the contracting RU; the RUs shall then take on the responsibility of making any disclosures to third parties.

#### **15. France (SNCF Réseau – CUI)**

Each party undertakes not to disclose the special conditions of the contract or any of the contract's confidential commercial information to a third party without the prior consent of the other party, unless it is obliged to do so by the laws and regulations in force or by a public administration, in particular the Railway Safety Authority or any other authority or jurisdiction entitled to force disclosure, or in conjunction with a conciliation or arbitration procedure.

More particularly, SNCF Réseau shall respect the confidentiality of commercial information which has been communicated by the railway undertaking/authorised candidate in the context of the management of train paths it has been allocated.

#### **16. Slovenia (SZ Infrastructure – GTC)**

### **IX. CONFIDENTIALITY OF DATA, INFORMATION AND DOCUMENTS**

#### **Article 25**

(Confidentiality of Data, Information and Documents)

(1) The IM and the RU shall protect confidential information, data and documents acquired together and shall use them exclusively for the purposes of implementing the traffic operations.

- (2) The IM and the RU shall protect confidential information, data and documents even after termination of the Contract.
- (3) If any of the contracting parties violates the confidentiality of data, documents and information, it shall fully compensate the caused damage to the other contracting party.
- (4) The IM and the RU are required to provide each other with any information, data and documents needed for the traffic operation in regular or emergency situations.

#### **17. Czech Republic (Správa železnic, státní organizace)**

Užívání vyměňovaných informací musí být definováno ve smluvním vztahu nebo Souhlasu s datovou výměnou. Pokud toto definováno není, mohou SŽ i dopravce vyměňované informace využívat k následujícím účelům:

- a) pro interní potřebu dopravce nebo pro informování jeho obchodních partnerů – spolupracujících dopravců, cestujících nebo přepravníků,
- b) pro interní potřebu IM, nebo ke sdílení informací IM se spolupracujícími provozovateli drah nebo přidělci kapacity,
- c) zveřejnění informací cestujícím.

English machine translation

The use of the information exchanged (between IM and RU) must be defined in the contract of use of infrastructure or the Data Exchange Consent. If this is not defined, SŽ and the RU may use the information exchanged among them for the following purposes:

- a) for the internal needs of the RU or for the information of its business partners - cooperating RU, passengers or carriers,
- b) for the internal needs of the IM, or for the sharing of information with cooperating IM or AB,
- c) publication of information to passengers

#### **18. Sweden (Trafikverket - GTC)**

According to the general terms and conditions and national legislation documents are generally public but can be subject to secrecy and the information reported to the Swedish Transport Administration by a railway undertaking or traffic organiser prior to train departure via a web application "is only available to the Administration and contracting parties, with the exception of traffic information that benefits passengers and the public. The information is also available to market actors who are developing traffic information services for passengers and the public".

#### **19. Slovakia (ZSR)**

Agreement on electronic data interchange

The Contracting Parties undertake to treat the information obtained in strict confidence and to use it only for their own purposes under the conditions agreed in this Agreement, not to provide it to third parties and to protect it from any misuse. Their provision to third parties is possible only with the express written consent of the contracting party to this Agreement. Operators and suppliers of information systems of the Contracting Parties, authorized state administration bodies and operators of international information systems are not considered third parties.

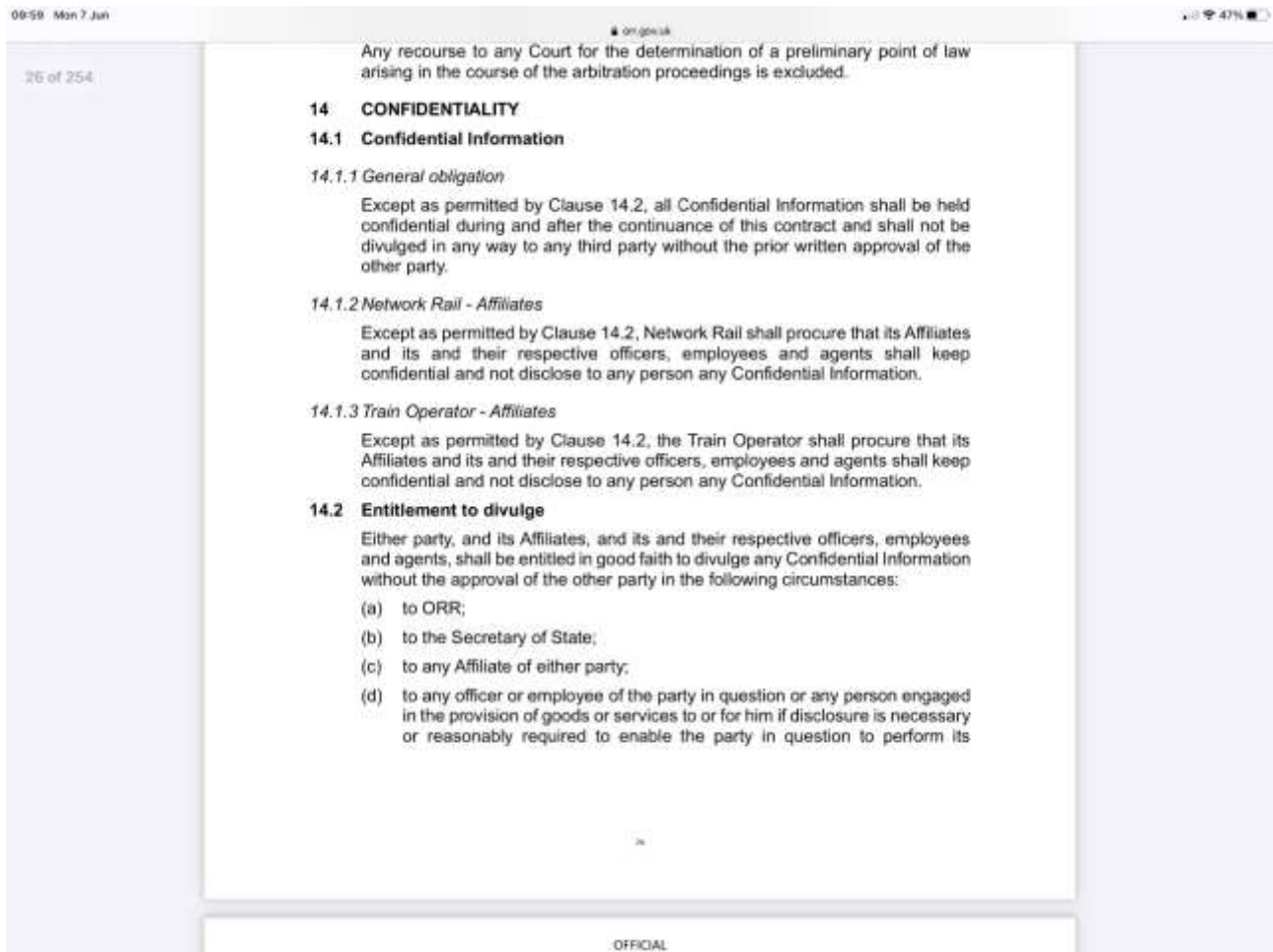
The Contracting Parties undertake to keep the confidentiality of all facts concerning the other Contracting Party as well as other facts forming the subject of a business secret. They will not misuse the information obtained and will not allow access to third parties. They will not allow third parties access to this information even after the termination of this Agreement.

The provisions of this Article are without prejudice to any obligation of the Contracting Parties to publish or make available information in accordance with special legal regulations.

## 20. UK (Network Rail)

09:59 Mon 7 Jun 27 of 254	<p>obligations under this contract, upon obtaining an undertaking of strict confidentiality from such officer, employee or person;</p> <ul style="list-style-type: none"><li>(e) to any professional advisers or consultants of such party engaged by or on behalf of such party and acting in that capacity, upon obtaining an undertaking of strict confidentiality from such advisers or consultants;</li><li>(f) to any insurer or insurance broker from whom such party is seeking insurance or in connection with the making of any claim under any policy of insurance upon obtaining an undertaking of strict confidentiality from the insurer or insurance broker;</li><li>(g) to any lender, security trustee, bank or other institution from whom such party is seeking or obtaining finance or credit support for such finance, or any advisers to any such entity, or any rating agency from whom such party is seeking a rating in connection with such finance or credit support, upon obtaining an undertaking of strict confidentiality from the entity, advisers or rating agency in question;</li><li>(h) to the extent required by the Act, the Railways (Licensing of Railway Undertakings) Regulations 2005, any other applicable law, the rules of any recognised stock exchange or regulatory body or any written request of any taxation authority;</li><li>(i) to the extent that it has become available to the public other than as a result of a breach of confidence; and</li><li>(j) under the order of any court or tribunal of competent jurisdiction (including the Allocation Chair or any relevant ADR Forum, each as defined in the ADR).</li></ul> <p><b>14.3 Return of Confidential Information</b></p> <p>Each of Network Rail and the Train Operator shall promptly return to the other party any Confidential Information requested by the other party if such request:</p> <ul style="list-style-type: none"><li>(a) is made on or within two months after the Expiry Date or, if this contract lapses or is terminated earlier, is made within two months after the date on which this contract lapses or is terminated;</li><li>(b) is reasonable; and</li><li>(c) contains a sufficient description of the relevant Confidential Information to enable such information to be readily identified and located.</li></ul> <p><b>14.4 Retention or destruction of Confidential Information</b></p> <p>If Network Rail or the Train Operator, as the case may be, has not received a request to return any Confidential Information to the other party under and within the time limits specified in Clause 14.3, it may destroy or retain such Confidential Information.</p>	47%
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## Annex 3.1

### Printout of the 2023 timetable at the railway station in Pleven, Bulgaria

Разписание на влаковете на гара Плевен в сила от 11.12.2022г.								
Влак№	Категория	Начална гара	Заминана от начална гара	Пристига в Плевен	Престой	Заминана от Плевен	Крайна гара	Пристига в крайна гара
2627 БВ		София	22:45	01:41	2	01:43	Варна	06:40
2626 БВ		Варна	21:55	03:02	1	03:03	София	05:55
20102 ПВ						04:00	София	07:37
23200 КПВ						04:15	Черквица	05:25
20241 КПВ						05:00	Г.Оряховица	06:44
2640 БВ		Г.Оряховица	05:15	06:25	2	06:27	Пловдив	12:15
23201 КПВ		Черквица	05:34	06:45				
2655 БВ		Враца	05:00	06:51	10	07:01	Варна	11:59
23202 КПВ						06:55	Черквица	08:05
20170* ПВ		Г.Оряховица	06:00	07:36	2	07:38	София	12:02
20142 ПВ		Г.Оряховица	07:05	08:45	1	08:46	Червен Бряг	09:42
20133** ПВ		Мездра	07:00	08:52	2	08:54	Г.Оряховица	10:38
23203 КПВ		Черквица	08:15	09:24				
2610 БВ		Варна	04:55	09:31	2	09:33	София	12:20
23204 КПВ						09:40	Черквица	10:50
2601 БВ		София	07:10	09:53	2	09:55	Варна	14:24
20135 ПВ		Враца	08:15	10:38				
20130 ПВ						11:10	Враца	13:35
2602 БВ		Варна	07:30	12:01	2	12:03	София	14:43
23205 КПВ		Черквица	10:55	12:04	4	12:08	Левски	12:45
2611 БВ		София	10:10	12:55	2	12:57	Варна	17:35
20132** ПВ		Г.Оряховица	12:00	13:42	1	13:43	Мездра	15:34
20143 ПВ		Червен Бряг	13:05	14:00	1	14:01	Г.Оряховица	15:45
23206 КПВ		Левски	14:00	14:34	2	14:36	Черквица	15:46
2612 БВ		Варна	10:45	15:26	3	15:29	София	18:27
2613 БВ		София	13:10	15:57	3	16:00	Варна	21:03
23207 КПВ		Черквица	15:50	16:59				
20242 КПВ		Левски	16:25	17:10				
463 МБВ		Русе	14:20	17:32	2	17:34	София	20:20
20137 ПВ		Враца	15:40	17:37				
20243 КПВ						17:45	Левски	18:28
20134 ПВ					1	17:52	Мездра	19:33
2615 БВ		София	15:30	18:16	2	18:18	Варна	22:57
2614 БВ		Варна	13:45	18:19	2	18:21	София	21:08
23208 КПВ						18:55	Черквица	20:05
2641 БВ		Пловдив	13:25	19:06	2	19:08	Г.Оряховица	20:14
20171* ПВ		София	14:45	19:36	2	19:38	Г.Оряховица	21:15
20244 КПВ		Г.Оряховица	18:30	20:21				
2663 БВ		София	18:15	21:10				
2654 БВ		Варна	16:20	21:20	2	21:22	Враца	22:58
23209 КПВ		Черквица	20:20	21:30				
9647 БВ		София	20:10	23:14	1	23:15	Силистра	07:27
МБВ	международен бърз влак					* движи се в работни дни		
БВ	бърз влак					** не се движи в недела		
ПВ	пътнически влак							
КПВ	крайградски пътнически влак							

## ОБЯВА

### Уважаеми пътници,

Уведомяваме Ви, че от 11.12.2022 год. има промяна в графика за движение на влаковете.

Пълна информация за промените може да получите на денонощната информационна линия

## ЖП ТРАНСПОРТЪТ: ВАШИЯТ БИЛЕТ ЗА УСТОЙЧИВО БЪДЕЩЕ

Добре угодните железници, които предоставят качествен услуги на обществото и екологично решение на своите проблеми, са ключът към устойчиво бъдеще без въглеродни емисии за всички.

[illegible]



Annex 3.3

Monitors on the platform at the Wien Praterstern railway station in Vienna, Austria



#### Annex 4

##### Monitors in the train of ÖBB-Personenverkehr AG S-Bahn train in Vienna, Austria



## Annex 5

### Live maps in Central Europe

Country	Map provider	Map provider type	Web address	Info on the map	Disclaimer on the map	RUs on the map
Slovakia	ŽSR	IM	<a href="https://mapa.zsr.sk/index.aspx">https://mapa.zsr.sk/index.aspx</a>	<ul style="list-style-type: none"> <li>- Number of train</li> <li>- Timetable</li> <li>- Delay</li> </ul>	<p>Informácie o aktuálnych polohách a meškanií vlakov osobnej dopravy sú určené výhradne pre vlastné účely. Akékoľvek automatické sťahovanie, prípadne ďalšie spracovanie dát, so zámerom ich poskytovania tretím osobám je možné len po výslovnom písomnom súhlase Železníc Slovenskej republiky, Bratislava.</p>	<p>3:</p> <ul style="list-style-type: none"> <li>- ZSSK</li> <li>- RegioJet</li> <li>- LEO Express Slovensko</li> </ul>
					<p><b>English machine translation:</b> Information about current positions and delays of passenger trains is intended exclusively for personal purposes. Any automatic downloading or further processing of data with the intention of providing them to third parties is possible only with the express written consent of Railways of the Slovak Republic, Bratislava.</p>	
Austria	ÖBB-Personenverkehr AG/ HaCon Ingenieurgesellschaft mbH	RU	<a href="http://zugradar.oebb.at/bin/helpp.exe/dn?tpl=livefahrplan">http://zugradar.oebb.at/bin/helpp.exe/dn?tpl=livefahrplan</a>		<p>Keine Gewähr für die Richtigkeit und Vollständigkeit der Information. Änderungen vorbehalten. Kartengrundlagen und Fußwege werden aus Routenplanungssystemen übernommen. Bahnsteig-, Gleis- und Bussteigangaben können aufgrund betrieblicher Erfordernisse abweichen. Bitte achten</p>	<p>2</p> <ul style="list-style-type: none"> <li>-</li> </ul>

					Sie auf die örtlichen Informationen. Im Übrigen gelten unsere Nutzungsbedingungen und unsere Datenschutzerklärung.	
					<b>English machine translation:</b> No guarantee for the correctness and completeness of the information. Subject to change without notice. Map bases and footpaths are taken from route planning systems. Platform, track and bus platform information may differ due to operational requirements. Please pay attention to local information. In all other respects, our Terms of Use and our Privacy Policy apply.	
Hungary	MAV Start and GYSEV	RU	<a href="http://vonatinfo.mav-start.hu">http://vonatinfo.mav-start.hu</a>	Train number, Origin/destination, Delay		2: <ul style="list-style-type: none"><li>- MAV Start</li><li>- GYSEV</li></ul>
Czech Republic	CD	RU	<a href="https://grapp.spravazeleznic.cz">https://grapp.spravazeleznic.cz</a>  <a href="https://kam.mff.cuni.cz/~babilon/zpmapa2#mapa">https://kam.mff.cuni.cz/~babilon/zpmapa2#mapa</a>	Train number, Origin/destination, Delay	<p>Upozornění: Jakékoliv automatické stahování dat (a to i prostřednictvím prohlížeče!) je zakázáno a povede k zablokování přístupu.</p> <p>Upozornění: Informace o zpoždění jsou určeny výhradně pro osobní potřebu. Jakékoliv automatické stahování dat a jejich případné další zpracování (a to i pro studijní účely) je dovoleno jen se souhlasem ČD a.s. Provozovatel Babitronu nemá oprávnění poskytovat data dalším osobám bez souhlasu ČD a.s.</p>	

					<b>English machine translation:</b> Warning: Any automatic downloading of data (even through the browser!) is prohibited and will lead to the blocking of access. Please note: Delay information is for personal use only. Any automatic downloading of data and their possible further processing (including for study purposes) is permitted only with the consent of ČD a.s. The operator of Babitron is not authorized to provide data to other persons without the consent of ČD a.s.	
Germany	DB Netz	IM	The live map is with login and chargeable service (?). The TCRs map is without login: <a href="https://db-livemaps.hafas.de/bin/query.exe/dn?L=vs_baustelle_n&amp;">https://db-livemaps.hafas.de/bin/query.exe/dn?L=vs_baustelle_n&amp;</a>			-