

***Train Information System
(TIS)***

**TIS INTERFACE AGREEMENT FOR USERS**

 **(version June 2023)**

**RailNetEurope**

and

…………………………….

(**‘TIS‑User’**)

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This TIS Interface Agreement for Users (the "**Agreement**") is entered into between:

1. **RailNetEurope**

Jakov-Lind-Straße 5, Austria Campus 3

1020 Vienna

Austria

(hereinafter "**RNE**")

and

2. **[NAME]**

[address]

[country]

[company code[[1]](#footnote-2)]

(hereinafter "**TIS‑User**")

(RNE and the TIS‑User hereinafter each referred to as a "**Party**" and collectively the "**Parties**").

**Recitals**

1. RNE has designed and developed the Train Information System ("**TIS**"). TIS supports international train management by delivering real-time train data concerning domestic and international passenger and freight trains. Thus it is possible to follow the complete run of international trains via TIS across European borders. TIS consists of hardware and software components (the central system).
2. Each TIS ‑Member transfers the IMDS Data containing the relevant train information from its domestic system to TIS.
3. RNE has the exclusive right to operate TIS and to grant licenses to others to access the Data contained in the database of TIS (with read‑only or read/write permission).
4. RNE intends to grant a license to the TIS‑User with the right to use and access TIS.

# Definitions

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

|  |  |
| --- | --- |
| **Agreement** | means this agreement between RNE and the TIS‑User. |
| **TIS Data** | means the collection of train information provided by TIS-Members, Service Facilities Operators and Applicants. TIS Data are non-personal data brought into being by IM’s command and signalling systems, processed in the IMDS and transmitted to TIS in mainly TAF and TAP TSI messages format.[[2]](#footnote-3) Other formats of messages are acceptable for TIS as long as they are convertible into and compliant with the TAF/TAP TSI standard. TIS Data also contain data derived from the TAF and TAP TSI messages such as linked trains, statistics, reports, etc. In principle, TIS Data are confidential information. |
| **TIS Data Exchange** | means any data transfer to or from the TIS among the stakeholders as defined in Annex II to the TAF TSI Regulation and the actors as defined in the TAP TSI Regulation. |
| **TIS Data Sharing**  | means licensing of particular data sets of TIS Data to EU Bodies and entities mandated by EU Bodies the TIS Data in anonymised form (i.e. without the Applicant identification) free of charge or against remuneration in any form. In case of possible charging, until a charging system is approved by the RNE GA, the IM/IMs concerned with the data request shall be asked for approval. |
| **EU Bodies**  | means only European Commission, European Union Agency for Railways, other European Union bodies, and entities mandated by EU bodies.  |
| **Downtime** | means the time period in which any Data Exchange with TIS is not possible due to a central systems regular maintenance (planned downtime) or malfunction and which could result in loss of Data packets or Data integrity of not completed or interrupted transfers (unplanned downtime). |
| **IM** | means an Infrastructure Manager. Allocation bodies (AB) are also considered IMs in this Agreement.  |
| **IMDS** | means the Infrastructure Manager's domestic system which is the national traffic control and/or information system of a TIS Member producing or feeding the IMDS Data for TIS. |
| **IMDS Data** | means the TAF and TAP TSI messages for Domestic and International Trains provided by the TIS-Member into TIS. |
| **Maximum Downtime** | means the total time period of Downtime allowed. |
| **Domestic Train** | means freight or passenger train running in Europe where the train crosses no state border.  |
| **International Train** | means freight or passenger train running in Europe where the train crosses at least one state border.  |
| **Maximum Unplanned Downtime** | means the total time period of unplanned Downtime allowed. The Maximum Downtime does not include Regular maintenance time needed to secure or improve normal system operation and availability. |
| **Parties** | means RNE and the TIS‑User. |
| **RU** | means a Railway Undertaking. |
| **Reaction Time** | means the maximum time allowed for a Party to initiate remedial actions following a certain event. |
| **Service Facility (SF)**  | means the installation, including ground area, building and equipment, which has been specially arranged, as a whole or in part, to allow the supply of one or more services referred to in points 2 to 4 of Annex II to Directive 2012/34.[[3]](#footnote-4)  |
| **Service Facility Operator (SFO)** | means any public or private entity responsible for managing one or more service facilities or supplying one or more services to railway undertakings referred to in points 2 to 4 of Annex II to Directive 2012/34. .  |
| **TIS** | means RNE's Train Information System, a TAF/TAP TSI compliant real‑time traffic information system for domestic and international passenger and freight trains in Europe.  |
| **TIS‑Member** | means any Infrastructure Manager being a Full Member of RNE or any Infrastructure Manager being a Party to a valid TIS Membership Agreement for IMs non RNE members having an access and using the system with read-only or read/write permission following the stipulations of the RNE IROGs or the TIS Membership Agreement for IMs non RNE members. |
| **TIS Reporting Points** | means primary location codes and secondary location codes on the IM's domestic network as defined by the IM for the IMDS Data transfer. |
| **TIS‑User** | means any legal entity, including its subsidiaries in case of Holding Company, which is not a TIS‑Member with a right to use TIS and to access its Data, pursuant to this Agreement such as:* any Applicant (e.g., Railway Undertaking, Wagon Keeper, shipper/consignor, freight forwarder, combined transport operator, etc.).
* any Service Facility Operator (e.g., freight terminals, maritime and inland ports, etc.).

Both categories above fall under the definition of Stakeholders according to the TAF TSI Regulation (see Annex II Glossary). The TIS-User can also contribute to the TIS Data with the messages where he is considered a sender under the TAF and TAP Regulations and ERA technical documents (e.g., Train Composition Message) or using other data formats (e.g., GPS messages).IT suppliers, even in possession of organisation code (formerly known as a RICS code issued by UIC), are not considered TIS-Users and are not entitled to Data Exchange with TIS. They can only facilitate the Data Exchange of TIS-Members and TIS-Users.  |
| **Holding Company**  | means TIS User company that (a) holds more than half of the subsidiary’s subscribed capital, or (b) controls more than half of the votes attaching to shares issued by the subsidiary, or (c) can appoint more than half of the subsidiary’s management or supervisory body members. |
| **RNE Full Member**  | means an IM or AB subject to full membership in RNE in accordance with the RNE Statutes.  |
| **Wagon Keeper** | means the person or entity, who being the owner or having the right to dispose of it, exploits a wagon economically in a permanent manner as a means of transport and is registered as such in the European Centralised Virtual Vehicle Register (ECVVR) maintained by the European Union Agency for Railways. |

# Objectives of this Agreement

## TIS is a real‑time traffic information system for international and domestic passenger and freight trains designed, developed and operated by RNE. TIS consists of hardware and software components which form the central system. Front-end applications are distributed to, and executed by, the TIS‑Users. RNE is responsible for the operation of TIS subject to the terms of this Agreement, but cannot verify in each case the quality, correctness, completeness or timing of the Data stored in the TIS.

## The TIS‑Members transfer the IMDS Data containing the relevant train information from its IMDS to TIS and secure the Data Exchange process and the accuracy, quality and updating of the Data according to its IMDS.

## RNE intends to enter into user agreements with other TIS‑Users and to set-up a Data gateway in TIS for real-time Data Exchange.

## TIS is merely an additional source of information on international rail traffic. However, by providing TIS RNE does not in any way assume the responsibility of national rail traffic control or management authorities, rail operators or infrastructure managers, whose operations and liability will continue to be determined by applicable law governing safety.

# Duration

This Agreement shall enter into force upon its signature by both Parties or in case it is not signed on the same day, when the last signee has signed it. This Agreement shall be in force for an indefinite period of time until terminated pursuant to clause 12 of this Agreement.

# Services of RNE and Operation of TIS

## Operation of TIS

### RNE shall provide the TIS‑User with access to TIS for Data Exchange on predefined TIS Reporting Points.

### By signing this Agreement and in line with Chapter 4.2 of the TAF TSI Regulation, the TIS User agrees that RNE shall exchange train information with cooperating TIS Users. The TIS User shall have access to TIS Data relating to its own trains, or in case the TIS User is a SFO to trains which start or end in his SF, and to the trains of other TIS-Users if they cooperate in the same train run, under the condition that the TIS Users are identifiable in TIS (i.e., data exchange by default). The TIS Data exchanged by default includes all messages as defined in Annex A.1 The data exchange of messages defined in Annex A.2 can be managed by the TIS User via the dashboard of TIS.

### TIS-User shall be able to exclude company information in messages of cooperating TIS User/s from the data exchange of all messages defined in Annex A.1 and Annex A.2 via the dashboard of TIS. The exclusion is set in both directions (i.e., the TIS User who is excluding cooperating TIS User will as well not see the trains of the excluded TIS User).

### The TIS User hereby agrees to the use and sharing of TIS Data pertaining to it or its trains and authorizes RNE to make available the Data to all TIS Members and share the TIS Data pertaining to it or its train with EU Bodies in anonymised form.

### The rights under this Agreement granted to a TIS User to access Data in TIS are nonexclusive and expire upon termination of this Agreement. The TIS User understands and agrees that RNE has at any time the right to share TIS Data and to allow Data Exchange with other TIS Members and to use and share all Data in this manner also after the termination of this Agreement.

### RNE has the right to update and/or modify TIS to meet legal, commercial, administrative and/or technical requirements and future developments. RNE will inform the TIS User about any updates and changes to TIS and/or any new or discontinued features.

### RNE will offer TIS training sessions if there is a demand by a sufficient number of TIS Users. The costs of training sessions are borne by the participating TIS Users.

## Transfer of Data

### The data interface which is based on TIS shall send raw data to the TIS‑Member or to the TIS‑User.

### RNE shall transfer the Data as specified in Annex A.1 to the TIS‑User and set up an automated process for Data Exchange so that the TIS Data is transferred to the domestic system of the TIS‑User.

### For the Data Exchange from RNE's TIS to the TIS‑User's domestic system, RNE will use the TAF TSI Common Interface.

### The details regarding the transfer, the quality, the format and the time of the delivery of the TIS Data are specified in Annex A.1 All coding from and to TIS should be made using the international coding standard based on the TAP/TAF TSI Regulations and ERA technical documents in their latest version.

### The TIS-Member has currently the option as to the method for TIS Data Exchange with the TIS: over the internet using the gateway of the TIS‑Member's local internet service provider.

### During the term of this Agreement, the TIS‑Member shall maintain an operational internet.

## System Availability

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

|  |  |
| --- | --- |
| Regular time of operation: | Monday to Sunday 24 hours per day except the Downtime needed to assure the system availability. |
| Service Level: | The general service level for TIS is 98.5% per quarter (the "**Service Level**"). |
| Regular maintenance: | Monday morning between 10:00 a.m. and 12:00 a.m. (Vienna time), for a maximum of 60 minutes.  |
| Maximum Downtime: | The Maximum Downtime is 1.5% and will be measured per quarter. The Maximum Downtime does not include regular maintenance time needed to secure or improve normal system operation and availability. The latter is part of the general Service Level. |
| User-Helpdesk: | Every day between 9:00 a.m. and 4:00 p.m. (CET) except on Saturdays, Sundays and on statutory holidays in Austria. |
| 2nd Level Service Desk  | Monday to Sunday 24 hours per day. |
| Reaction Time: | 4 hours after the report of an incident within the regular time of operation of TIS. |

## Maintenance Service

### RNE reserves the right to make TIS unavailable for maintenance and shall notify the TIS‑User at least one calendar week in advance of any planned maintenance works outside of the regular maintenance schedule. Timely notified Downtimes are subject to the general Services Level and not to the Maximum Downtime threshold pursuant to clause 4.3.

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

# Fees and Charges

## Fees for TIS interface maintenance

### The TIS‑User shall pay a one-time initial set up fee and maintenance fees for TIS interface(s) according to Annex C.

### The invoice for the set-up fee will be sent from RNE to the TIS User after the connection between the TIS-User and TIS is established. The TIS-User shall pay the set-up fee within 30 days from the day of the invoice.

### The invoices for the fees of maintenance of the TIS interface/s will be sent from RNE to the TIS-User to the beginning of every half of year. The TIS-User shall pay the maintenance fee within 30 days from the first day of that six-month period.

## Charges for TAF TSI messages

5.2.1 The TIS-User shall pay charges for the TAF TSI messages according to Annex C.

## 5.2.2 The invoicing of the charges will commence for the first time after expiry of the three calendar months' test period. The charges will be invoiced per half of year. The invoice for charges will be sent from RNE to the TIS-User to the beginning of every half of year. The TIS-User shall pay the charges within 30 days from the first day of that six-month period.

## RNE is entitled to adjust the fees and charges listed above and included in Annex C according to the Austrian Consumer Price Index 2010 ("**CPI**" - Verbraucherpreisindex) by the end of every second calendar year.

### New price = (Last agreed price x Latest index/ (Last agreed index), where the “Last index” correspond to the index at the date of 1st day of the month the agreement was signed.

## All payments to RNE shall be made to the following bank account:

|  |  |
| --- | --- |
| Account holder: | RailNetEurope |
| Name of bank: | Erste Bank |
| SWIFT code: | GIBAATWWXXX |
| IBAN code: | AT14 2011 1282 3521 6200 |

* 1. TIS-User`s details for invoices:

|  |  |
| --- | --- |
| Invoicing address |   |
| Contact person, including E-mail address and phone number |   |
| VAT Identification number of the company |   |

# Notices

## Notice details of the Parties are specified in Annex B.

## Any information, other than transfer of Data, exchanged between the Parties shall take place through the contact points mentioned in Annex B.

## The Parties will inform each other in writing about any changes in their contact data, in particular with regard to their e‑mail and postal addresses. Until a Party has validly received the new contact details of the other Party, any communication served on the last notified contact information will be considered to have been validly received.

## RNE shall send information relating to TIS functionality by an e-mail newsletter to the TIS‑Member and publish the same on the TIS website.

## Any other communications or notices, in particular those relating to the validity or terms of this Agreement or the mutual rights and responsibilities of the Parties, required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) mailed by registered or certified mail (return receipt requested), (c) sent by overnight courier, or (d) by e‑mail.

## Any such other notices and communications shall be deemed to have been received, (a) if by personal delivery at the time of actual delivery; (b) if by certified or registered mail, on the third business day after the mailing thereof; (c) if sent by overnight courier on the day of actual delivery; and (d) if by email, as soon the receipt of such e-mail has been acknowledged by the recipient by return e‑mail (automatically generated notices or communications shall be disregarded for the purposes of what constitutes a return e‑mail; if a Party has requested a confirmatory reply e‑mail, the recipient Party shall promptly honour this request upon the e‑mail's receipt and sent an acknowledgement).

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

## RNE shall ensure that access to TIS is secured by login name and password and configured that the system is only accessible to authorised TIS Members, TIS Users and RNE JO personnel in charge of TIS. For each employee to be authorized to access TIS on behalf of the TIS-User, the person her/himself shall fill in the contact data (first and last name, and email address) and give the consent for data processing in the TIS login page. The TIS-User’s employees are not allowed to share their TIS account’s credentials with any other individual within or outside the TIS-User’s company. In case of a misuse of TIS account (e.g. sharing of credentials), RNE reserves the right to immediately deactivate and delete the account without further notice. The TIS-User shall keep RNE updated about any changes regarding any authorized persons, in particular persons whose access is not required any further or shall be deactivated. RNE has the right to disable any account which has not been used for more than 6 (six) calendar months. On the 5th month of non-usage of an account RNE will send an alert notice by email to TIS-User.

## TIS‑Members shall have access to all Data stored in TIS, whereas TIS Users may have access to the messages according to Annex A.1 of other TIS Users involved in the same (freight) train service, under the condition that the TIS Users are identifiable in TIS. In some countries for accessing the domestic trains by TIS User specific rules may apply.

## Upon an official request from customs authorities of a country of some of the TIS Members, RNE shall give an access to TIS for trains departing from or arriving to particular TIS Reporting Point (e.g. station, terminal, etc.) determined by the customs officials. The access is limited to maximum two accounts per customs and granted in coordination and agreement with the respective TIS Member. RNE may charge customs authorities for the granted access to TIS (e.g. annual subscription).

## In this Agreement, "**Confidential Information**" means any and all Data contained in the TIS or any other information and documents marked by one Party as confidential or which is, based on its contents or appearance, of confidential nature, regardless of the form in which such information is communicated or maintained (binary data, excel files, diagrams, tables, slides, printouts, etc), including, without being limited to, information relating to services, customers, fees, suppliers, financial information or internal structure and management, with the exception of information generally available to the public.

## The Parties undertake to hold all Confidential Information as entirely secret and confidential and to use Confidential Information only for the purpose for which the TIS has been created and limited to their own business operations and when providing services to their customers. The Parties undertake to ensure that their respective directors, officers, employees, advisers and agents will keep entirely secret and confidential all Confidential Information.

## The Parties shall implement and maintain security procedures and measures, in order to ensure the protection, integrity and authenticity of exchanged TIS Data against the risks of unauthorized access, alteration, delay, destruction or loss.

## Any authorized transmission of Confidential Information shall be subject to the same degree of confidentiality as provided for by this clause 7 unless agreed otherwise.

## Each Party may disclose Confidential Information to the extent it is requested by judicial authorities, regulatory bodies or any requirement of mandatory law. In case of regulatory or court case, the data in the IMDS is considered authentic and RNE is not allowed to provide the same TIS Data without prior explicitly given approval by the TIS Member.

# Limitation of Liability

## The Parties disclaim to the fullest extent permitted by law any warranty (express or implied) with respect to the obligations assumed by them under this Agreement or which might otherwise be implied by or incorporated into this Agreement by reference, in particular relating to the operation of the TIS, the Data (quality, accurateness or completeness), Service Level, Downtime, Helpdesk, the supply and operation of software or any related documentation.

## Any liability of RNE and the TIS‑User under this Agreement and in connection with the operation of TIS, Data Exchange and the Data shall be excluded or limited to the fullest extent permissible under applicable law. This exclusion and limitation of liability is irrespective of the legal grounds and relates in particular to any claims based on rescission, error, non‑occurrence of expectations, reduction of the true value of the consideration received by half, contractual damages, tort, statutory warranty, unjust enrichment law or any other legal theory and shall exclude the recovery of any kind of loss, be it direct damages; loss of expected revenue, income or opportunity; loss of profit; loss of goodwill or reputation or any indirect or consequential damage.

## RNE is not liable for any damages suffered by the TIS‑User due to Downtime, a failure of its access to TIS or a failure of its ability to retrieve Data from it.

## RNE is not liable for any damages or business losses, or any loss or corruption of any data, database or software suffered by the TIS-User due to usage of TIS`s login names and passwords from TIS-User`s unauthorized personnel.

## RNE is not liable for the completeness and/or correctness of the Data provided by TIS‑Members. Likewise the TIS‑Member is not liable towards RNE or any other TIS‑Member, TIS‑Users or third parties for the completeness and/or correctness of the Data stored in TIS. This Agreement shall not constitute a contract for the benefit of and shall not have any protective effect in favour of, other TIS‑Members, TIS‑Users or third parties in general.

## Notwithstanding the previous provisions of this clause 8, RNE's liability for any and all claims shall be in any case limited in amount to a the fees of one year paid by the TIS‑User pursuant to clause 5, if any.

## The Parties sole remedy in case of a conduct by the other Party that would ordinarily give rise to liability under the causes of action or legal theories for which liability is disclaimed and waived pursuant to the provisions of this clause 8, is to terminate this Agreement vis-à-vis the breaching Party pursuant to clause 12.3.

# Intellectual Property Rights

## TIS and its Data are the exclusive intellectual property of RNE.

## The TIS‑User shall, during the term of this Agreement and at all times hereafter, refrain from any action which could enable it or third parties to copy or reproduce TIS as an international system.

## TIS as a database, its form and contents as well as the underlying software, are subject to copyright protection. Use beyond the rights granted in this Agreement is not valid without RNE’s explicit written consent.

# Adjustment of the Agreement

## Any amendments or modification to this Agreement shall be made in writing in order to be effective. Oral promises shall be ineffective until confirmed in writing. If the above formal requirement is amended or changed, such amendment or change shall also be made in writing in order to be effective.

## If a clause in this Agreement becomes invalid, unenforceable and/or found to be incomplete, it shall be deemed automatically replaced by a legally valid and enforceable clause with similar commercial content. The invalidity or incompleteness of a clause does not influence the validity of other clauses or this Agreement.

# Applicable Law and Venue

## This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Austria. Applicability of Austrian law of conflicts/international private law is excluded.

## The court having jurisdiction over commercial matters in the first district of Vienna shall have exclusive jurisdiction over all disputes arising out of or in connection with this Agreement, including those connected with its conclusion, entering into force and termination.

# Termination

## Either Party may terminate this Agreement effective at the end of any given month by giving three months' prior written notice.

## In case RNE determines to introduce a charging system, the three months' notice period shall not apply if the TIS‑User chooses to terminate this Agreement within the time period of three months after receipt of such notification as set forth in clause 5.

## Either Party may immediately terminate this Agreement for good cause if the other Party severely and/or repeatedly breaches a material provision of this Agreement.

# Assignment

## No Party shall assign, transfer (in full or in part), charge or otherwise deal with any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it, without the prior written consent of the other Party or except as otherwise expressly provided in this Agreement or in accordance with this clause 13.

# Miscellaneous

## Nothing in this Agreement shall be deemed to constitute a partnership between the Parties.

## This Agreement, together with its Annexes, contains the whole agreement between the Parties and supersedes all previous agreements, whether oral or in writing, between the Parties relating to its subject matter.

## This Agreement shall be executed in two counterparts in English, one for each Party.

**For RNE: For TIS User:**

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Joachim Kroll**  **………………………**

*Secretary General (Chief Executive Officer/Managing Director)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Harald Reisinger**

*Chief Information Officer*

Annex A.1: TAF TSI messages exchanged by default

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

Annex A.2: TAF TSI messages exchanged via the TIS dashboard

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Type of TAF TSI message  | Mandatory/Optional | Completeness | Target Requirement | Specific case (e.g.) | Data source  |
| Train Composition Message | optional | 90% | - | - | RU/IM[[8]](#footnote-9) as long as it is sent to RNE |

Annex B: Contact details

|  |
| --- |
| RNE Contact Points: |
| Name: **TIS Manager**  |
| Mail: | Jakov-Lind-Straße 5, Austria Campus 31020 ViennaAustria  | Email: | support.tis@rne.eu |
| Phone | +43 1 907 62 72 25  |
|   |   |
|  |
| TIS‑User Contact Points: |
| Name: |
| Mail: |  | Email: |  |
| Phone |  |
| Fax: |  |
| Name: |
| Mail: |  | Email: |  |
| Phone |  |
|  |  | Fax: |  |

Annex C: TIS Fees and Charges (net of VAT)

|  |  |  |
| --- | --- | --- |
| Item Number | Item Name | **Item Price** |
|   |   | **TIS Interface Basic** | **TIS Interface Small** | **TIS Interface Medium** | **TIS Interface Large** | **TIS Interface XLarge** |
| (< 1.000 trains per month[[9]](#footnote-10)) | (< 5.000 trains per month in TIS) | (< 20.000 trains per month in TIS) | (< 100.000 trains per month in TIS) | (> 100.000 trains per month in TIS) |
| One Interface | First interface[[10]](#footnote-11) | Second | First | Second interface | First interface | Second interface | First interface | Second interface |
| Interface | interface2 |
| 1.3.2.1 | One-time initial set up fee | 8.000,00 € | 8.000,00 € | 4.000,00 € | 8.000,00 € | 4.000,00 € | 8.000,00 € | 4.000,00 € | 8.000,00 € | 4.000,00 € |
| 1.3.2.2 | Maintenance fee per month[[11]](#footnote-12) | 300,00 € | 300,00 € | 150,00 € | 500,00 € | 250,00 € | 1.000,00 € | 500,00 € | 1.500,00 € | 750,00 € |
| **Charge per type of TAF TIS messages sent from TIS to the user per month[[12]](#footnote-13)** |
| 1.3.2.3 | Path Details Message | 100,00 € | 200,00 € | 100,00 € | 200,00 € | 100,00 € | 200,00 € | 100,00 € | 200,00 € | 100,00 € |
| 1.3.2.4 | Train Running Information Message | 100,00 € | 500,00 € | 250,00 € | 500,00 € | 250,00 € | 500,00 € | 250,00 € | 500,00 € | 250,00 € |
| 1.3.2.5 | Train Running Forecast Message | 50,00 € | 100,00 € | 50,00 € | 100,00 € | 50,00 € | 100,00 € | 50,00 € | 100,00 € | 50,00 € |
| 1.3.2.6 | Path Section Notification Message | 50,00 € | 100,00 € | 50,00 € | 100,00 € | 50,00 € | 100,00 € | 50,00 € | 100,00 € | 50,00 € |
| 1.3.2.7 | Train Composition Message | 50,00 € | 100,00 € | 50,00 € | 100,00 € | 50,00 € | 100,00 € | 50,00 € | 100,00 € | 50,00 € |
| 1.3.2.8 | Train Delay Cause Message | 50,00 € | 100,00 € | 50,00 € | 100,00 € | 50,00 € | 100,00 € | 50,00 € | 100,00 € | 50,00 € |
| 1.3.2.9 | Train Running Interruption Message | 50,00 € | 100,00 € | 50,00 € | 100,00 € | 50,00 € | 100,00 € | 50,00 € | 100,00 € | 50,00 € |
| 1.3.2.10 | Wagon Performance Message | 50,00 € | 100,00 € | 50,00 € | 100,00 € | 50,00 € | 100,00 € | 50,00 € | 100,00 € | 50,00 € |

1. The company code was obtained from UIC (<https://uic.org/rics>). As of 16 June 2021, the organisation/company codes are allocated by the European Union Agency for Railways (ERA). [↑](#footnote-ref-2)
2. See Commission Regulation (EU) No 1305/2014 of 11 December 2014 on the technical specification for interoperability relating to the telematics applications for freight subsystem of the rail system in the European Union and repealing the Regulation (EC) No 62/2006 (‘TAF TSI’) and Commission Regulation (EU) No 454/2011 on the technical specification for interoperability relating to the subsystem ‘telematics applications for passenger services’ of the trans-European rail system (‘TAP TSI’) and the EUAR complementing technical documents. [↑](#footnote-ref-3)
3. Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area (recast). [↑](#footnote-ref-4)
4. Optional messages are messages not provided by all IMs/RUs. [↑](#footnote-ref-5)
5. Measured time: 1 month. [↑](#footnote-ref-6)
6. Achievement of Target Requirements can be dependent upon other national and international projects. [↑](#footnote-ref-7)
7. This message is not among the messages to be exchanged in the TAF TSI Regulation in its version as of 18 April 2021. However, this message is just a modification of Path Details Message during the operation of the train and contributes to the data quality and reporting. [↑](#footnote-ref-8)
8. *Please note that RUs have the responsibility for the provision and the information contained in this message.* [↑](#footnote-ref-9)
9. The total number of trains per month determines the type of the package. A free 3-month test period applies to all new users to overcome any technical issues and identify the proper number of trains per month based on the 3-month results. [↑](#footnote-ref-10)
10. The 1st interface is considered the one with most volume of trains per month. [↑](#footnote-ref-11)
11. It covers the maintenance, support and resources of RNE to smoothly operate the data exchange. [↑](#footnote-ref-12)
12. In case of messages sent by the user to RNE TIS, a 50% discount applies to the above-mentioned prices per message type. This discount will be applied for data that are not available in TIS or data that contribute to the overall TIS data quality. [↑](#footnote-ref-13)