



DE - CZ - AT - SK - HU - RO - BG - EL

RFC7

Orient/East-Med

Secretariat and Cost Sharing Agreement

between Railway Infrastructure Managers
of the Czech Republic, Slovak Republic, Austria, Hungary, Romania, Bulgaria,
Greece and Germany and Allocation Body of Hungary
as members of the Management Board of Rail Freight Corridor Orient/East-Med
"Bremerhaven / Wilhelmshaven / Rostock / Hamburg –
– Praha – Vienna / Bratislava – Budapest –
/ București – Constanța
/ Vidin – Sofia –
/ Burgas / Svilengrad (Bulgarian-Turkish border) /
/ Promachonas – Thessaloniki – Athína – Patras"

made between

Name of organization: ÖBB-Infrastruktur AG (ÖBB Infra)
Seated at: A-1020 Wien, Praterstern 3, Austria
Court of registration and registration no. of the organization:
FN 71396w HG Wien | DVR 0063533 | UID ATU 16210507
Represented by: Franz Hammerschmid, Head of Business Unit Asset
Management and Strategic Planning
Harald Hotz, Head of European Corridor Management

from Austria

Name of organization: Správa železnic, státní organizace (Správa železnic)
Seated at: Dlážděná 1003/7, Praha 1, 110 00, Czech Republic
Court of registration and registration no. of the organization: IČ 70 99 42 34,
DIČ CZ70994234, Entry in the commercial register
Municipal Court in Prague, section A, enclosure 48384
Represented by: Mr Jiří Svoboda, Director General

from Czech Republic

Name of organization: Železnice Slovenskej Republiky (ŽSR)
Seated at: Klemensova 8, 813 61 Bratislava, Slovakia
Registered in business register:
District Court Bratislava I, Section Po, Insert No 312/B
Legal form: Other legal entity
Registering number of entity (IČO): 31 364 501
Represented by: Mr Miloslav Havrila, Director General

from Slovakia

Name of organization: MÁV Hungarian State Railways Private Company Limited
by Shares (MÁV Zrt.)

Seated at: H-1087 Budapest, Könyves Kálmán krt. 54-60., Hungary

Court of registration and registration no. of the organization: Municipal Court of
Budapest as the Court of Registration Cg.01-10-042272

Represented by: Dr Róbert Homolya, President - Director General

and

Name of organization: Győr-Sopron-Ebenfurti Railways Private Company Limited
by Shares (GYSEV / Raaberbahn)

Seated at: H-9400 Sopron, 19 Mátyás Király St, Hungary

Court of registration and registration no. of the organization:
Court of Győr-Moson-Sopron County as the Court of
Registration Cg.08-10-001787

Represented by: Mr Szilárd István Kövesdi, Chairman CEO and
Mr Csaba Gergely Ungvári, Deputy Chief Executive Officer

and

Name of organization: VPE – Vasúti Pályakapacitás-elosztó Kft.(VPE)

Seated at: Szabadság tér 7., 1054 Budapest, Hungary

Court of registration and registration no. of the organization: Municipal Court of
Budapest as the Court of Registration 01-09-725271

Represented by: Ms Réka Németh, Managing Director

from Hungary

Name of organization: Compania Națională de Căi Ferate "CFR"- SA (CFR)

Seated at: 38, Dinicu Golescu, 010873 Bucharest 1, Romania

Court of registration and registration no. of the organization:
Registrul Comerțului J/40/9774/1998

Represented by: Mr Ion Simu-Alexandru, Director General

from Romania

Name of organization: State Enterprise National Railway Infrastructure Company,
(NRIC)

Seated at: Sofia 1233, 110 Maria Luiza Blvd, Bulgaria

Court of registration and registration no. of the organization: 1300823243

Represented by: Mr Zlatin Krumov, Director General

from Bulgaria

Name of organization: Hellenic Railways (OSE S.A)

Seated at: 10437 GR-ATHENS, Karolou 1-3, Greece

Court of registration and registration no. of the organization:
General Commercial Register/ No: 779701000

Represented by: Mr Spyridon Pateras, President of BoM and CEO

from Greece

Name of organization: DB Netz AG
Seated at: Adam-Riese-Straße 11-13, 60327 Frankfurt am Main
Court of registration and registration no. of the organization:
Amtsgericht Frankfurt am Main, HRB 50879
Represented by: Dr Christian Gruß, Member of the Management Board
Mr Oliver Sellnick, Vice President European Corridors and
Partnerships

from Germany

hereinafter: "the Parties"

Preamble

The railway infrastructure managers (IMs) of the Czech Republic, Slovak Republic, Austria, Hungary, Romania, Bulgaria and Greece and the allocation body (AB) of Hungary established the Management Board (MB) of Rail Freight Corridor 7 on 9 September 2011 by signing a Memorandum of Understanding (hereinafter: MoU) on that matter. The RFC-Regulation has since been amended by Annex II of Regulation (EU) No 1316/2013, which has extended the Principal Route of the former Rail Freight Corridor 7 to Germany (Bremerhaven/Wilhelmshaven/Rostock/Hamburg) and made further extensions in the South Eastern parts of the corridor (Burgas/Svilengrad concerning the Bulgarian and until Patras concerning the Greek part of the RFC), furthermore, and renamed it into Orient / East-Med Rail Freight Corridor (hereinafter: RFC OEM). The extension i.a. results in the involvement of the rail network of DB Netz AG on the territory of the Federal Republic of Germany.

According to the decision of the MB meeting on 15th November 2011, the Parties agreed that MÁV Zrt. shall fulfil the tasks of the Secretariat.

The amendments of the present Agreement resulting from the above described changes are applied in the text in a consolidated structure. Accordingly the present Secretariat and Cost Sharing Agreement becomes valid without interrupting the Secretariat Agreement from 18 February 2013 as a contractual relationship between its Parties, albeit under changed terms.

Taking into account that the RFC OEM Secretariat activity is of common interest of every Party, its cost shall be covered by the Parties. The same cost sharing principle applies also to other activities which are covered by a Party (instead of the Secretariat) in the common interest of every Party (e.g. organization of meetings). The collection of financial contributions from the Parties and the redistribution of these (clearing procedure) shall be done by the Secretariat.

I. Main obligations and tasks of the Secretariat

1. The Secretariat shall provide the appropriate administrative support to enable the MB to carry out its work. It ensures that the tasks of the MB are properly co-ordinated. In addition, it organises all other associated aspects of the work. The Secretariat carries out its activity in accordance with MB decisions and shall take in regard the interests of all Parties equally and behave neutrally in any respect. Accordingly, it shall be entitled to ignore the instructions of single members of the MB.

2. Tasks of the Secretariat:
 - a. Communicates on behalf of the Parties with the European Commission and other stakeholders related to the RFC OEM.
 - b. Coordinates the work of MB in other associations and organisations to represent the interests of the MB and its members.
 - c. Organises the MB and Advisory Groups (AG) meetings.
 - d. Prepares proposals for agendas of MB and AG meetings.
 - e. Coordinates the preparation of the working documents for MB, AG and Executive Board (EB) meetings.
 - f. Reporting to the EB on the main developments of the RFC OEM.
 - g. Draws up the minutes of the MB and the summaries AG meetings.
 - h. Monitors deadlines of corridor activities, and initiates corridor work accordingly.
 - i. Monitors EU legislation related to RFC OEM.
 - j. Archives documents created in the framework of corridor activities.
 - k. Prepares quarterly reports about corridor activities for ordinary MB meetings.
 - l. Prepares reports about corridor activities to the European Commission and other stakeholders related to the RFC OEM.
 - m. Updates the content of the OEM RFC website.
 - n. Coordinates the preparation and updating of the Corridor Information Document.
 - o. Records the costs of corridor activities of the MB.
 - p. Prepares applications for EU funding.
 - q. Prepares proposal for the annual budget of the MB.
 - r. Concludes and manages contracts on behalf the MB (in line with budget plan approved by MB).

II. Organization of the Secretariat

1. The Secretariat's staff consists of the Head of Secretariat and other employees.
2. The Head of Secretariat is responsible for the operation and the activities of the Secretariat.
3. MÁV Zrt. is responsible for carrying out Secretariat tasks on a high professional level.
4. Selecting the staff of the Secretariat belongs to the competence of MÁV Zrt.
5. The selection of the staff of the Secretariat has to be approved by the MB.

The staff shall be employed by MÁV Zrt. and the people employed in the framework of the Secretariat shall remain the employees of MÁV Zrt.. MÁV Zrt. shall be liable to employ the staff in accordance with the respective provisions of the applicable Hungarian labour law.

III. Activity of the Parties

1. Parties are obliged to carry out their tasks in accordance with the Internal Rules of Procedure of the RFC OEM MB, in particular
 - supplying data,
 - preparing and commenting on documents and written materials,
 - taking active part in MB meetings and decision-making,
 - approving the budget plan and the actual budget of the MB

for the sake of operating the RFC OEM.

2. Parties are obliged to maintain effective cooperation with Secretariat during completion of their RFC OEM related activities.
3. Parties are responsible for carrying out their tasks on a high professional level.

IV. Financial rights and obligations of the Parties

1. The annual budget plan of each year is to be approved by the MB at the last ordinary MB meeting of the previous year or in written procedure. The budget plan contains
 - a. the planned common costs including a contingency reserve for unexpected costs up to 15% of the overall planned common costs,
 - b. the planned sources of income, in particular contributions payable by the Parties and external (EU) funding.

Budget plan for year 2022 that was approved on 23 November 2021 by the decision of the MB, is budget plan for year 2022 within the meaning of this of this Agreement.

2. Common costs are those incurred in the interest of the operation of the RFC OEM. There are two types of these:
 - a. Secretariat costs and
 - b. other MB costs.

The budgeting period is from 1 January to 31 December each year.

3. Eligible types of the Secretariat costs are laid down in annex No 1. Eligible types of the other MB costs are laid down in annex No 2.
4. Contributions payable by the Parties are to be shared by countries, which means that Parties from each country pay 1/8 part in total. In case of several Parties in one country they conclude an internal agreement on their individual share.
5. Budget plan is approved by the Management Board in EUR, and the contributions of the Parties are paid in EUR, too. In case of costs arising in a currency other than EUR, the exchange rate applicable for settlement of costs is the exchange rate of the European Central Bank on 31st December of the year when the cost arose.
6. Parties keep records and invoices of common costs according to the approved budget plan of the respective year in order to be able to present them to the Secretariat for the purpose of yearly settlement of common costs.
7. The required means of proving costs are laid down in annex No 3.

The MB may decide to pay any cost type through a flat rate for the concerned Party.

If invoices from third parties are used to declare costs, they have to be issued to the name of a Party as customer in order to make the cost eligible as common cost. The invoice must be paid by the Party and kept in its own company accounting system in accordance with the accounting and taxation laws applicable in its country. Only a copy of the invoice has to be presented to the Secretariat when the yearly settlement of costs is made. If the Party can recover the VAT included in the invoice, only the net value of the invoice is considered

common cost; if the Party cannot recover the VAT included in the invoice, the gross value of the invoice is considered common cost.

8. Payment and settlement of the contributions payable by the Parties, financial procedure

The annual contribution of Parties is paid in yearly two instalments:

- a. Pre-financing: up to 50% of the annual contribution payable by the Party based on the approved budget plan of the year. Payable, if requested by the Secretariat, in the beginning of the year as described in point 8.1.
- b. Balance: the remaining share of contribution payable by the Party based on the settlement of common costs after closing of the year. Payable in the beginning of the following year as described in point 8.2.

8.1. Pre-financing of the contributions payable by the Parties

Based on the budget plan of the year approved by the MB at the end of the previous year, the Secretariat calculates the amount of planned yearly contribution per Party in accordance with points IV.4. of the present agreement. MÁV Zrt. may request pre-financing, which is up to 50% of the planned yearly contribution as described in point 8.a. MÁV Zrt. sends a pro-forma invoice for pre-financing to the Parties (other than MÁV Zrt.). Payment by the Parties shall be made within 30 days after receiving this pro-forma invoice of the pre-financing to the bank account of MÁV Zrt. held for the purpose of the RFC OEM Secretariat and MB.

8.2. Settlement of common costs, payment of yearly balance

- Every Party sends a *statement of costs* to Secretariat, in which it proves the common costs paid by them during the year, supported by a copy of the relevant invoices, not later than 1 February of the following year.
- Secretariat checks if the costs presented in the cost statement are in line with the approved budget plan and the provisions laid down in this point, and asks for clarification by the relevant Party if necessary. If a cost is found to be non-eligible as common cost, the relevant Party has to modify its statement of costs.
- Based on the statement of costs declared by Parties, the Secretariat registers and summarizes the common costs, calculates the *Total of common costs of the year*, and presents it to the MB.
- The MB approves the previous year's *Total of common costs* if possible at the first MB meeting of the following year, but not later than at the end of February.
- *Actual yearly contribution payable by the Party* is calculated by dividing the approved *Total of common costs minus the other sources of income (such as EU-funding)* according to the measures as described in points IV.4. of the present agreement.

- Based on the approved *Total of common costs and with the other sources of income (such as EU-funding) subtracted*, the Secretariat calculates the *Balance of yearly contribution of each Party* in the following method:
 - *Actual yearly contribution payable by the Party*
 - minus the *Amount of the pre-financing paid by the Party* in the beginning of the year,
 - minus the *Amount of the common costs paid by the Party* during the year (costs declared in its statement of costs)

- equals to the *Balance of yearly contribution of the Party*

The Secretariat sends a statement of Balance to every Party.

- MÁV Zrt. shall issue for the Party a final invoice in the amount of the Balance, whose payment deadline is 30 days from the receipt of the invoice, and due to be paid to the bank account indicated in annex No 4.
9. If any Party fails to meet its payment obligation, all members of the MB shall be notified of it, in order to find a solution. If MB members cannot find a solution they may turn to the EB who can even turn to the European Commission for assistance if needed. For the sake of clarity, none of the Parties shall be liable for any breach of this Agreement committed by any other Party.
 10. Parties have the right to check the financial management of the Secretariat through two experts nominated by the MB for this purpose.
 11. In case of notification by the Secretariat that the budget plan is to be exceeded due to unexpected costs (which may require extra contribution of the Parties besides what had been expected based on the budget plan) the MB shall make decision on approving or refusing the revised budget plan and the extra contributions payable by the Parties.
 12. The Head of Secretariat has the right to reallocate cost items between items of the budget plan without MB decision, but only inside the main headings of the budget plan and not between them.

V. Financial rights and obligations of Secretariat operated by MÁV Zrt.

1. The Secretariat handles with utmost care the financial contributions to common costs paid by Parties.
2. MÁV Zrt. holds a separate bank-account belonging to the RFC OEM only.
3. Secretariat is obliged to present at every MB meeting, or upon request of the MB, the facts and figures about Secretariat activity and costs.
4. Secretariat notifies MB members if the budget plan is to be exceeded due to unexpected costs, which may require extra contribution of the Parties besides what had been expected based on the budget plan, and Secretariat asks for MB decision in this matter.
5. According to Article 202 (1) of Act CL of 2017 on Hungarian Taxation the Secretariat keeps records and invoices of every cost that arises during its activity as a Secretariat of the RFC OEM until 5 years.

Secretariat prepares monthly timesheets about the working hours of the Secretariat spent on RFC OEM activity.

6. MÁV Zrt. acknowledges that experts nominated by the MB may check the financial management of the Secretariat.

VI. Handling of debates, validity period, cessation of Agreement

1. Parties are obliged to cooperate with each other, to share information, and to act efficiently for timely operating of the RFC OEM.
2. Parties are obliged to clarify possible misunderstandings as early as possible through conciliation.
3. In case Parties are not satisfied with the performance of the Secretariat, each other's performance, or if they meet obstacles of any kind in completion of their tasks, they start discussions inside the MB, and propose solutions.
4. In case the Parties cannot agree and it concerns the Secretariat, every MB member has to make efforts to establish a new Secretariat, and sign a new Secretariat agreement in that respect.
5. This Agreement is valid on the day, when all Parties have signed it, or – in case it is not signed on the same day – when the last signee has signed it, and enters into force on the day following the day of its publication in the Central Register of Contracts of the Slovak Republic. The provisions of this Agreement are applicable from 2 April 2022 until 2 April 2026, period of time also applicable to the mandate of the MAV by which it fulfills the task of Secretariat. All legal relations arising from this contract, which arose before the entry into force of this contract and are related to the performance of its object, shall be governed by the provisions of this contract.
6. As laid down in paragraph 5, the term of office of MÁV Zrt. fulfilling the task of the Secretariat is 4 years, which is renewable. Parties shall attempt to make a decision about the renewal 6 months before the end of the term.
7. In case MÁV Zrt. ceases to operate the Secretariat, a final settlement of Secretariat costs has to be done under control of MB representatives nominated by the MB for this purpose.
8. Either Party may leave this Agreement upon 2 months' prior written notice to the other parties if one party is in breach of any material obligation contained in this Agreement, which is not remedied within the 2 months of the written notice by the breaching Party so to do.

The Parties may exclude any Party from this Agreement upon 2 months' prior written notice to the party, if this Party is in breach of any material obligation contained in this Agreement, which is not remedied within the 2 months of the written notice by the breaching Party. The written notice shall comprise a detailed description of the breach of obligations.
9. This agreement may only be amended or terminated in written form based on the mutual consent of the Parties.
10. Notwithstanding point VI.9. the list in annex No 1 may be extended, and annexes Nos 2 and 3 may be amended by the decision of the MB.
11. If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion

or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.

To the extent it is not possible to delete or modify the provision, in whole or in part, under paragraph 1 above then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under paragraph 1 above, not be affected.

12. The Secretariat has its seat in Hungary. This Agreement and any contractual or non-contractual rights and obligations arising out of or in connection therewith shall be governed by and construed in accordance with Hungarian law and with Regulation (EU) 913/2010, Directive 2012/34/EU, as well as other normative provisions in European Community applicable in the field excluding conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG).
13. This agreement is based on the mutual consent of the Parties, and is made in 10, i.e. ten exemplars in English language with the same text.

on behalf of ÖBB Infra:

Done at:,

Signature:

Done at:,

Signature:

on behalf of Správa železnic:

Done at:,

Signature:

on behalf ŽSR:

Done at:,

Signature:

on behalf of MÁV Zrt.:

Done at:,

Signature:

on behalf of GYSEV / Raaberbahn:

Done at:,

Signature:

Done at:,

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on behalf of VPE:

Done at:,

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on behalf of CFR:

Done at:,

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on behalf of NRIC:

Done at:,

Signature:

on behalf of OSE:

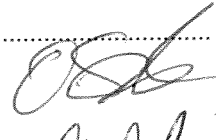
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Signature:

on behalf of DB Netz AG:

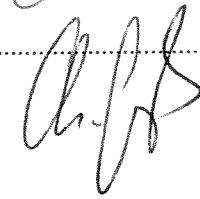
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on behalf of CFR:

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on behalf of NRIC:

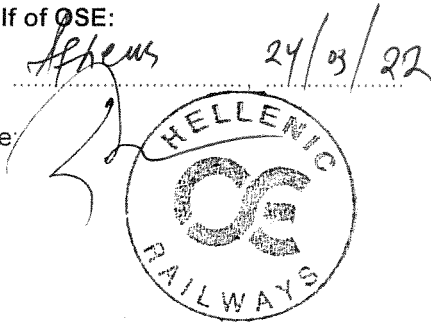
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on behalf of OSE:

Done at: *Athens* *24/03/22*

Signature:



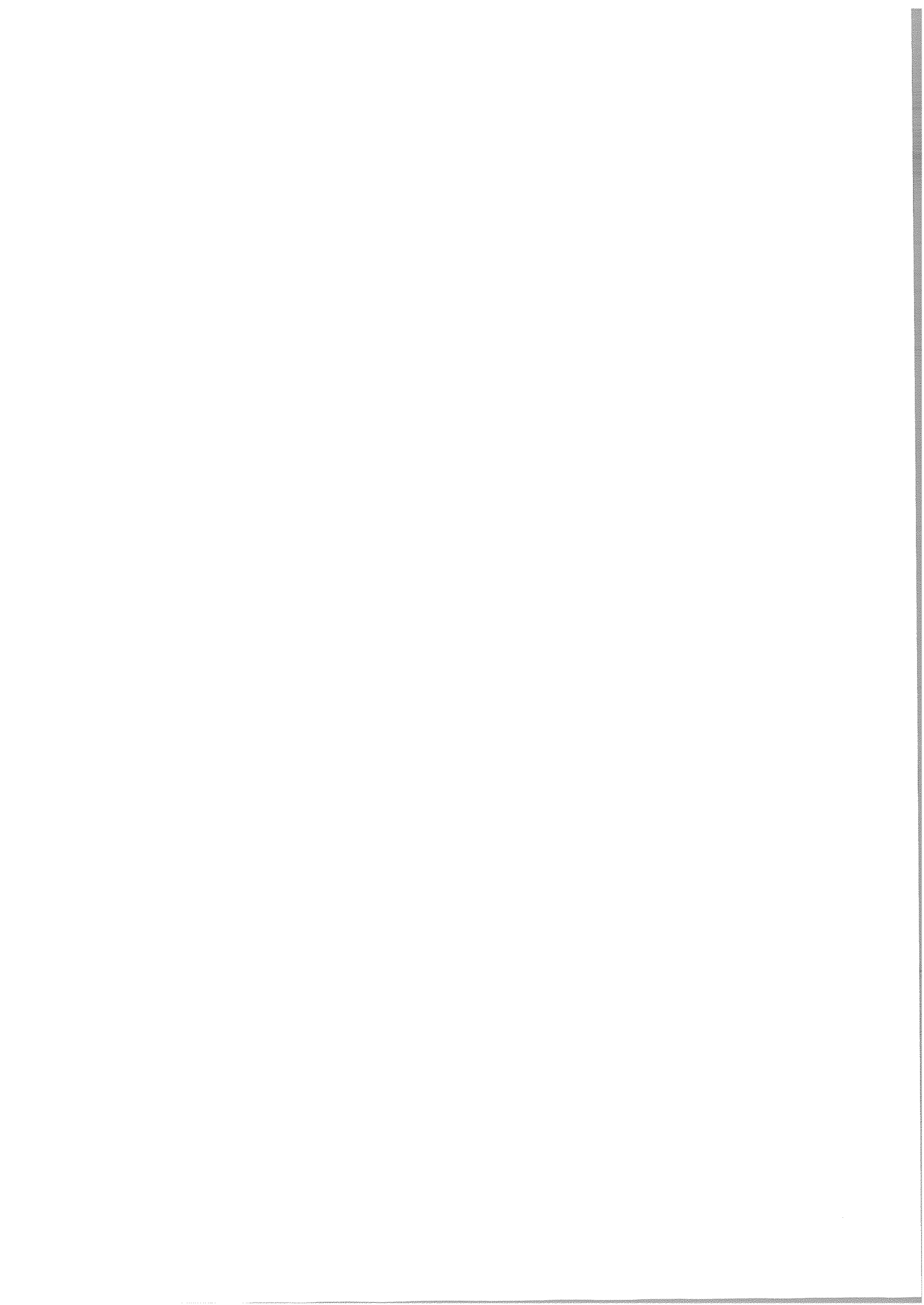
on behalf of DB Netz AG:

Done at:

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on behalf of CFR:

Done at:,

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on behalf of NRIC:

Done at: *17.05.2022* / *Sofia*

Signature: *[Handwritten signature]*

on behalf of OSE:

Done at:,

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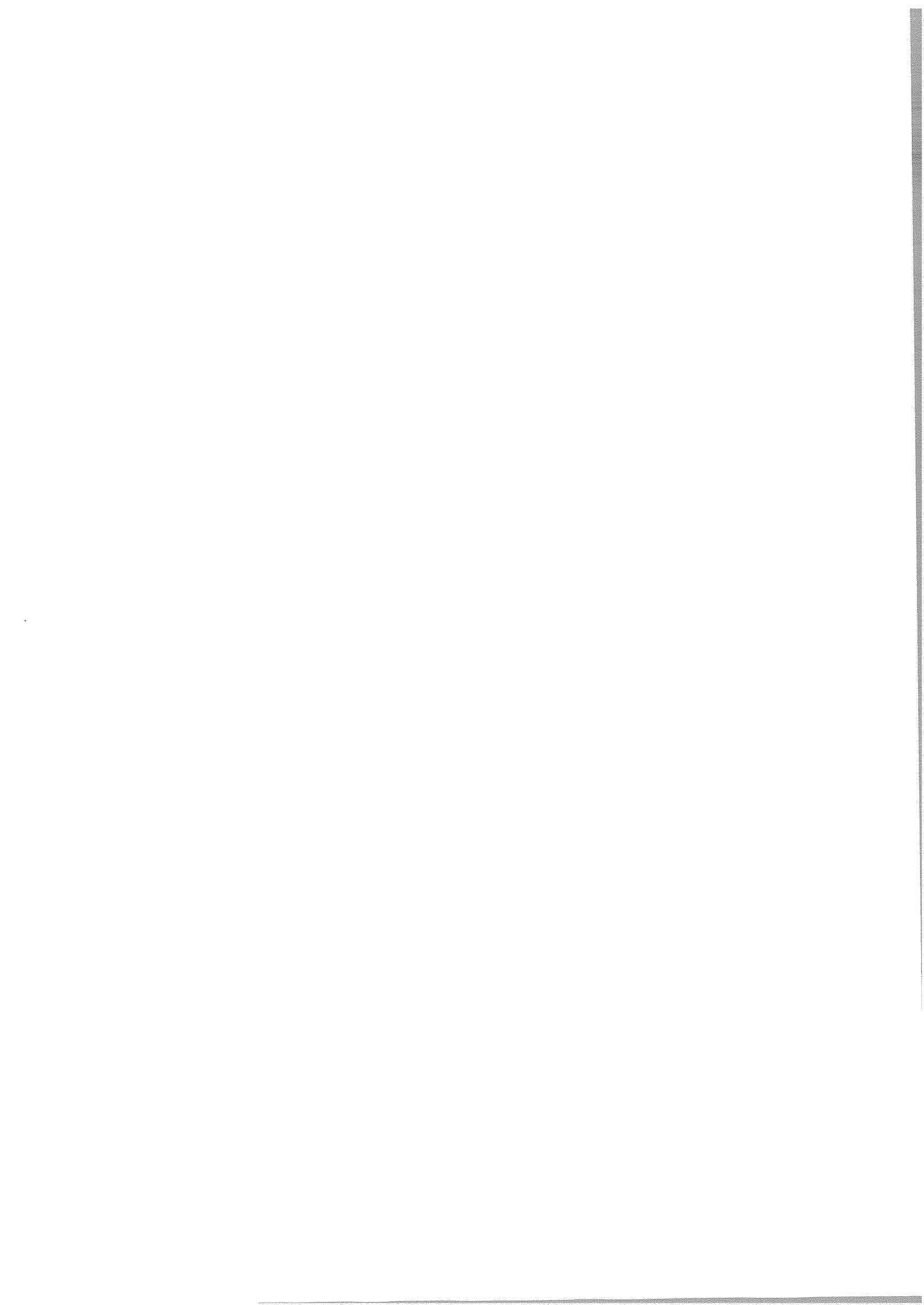
on behalf of DB Netz AG:

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Done at:,

Signature:



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Signature:

on behalf of Správa železnic:

Done at:,

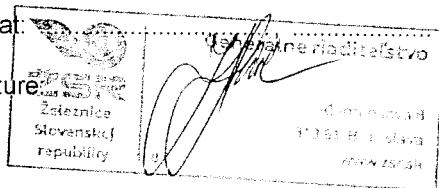
Signature:

on behalf ŽSR:

07. 04. 2022

Done at:,

Signature:



on behalf of MÁV Zrt.:

Done at:,

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on behalf of GYSEV / Raaberbahn:

Done at:,

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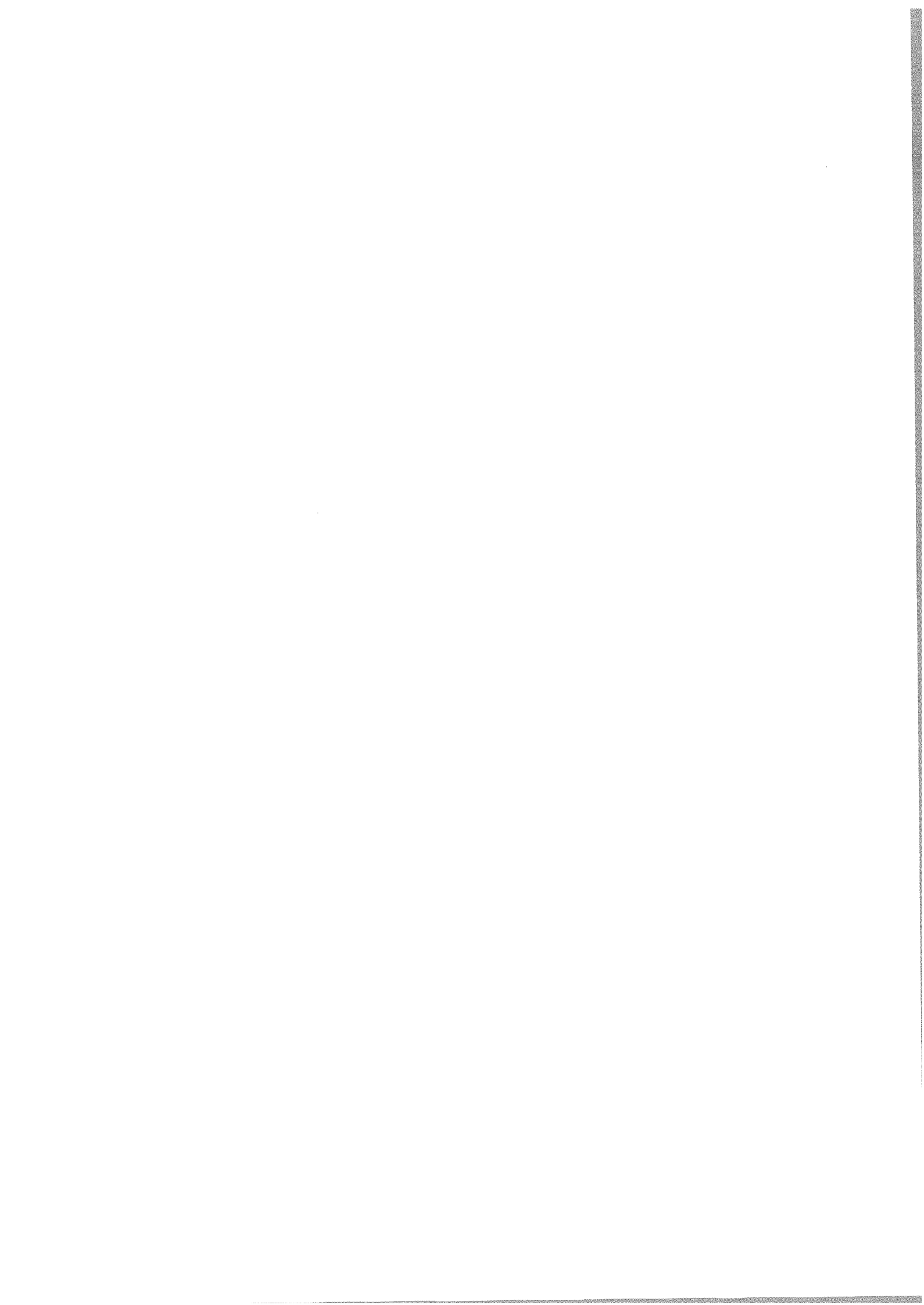
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on behalf of VPE:

Done at:,

Signature:



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on behalf of ÖBB Infra:

Done at:,

Signature:

Done at:,

Signature:

on behalf of Správa železnic:

Done at: PEAHÁ,

31 -03- 2022

Signature:



on behalf ŽSR:

Done at:,

Signature:

on behalf of MÁV Zrt.:

Done at:,

Signature:

on behalf of GYSEV / Raaberbahn:

Done at:,

Signature:

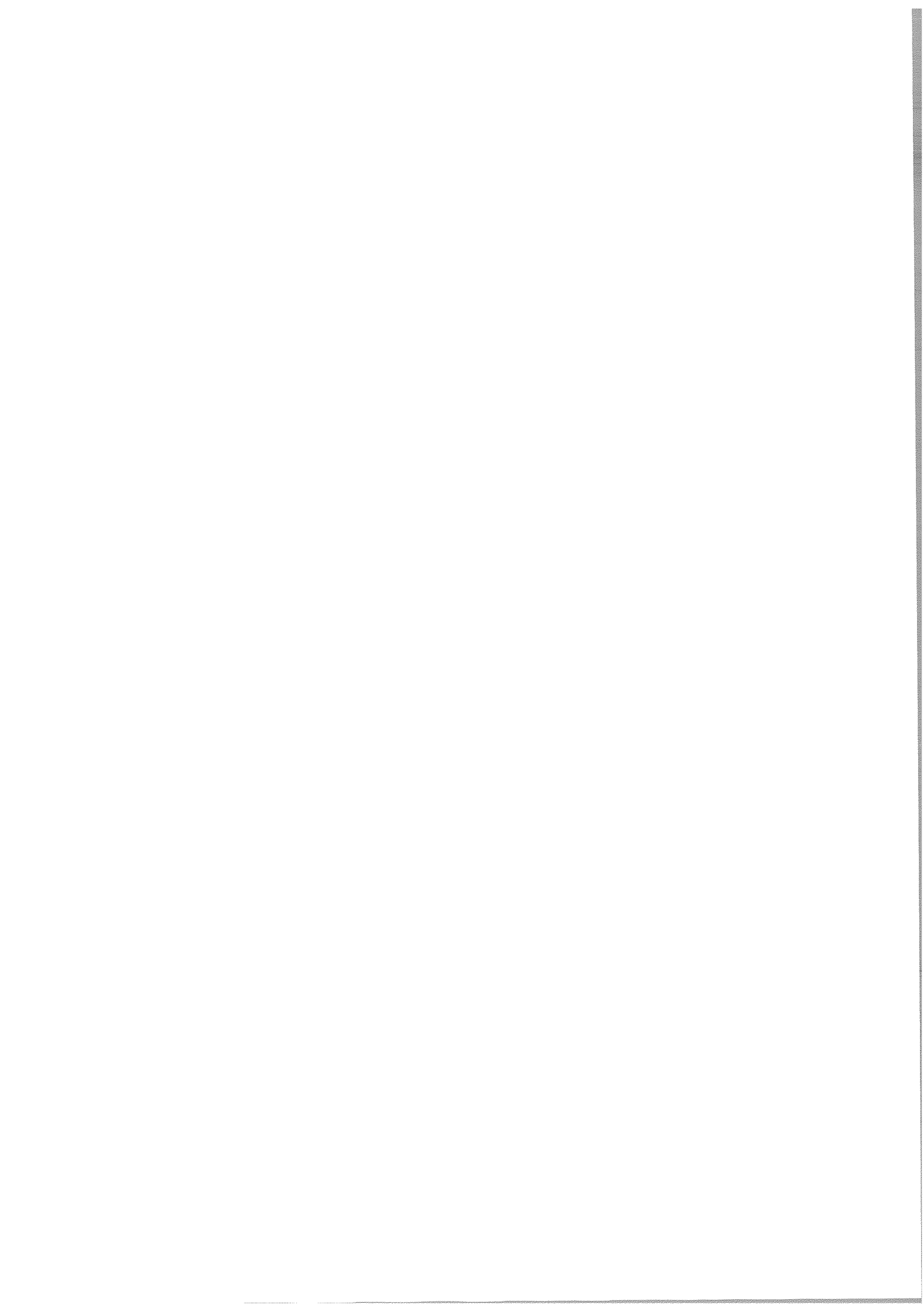
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on behalf of VPE:

Done at:,

Signature:



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Done at:,

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on behalf ŽSR:

Done at:,

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on behalf of MÁV Zrt.:

Done at:,

Signature:

on behalf of GYSEV / Raaberbahn:

Done at:,

Signature:

Done at:,

Signature:

on behalf of VPE:

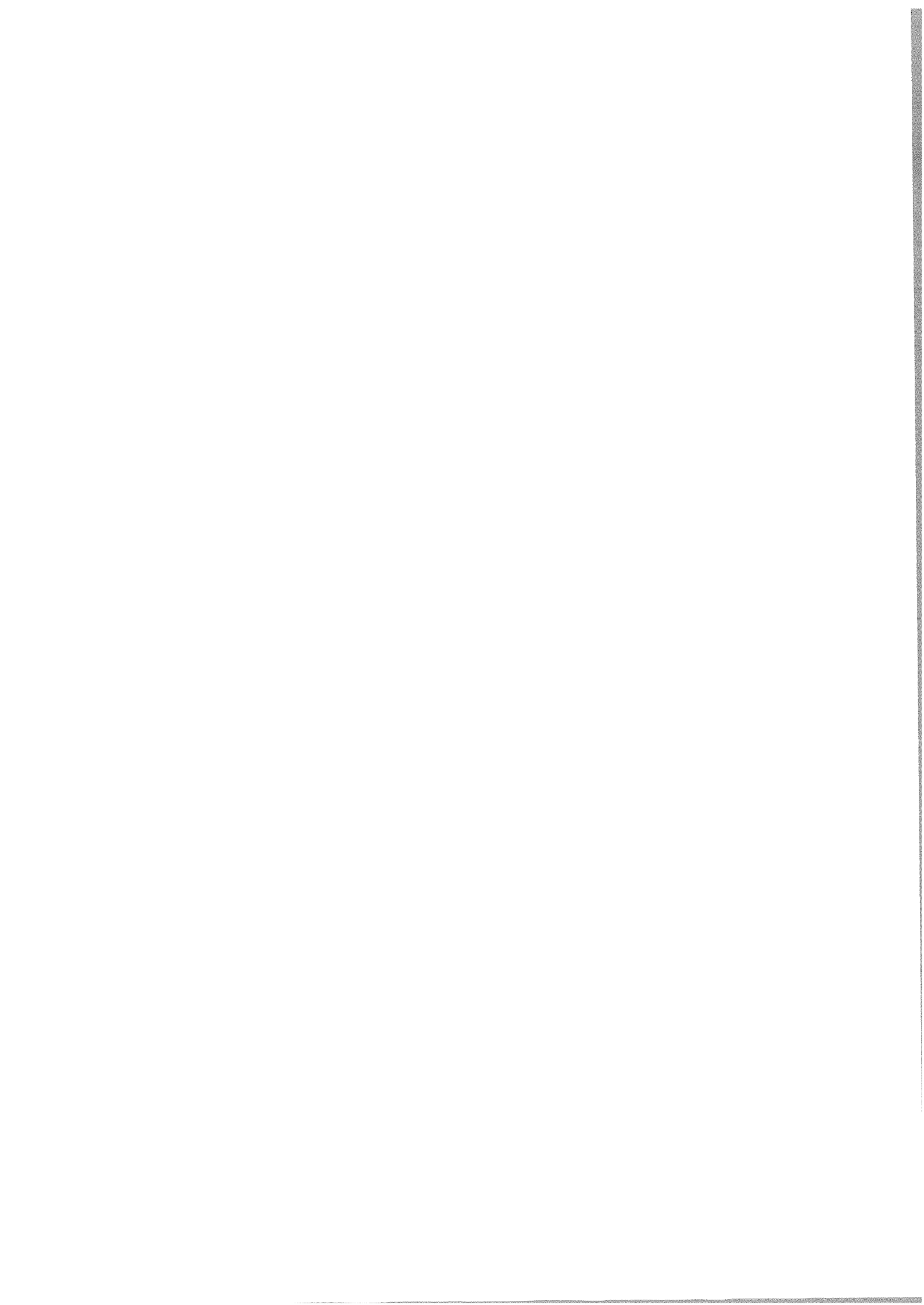
Done at: Budapest, 22. March 2022

Signature:



VPE

Vasúti Pályakapacitás-elosztó Kft.
1054 Budapest, Szabadság tér 7.
Adószám: 13239992-41
Cg.01-09 725271



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on behalf of ÖBB Infra:

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on behalf of Správa železnic:

Done at:,

Signature:

on behalf ŽSR:

Done at:,

Signature:

on behalf of MÁV Zrt.:

Done at:,

Signature:

on behalf of GYSEV / Raaberbahn:

Done at: 29.03.2022,

Signature: 

Done at:,

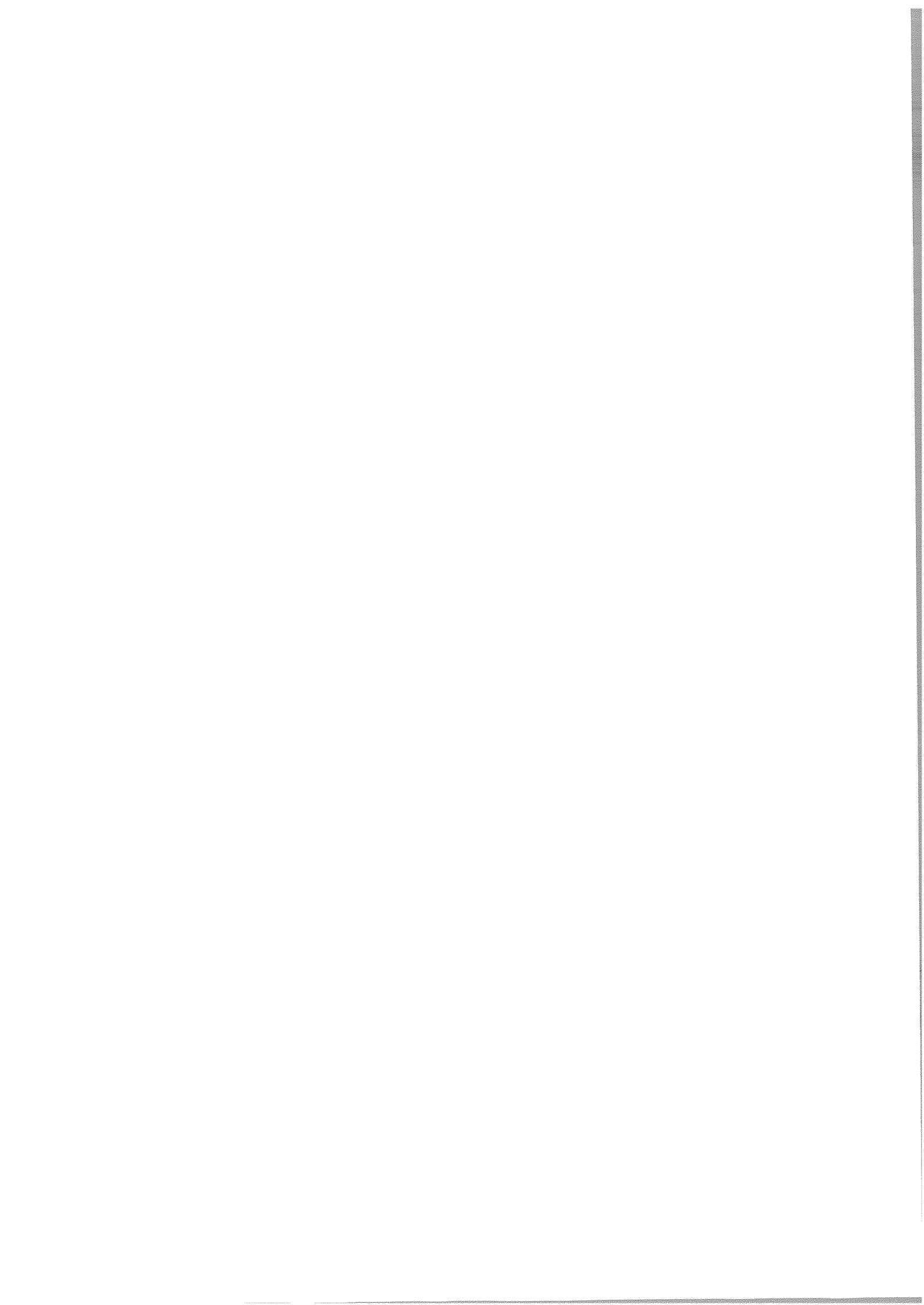
Signature: 

on behalf of VPE:

Done at:,

Signature:

Győr-Sopron-Ebenfurti Vasút
Járatkötőben Működő Részvénytársaság



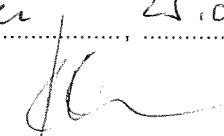
or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.

To the extent it is not possible to delete or modify the provision, in whole or in part, under paragraph 1 above then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under paragraph 1 above, not be affected.

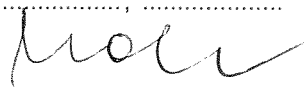
12. The Secretariat has its seat in Hungary. This Agreement and any contractual or non-contractual rights and obligations arising out of or in connection therewith shall be governed by and construed in accordance with Hungarian law and with Regulation (EU) 913/2010, Directive 2012/34/EU, as well as other normative provisions in European Community applicable in the field excluding conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG).
13. This agreement is based on the mutual consent of the Parties, and is made in 10, i.e. ten exemplars in English language with the same text.

on behalf of ÖBB Infra:

Done at: Wien, 25.03.22

Signature: 

Done at: Wien, 25.03.22

Signature: 

on behalf of Správa železnic:

Done at:,

Signature:

on behalf ŽSR:

Done at:,

Signature:

on behalf of MÁV Zrt.:

Done at:,

Signature:

on behalf of GYSEV / Raaberbahn:

Done at:,

Signature:

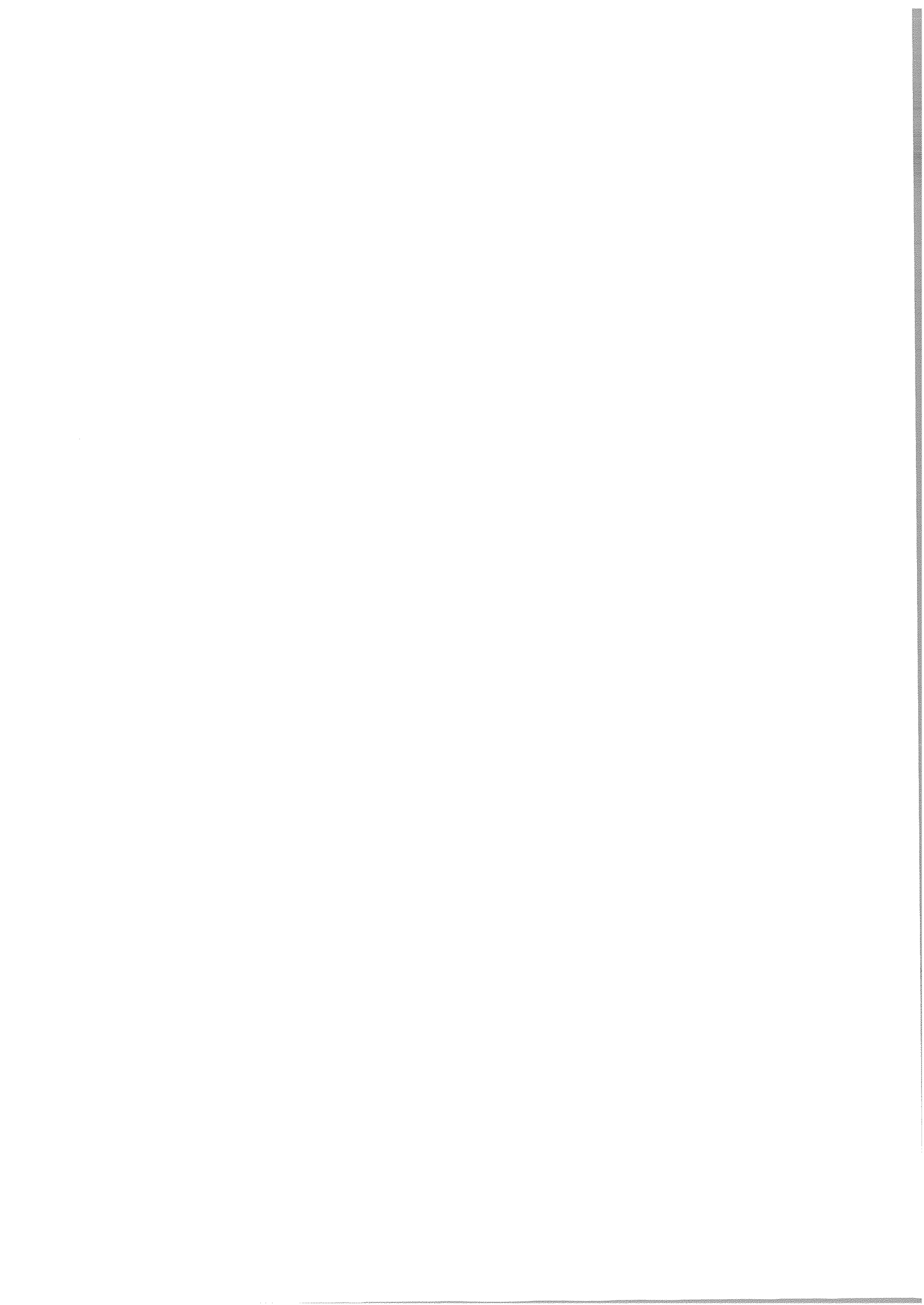
Done at:,

Signature:

on behalf of VPE:

Done at:,

Signature:



on behalf of CFR:

Done at: *Bucharest 28th of March*

Signature: 

on behalf of NRIC:

Done at:,

Signature:

on behalf of OSE:

Done at:,

Signature:

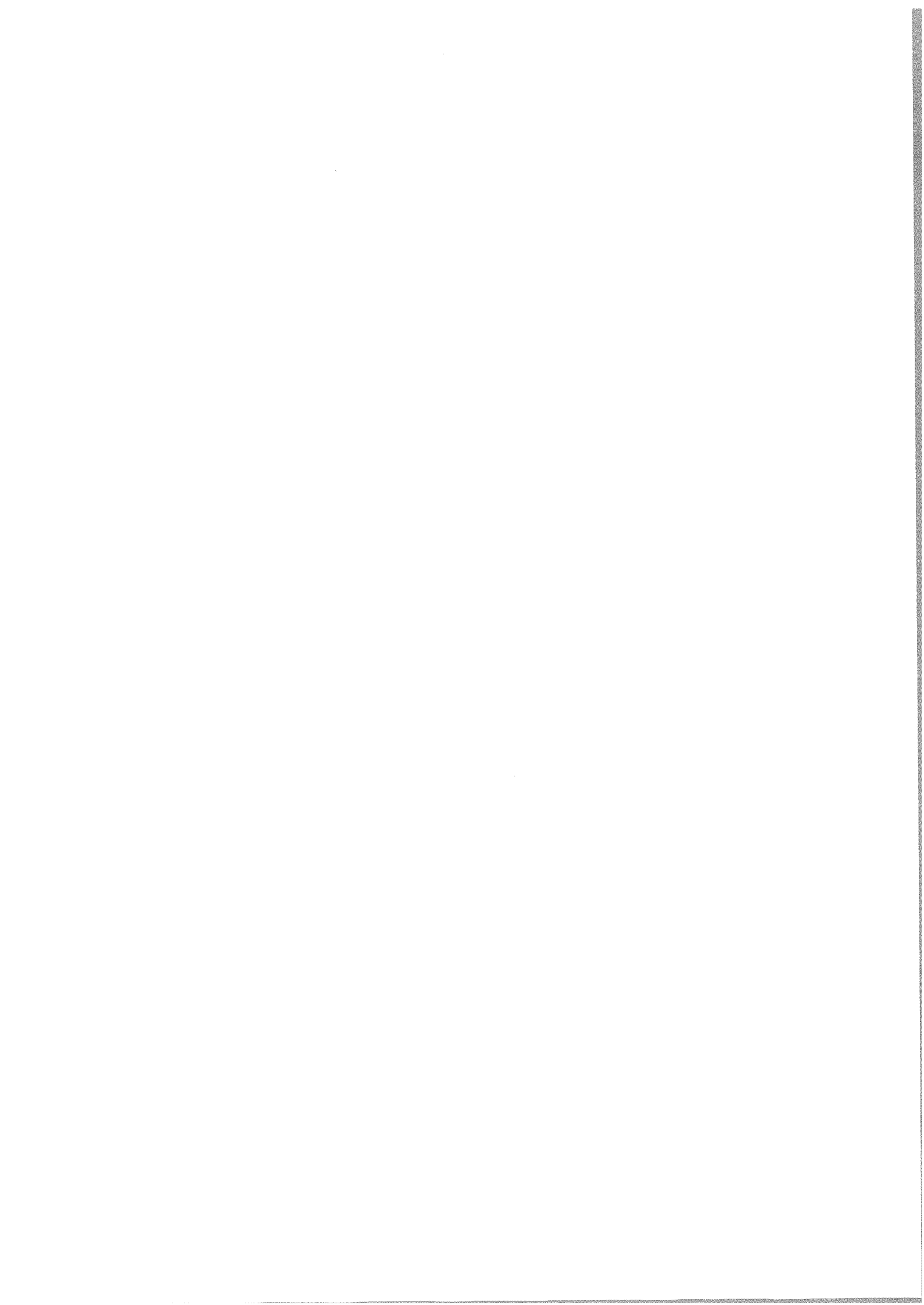
on behalf of DB Netz AG:

Done at:,

Signature:

Done at:,

Signature:



- 10. Notwithstanding point VI.9. the list in annex No 1 may be extended, and annexes Nos 2 and 3 may be amended by the decision of the MB.
- 11. If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.
 To the extent it is not possible to delete or modify the provision, in whole or in part, under paragraph 1 above then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under paragraph 1 above, not be affected.
- 12. The Secretariat has its seat in Hungary. This Agreement and any contractual or non-contractual rights and obligations arising out of or in connection therewith shall be governed by and construed in accordance with Hungarian law and with Regulation (EU) 913/2010, Directive 2012/34/EU, as well as other normative provisions in European Community applicable in the field excluding conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 13. This agreement is based on the mutual consent of the Parties, and is made in 10, i.e. ten exemplars in English language with the same text.

on behalf of ÖBB Infra:

Done at:,

Signature:

Done at:,

Signature:

on behalf of Správa železnic:

Done at:,

Signature:

on behalf ŽSR:

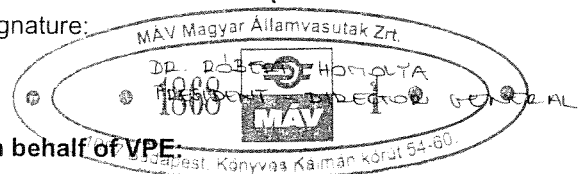
Done at:,

Signature:

on behalf of MÁV Zrt.: 26 04 2022.

Done at:,

Signature:



on behalf of GYSEV / Raaberbahn:

Done at:,

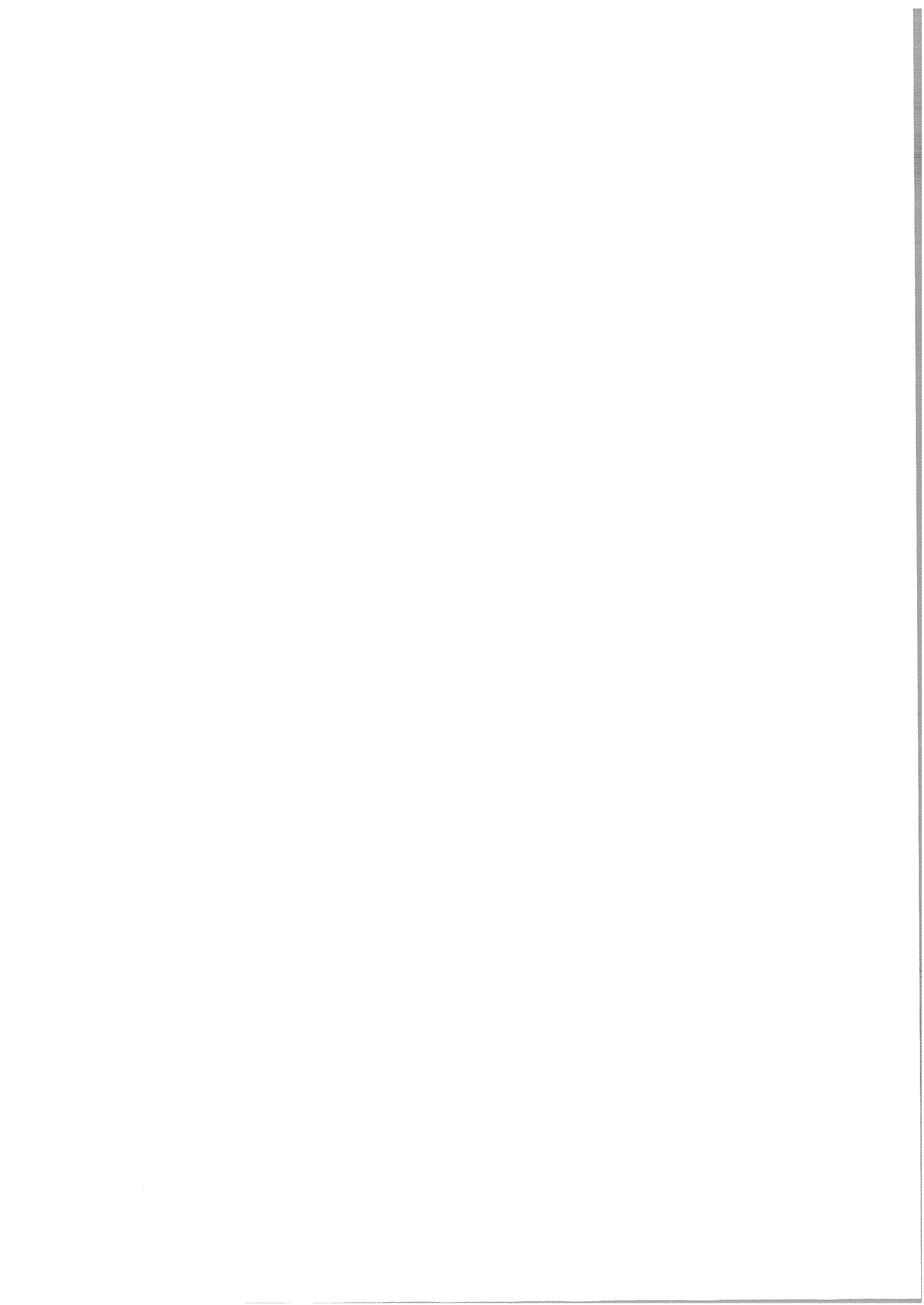
Signature:

Done at:,

on behalf of VPE:

Done at:,

Signature:



Annex 1: Eligible “Secretariat costs” according to definition in paragraph IV.2.a

- 1.1. Labour (including social contribution)
- 1.2. Travel
- 1.3. Communication and marketing (external contracts)
- 1.4. Office rent
- 1.5. Telecommunication
- 1.6. Purchase of office equipment
- 1.7. Projects and studies (external contracts)

Annex 2: Eligible “other MB costs” according to definition in paragraph IV.2.b

- 2.1. Activities of the chairperson and the vice chairs in the common interest of the RFC OEM
 - a. Labour (including social contribution)
 - b. Travel
- 2.2. Activities of the working group leaders in the common interest of the RFC OEM
 - a. Travel
- 2.3. Participation of the working group members at the WG meetings
 - a. Travel
 - b. Catering
- 2.4. Organisation of MB meetings
 - a. Catering
 - b. Room rent
- 2.5. Organisation of advisory group meetings
 - a. Catering
 - b. Room rent

Annex 3: Justification of “common costs” according to definition in paragraph IV.2.

Cost type	Documentation	
Labour	Employment contract, salary slip, timesheet	
Travel	General rule: invoice	
	Exceptions:	Daily allowance (all Parties): internal accounting sheet
		Employee mileage reimbursement (all Parties): internal accounting sheet
		Travel insurance (all Parties): internal accounting sheet
		Accommodation (ÖBB Infra): internal accounting sheet
		Flight ticket (ÖBB Infra): internal accounting sheet
		Local transport allowance (NRIC): internal accounting sheet
		First class train ticket supplement for ÖBB services (ÖBB Infra): internal accounting sheet
Catering	General rule: invoice	
	Exception:	ÖBB Infra: internal accounting sheet
Overheads	Flatrate (no further documentation is necessary as justification of the costs)	
Projects and studies	To be decided individually by the MB (e.g. invoice)	
Contingency	Only be used through the decision of the MB and needs to be documented according to the specific cost type.	
All other	Invoice	

Annex 4: Bank accounts to be used

- 4.1. If the Balance of yearly contribution by the Party is positive:
HU44 10201006 60153166 00000000 (MÁV Zrt.)
- 4.2. If the Balance of yearly contribution by the Party is negative:
depending on the addressee of the invoice:
 - a. ÖBB Infra:
IBAN: AT44 1100 0002 6281 8800, BIC: BKAUATWW
 - b. Správa železnic:
CZ74 0710 0345 3400 0130 3011
 - c. ŽSR:
IBAN: SK94 0900 0000 0000 1144 6542, BIC: GIBASKBX
 - d. GYSEV / Raaberbahn:
10300002 69301061 26304881
IBAN: HU44 1030 0002 6930 1061 2630 4881, BIC: MKKB HU HB
 - e. VPE:
10918001-00000039-75760014
 - f. CFR:
IBAN: RO46RNCB00800002713930083, BIC: RNCB RU BU
 - g. NRIC:
IBAN: BG53CECB97903319100900
BIC: CECBBGSF
 - h. OSE S.A.:
GR25 0140 3430 3430 0200 2000 966, BIC: CRBAGRAAXX
 - i. DB Netz AG:
IBAN DE11100100100146113103, BIC: PBNKDEFF100

