# Appendix 3.2.2.2

**CONTRACT FOR BORDER OPERATIONS No. ………….**

This contract for border operations (hereinafter **Contract**) has been entered into on */date in digital signature/*

**Aktsiaselts Eesti Raudtee**, registry code 11575838, seat Telliskivi 60/2, 15073 Tallinn, (hereinafter referred to as **Railway**), represented pursuant to the law and articles of association by the Chairman of the Management Board/Director General ……………………, on the one side,

and

**AS ………**, registry code ……………, seat ……………… Tallinn, (hereinafter referred to as **Contractor**), represented pursuant to the law and articles of association by ………….., on the other hand,

jointly referred to as “**Parties**” and separately as “**Party**”,

have agreed in the following:

# Definitions

For the purposes of this Contract, the following terms shall have the following meaning, unless expressly agreed otherwise in the Contract:

* 1. “Contract” means this contract and documents and appendices thereto that serve as an integral part thereof.
	2. “Railway” means AS Eesti Raudtee.
	3. “Contractor” means AS ………..
	4. “Party/Parties” mean(s) the Railway or Contractor in cases where their roles are not distinguished or where reference is made to both at once.
	5. “Supporting documents” include the network statement (hereinafter NS) and appendices thereto as well as the terms and conditions presented in appendices to the Contract and requirements arising from the sources referred to therein.
	6. “Requirements for border operations” mean the description, process and normative documents of border operations set out in Appendices no. 1 and 2 to the Contract.
	7. “Railway administration” – pursuant to the Minister of Economic Affairs and Communications Directive No. 12-0377 of 30 November 2012 “Authorisation to operate as railway administration”, Aktsiaselts Eesti Raudtee is authorised to perform the functions of the Railway Administration in the Republic of Estonia.
	8. “Authorities” means a competent body or institution of the European Union or any local authority, state, subject of the Russian Federation or international organisation, in particular the Railway Transport Council established by an agreement of 14 February 1992 between the Consumer Protection and Technical Regulatory Authority of the Republic of Estonia, the Organization for Cooperation of Railways (OSJD) and the bodies governing railway transport in the Commonwealth of Independent States.
	9. “Regulations” mean international railway agreements, the Railways Act and legislation passed on the basis thereof (including the rules for technical use of railways), all universally mandatory regulations and guidelines governing the use of the railway infrastructure and international transport of goods established by AS Eesti Raudtee on the basis of the Railways Act or approved or passed by the authorities on the basis of a proposal submitted by AS Eesti Raudtee, including the operating rules of AS Eesti Raudtee. The latter rules are available on the website of AS Eesti Raudtee: [www.evr.ee.](http://www.evr.ee/)
	10. “Guidelines” mean all guidelines and operative orders issued by the Railway, incl. orders given by train dispatchers and station operators, to ensure efficient, secure, safe and lawful use, access to and management of the railway infrastructure and which are generally transmitted by way of telegraph communication, operational radio communication or signalling system or in some other manner prescribed by the Regulations.
	11. “Train” means a unit of coupled railway vehicles used by a railway undertaking, which is marked with visible signals and consists of carriages and one or more locomotives and which complies with the conditions set out in the train assembly plan.
	12. “Frontier stations” mean railway stations situated on the territory of the Republic of Estonia in Narva, Valga and Koidula and the railway station situated on the territory of the Russian Federation in Pechory.
	13. “Border operations” means the performance of operations related to international rail freight (incl. transport of goods and passengers) at railway frontier stations situated on the territory of the Republic of Estonia and the Russian Federation complying with all the relevant requirements and conditions for carrying out border operations on the border applicable in the Republic of Estonia, the Russian Federation and the Republic of Latvia, incl. requirements arising from international agreements and agreements between the railway administrations of the Republic of Estonia, the Russian Federation and the Republic of Estonia, the content of which includes the technical and commercial acceptance and handover of trains (incl. technical and commercial inspection, elimination of deficiencies, preparation of documents~~,~~ data processing, etc.), excl. locomotive operations.
	14. “Assembly plan” means the technological document for the international freight process approved by the Authorities, on the basis of which the use of the railway infrastructure in international traffic of freight trains is determined.
	15. “Daily plan/schedule” means the daily cooperation plan of railway undertakings and the Railway prepared and approved by the Railway, which ensures compliance with the timetable, rational use of capacity during the day, and the crossing of the border by trains in accordance with the Regulations.
	16. “Train processing schedule” means the schedule prepared by a railway undertaking and approved by the possessor of the railway infrastructure and appended to the contract for the use of the railway infrastructure indicating the total time for processing a train, during which all technological operations on the train must be completed, from the arrival of the train until the train is ready for departure.
	17. “Work” means the work carried out and services provided during the performance of the Contract and other rights and activities necessary for the achievement of the object of the Contract and for the consistent, immediate, timely and smooth operations at frontier stations.

# Assurances of the Parties

* 1. Either Party hereby provides assurances, each of which is true and correct

as at the date of entry into the Contract:

* + 1. they are a legal person governed by private law with passive legal capacity duly founded and operating in accordance with the law of the Republic of Estonia;
		2. both they and their representative have all the required rights and powers to enter into the Contract;
		3. to the best of the Party’s knowledge, the entry into and performance of the Contract is not in contravention of any law, legislation, court or arbitration decision or ruling applicable to them or a contract or preliminary contract entered into with a third party;
		4. they are legally and factually capable of performing the obligations to be assumed by the Contract;
		5. no liquidation, reorganisation or bankruptcy proceedings or other proceedings that could significantly affect the performance of obligations arising from the Contract by them have been initiated against them;
		6. the Party is not aware of any circumstances that would result in any of the aforementioned assurances from being untrue also after the entry into the Contract.
	1. The Railway hereby confirms that as at the date of entry into the Contract:
		1. the Railway holds a valid operating licence for the management of railway infrastructure and a safety authorisation;
		2. the Railway is the owner of the railway infrastructure.
	2. The Contractor hereby confirms that as at the date of entry into the Contract, the Contractor holds:
		1. an operating licence for transport of goods or transport of passengers on public railways issued by the Competition Authority;
		2. a safety certificate and operating licence for technical inspection issued by the Consumer Protection and Technical Regulatory Authority;
		3. work permits for technical inspection and commercial inspection issued by the Railway;
		4. valid business visas of the Russian Federation for operation at the Pechory frontier station.

# Object of the Contract

* 1. The Railway is entering into the Contract with the Contractor for the performance of work, which constitutes the performance of border operations by the Contractor in accordance with the provisions of the NS, appendices thereto, Regulations, the Contract and appendices thereto consisting of the Contractor’s right and obligation to carry out border operations related to all its trains at frontier stations consistently, without interruptions, timely and smoothly. When carrying out border operations at frontier stations, all the relevant requirements and conditions applicable to carrying out border operations in the Republic of Estonia, the Russian Federation and/or the Republic of Latvia, incl. the requirements arising from international agreements and agreements between the railway administrations of the Republic of Estonia, the Republic of Estonia and the Russian Federation, must be complied with. When carrying out border operations at frontier stations, the smooth operation of border operations at the border round the clock is essential and an important objective is to ensure safety on the railway infrastructure.
	2. Under the Contract, the Contractor shall be obligated to perform the work properly at their own risk. The Railway shall not pay to the Contractor a fee for carrying out border operations at frontier stations.
	3. The Contractor shall be obligated to perform the obligations arising from the Contract in accordance with the Regulations, the Guidelines, the Contract and the guidelines and rules provided in appendices thereto.
	4. By signing the Contract, the Contractor confirms that they have all the information, incl. the Contractor is aware of the risks and other circumstances that may affect the proper performance of the obligations arising from the Contract. By signing the Contract, the Contractor confirms that they fully understand the scope of work arising from the Contract, and the Contractor has the tools and employees who have the appropriate qualifications necessary for the performance of the Contract. The Contractor confirms that they are aware of the objective and purpose of the work which is the object of the Contract
	5. A prior written consent of the Railway is required to make any amendments to the documents which are the basis of the performance of work.

# Place of the performance of the Contract

* 1. The Contractor shall be obligated to perform the obligations arising from the Contract on the territory of the Republic of Estonia at the Narva, Koidula and Valga stations and on the territory of the Russian Federation at the Pechory station.
	2. If the Contractor’s train passes through only some of the frontier stations specified in clause 4.1, the Contractor shall be obligated to perform the obligations arising from the Contract only at the respective frontier station.

# Contractual documents

* 1. Contractual documents shall include this Contract and all appendices thereto, incl. additional agreements to the Contract to be entered into by the Parties following the signing of this Contract, and integral parts of the Contract shall be the guidelines and rules containing the requirements for the provisions of border services.
	2. The hierarchy of the contractual documents shall be as follows:
		1. Amendments to the Contract
		2. Contract
		3. Requirements for the performance of border operations
	3. In the event of inconsistencies between the terms and conditions set out in contractual documents, the hierarchy of contractual documents provided in clause 5.2 of the Contract shall prevail. In interpreting ambiguities, more stringent requirements with regard to the Contractor shall be taken as a basis.
	4. Upon the performance of the Contract, documents shall be prepared in Estonian or Russian.

# Validity of the Contract

* 1. The Contract shall enter into force as of signing thereof by the Railway and the Contractor and it shall be valid until the end of the 2021/2022 timetable period.
	2. The Contract shall be signed digitally. The date of entry into the Contract shall be the date of the latest signature.
	3. Upon signing digitally, the Contract shall be signed and returned signed to the other Party within 5 (five) working days from the receipt of the Contract.

# Intellectual property

* 1. The Contractor shall confirm and ensure that:
		1. as of the entry into the Contract, they, their employees, contractors, subcontractors, cooperation partners and authors have no claims whatsoever against the Railway arising from a potential breach of economic copyrights and moral rights of an author or other intellectual property rights;
		2. they do not use a work protected with the copyright of a third party or intellectual property of a third party in their work without the prior written consent of the respective person and the Railway. The Railway may refuse the use of a work protected with the copyright of a third party or other intellectual property in the performance of work or as part of the work.
	2. All reports and data (such as diagrams, drawings, specifications, plans, statistics, accounts and additional data or other materials) drawn up by the Contractor in the course of the performance of the Contract shall belong to the Railway. After the completion of the performance of the Contract, the Contractor shall transfer all these documents and data to the Railway. The Contractor may retain copies of the documents and data but shall not use these for purposes not related to the Contract without the prior written consent of the Railway.
	3. The Contractor shall be liable for and ensure that the work and parts of the work carried out by them do not infringe upon the copyrights of third parties, exclusive rights of a patent holder, exclusive rights of an owner of a utility model, exclusive rights of holder of registered trade mark, or other intangible rights.
	4. The Contractor shall be obligated to settle all disputes arising from intellectual property (incl. copyright) with third parties or their own employees and cooperation partners. In the event that the aforementioned results in a financial or other obligation or if the Railway is obligated to terminate the use of the work or part thereof, the Contractor shall be obligated to provide the Railway with an equivalent work or part thereof free of charge and as quickly as possible, causing the shortest possible downtime to the Railway in the achievement of the objective of the Contract and performance of border operations comprehensively, sustainably, without delays and with the necessary quality.
	5. If the Contractor fails to perform an obligation agreed upon in clause 8 of the Contract or if a confirmation given in clause 8 of the Contract is not true, it shall constitute a material breach of the Contract by the Contractor.
1. **Rights and obligations of the Contractor**
	1. The Contractor shall be obligated to perform the work in a high-quality manner, ensuring the availability of qualified staff and resources necessary. The Contractor shall be obligated to carry out operations in accordance with the requirements and terms and conditions presented in the NS, appendices thereto, this Contract and appendices thereto. The Contractor shall be obligated to perform any and all works to be carried out in the performance of the Contract, deliver to the Railway the required documentation, and perform other activities necessary for the achievement of the objective of the Contract and for the continuous, prompt, timely and smooth performance of border operations.
	2. By signing the Contract, the Contractor confirms that they have the necessary equipment, proper resources, qualified workforce and experience necessary for the performance of the obligations arising from the Contract and that they will use thereof in the performance of the Contract.
	3. The Contractor shall be obligated to use only workers who have the respective profession and permits to work on the railway infrastructure when carrying out border operations at frontier stations. The Contractor confirms that the work arising from the Contract is carried out by the qualified workforce of the Contractor that meets the established conditions.
	4. The Contractor shall be obligated to carry out a technical and commercial inspection of trains in accordance with applicable guidelines and regulations governing border operations.
	5. The Contractor shall be obligated to participate in investigating railway traffic accidents, railway incidents and collisions that occurred in the course of using a train.
	6. The Contractor shall be obligated to promptly inform the Railway of any obstacles that affect or could affect the compliance of the work with the terms and conditions of the Contract or that could lead to exceeding the deadline for the performance of the Contract or of other circumstances that could affect the performance of the Contract at least in a format which can be reproduced in writing. The Contractor shall submit the respective information to the Railway promptly on the day of receiving the respective information.
	7. At the end of each calendar month, the Contractor shall be obligated to submit to the Railway at least the following data for each respective calendar month:
		1. number of technical and commercial deficiencies at frontier stations discovered during the calendar month;
		2. overview of the discovery of carriages not in technically good order in the course of carrying out border operations and removal thereof from traffic;
		3. statistical report according to the forms provided by the Railway.
	8. The Contractor shall be obligated to comply with the applicable requirements for technical and commercial inspection of trains in the performance of the Contract:
		1. The Contractor shall ensure immediate and smooth border operations at frontier stations. The Contractor shall comply with the technological schedule for processing trains.
		2. The Railway cannot guarantee the cadenced or scheduled arrival of trains (trains arrive non-cadenced for various reasons). Non-cadenced or inaccurate arrival of trains shall not entitle the Contractor to require the Railway to compensate for expenses nor grant the right to exercise any other legal remedies, incl. contractual penalty.
		3. If the Contractor fails to comply with the obligation to carry out border operations at the right time and in the right manner and this results in the imposition of sanctions by the Russian Federation, the Republic of Latvia or other third parties, this shall constitute a breach of this Contract by the Contractor and, in addition to the legal remedies available to the Railway, the Contractor shall be obligated to compensate for all the damage incurred by the Railway and third parties as a result.
		4. If the Contractor fails to comply with the obligation to carry out border operations in compliance with all the rules and guidelines and this leads to damage to the Railway or third parties, this shall constitute a breach of this Contract by the Contractor and, in addition to the legal remedies available to the Railway, the Contractor shall be obligated to compensate for all the damage incurred by the Railway and third parties as a result.
		5. The Contractor shall be obligated to comply with the instructions and operative orders of the Railway. If the Contractor fails to comply with the instructions of the Railway, this shall constitute a breach of this Contract by the Contractor and, in addition to the legal remedies available to the Railway, the Contractor shall be obligated to compensate for all the damage incurred by the Railway and third parties as a result.
	9. The Contractor may transfer the obligations arising from the Contract to a third party only with the prior written consent of the Railway. The above applies even if the transfer of the Contract or the rights and obligations agreed upon therein to a third party occurs as a result of the transfer of the enterprise by the Contractor. The Railway may grant the written consent specified in this clause of the Contract, provided that the acquirer of the enterprise has at least equivalent preparation and experience to that of the Contractor, which ensures the achievement of the objective of the Contract and compliance with the terms and conditions of the Contract at least to an equivalent level.
	10. The Contractor shall have the right to receive from the Railway information necessary for the performance of obligations arising from the Contract.
	11. The Contractor shall be obligated to ensure the availability of proper insurance throughout the term of the Contract.

# Rights and obligations of the Railway

* 1. At the respective request of the Contractor, the Railway shall be obligated to provide the Contractor with further explanations or information in matters related to the Contract if this is necessary for the performance of the Contractor’s obligations arising from the Contract. The Railway shall be responsible for the accuracy and timeliness of the information to be provided to the Contractor. The response shall be given within a reasonable time after the respective request. The response may be substantive (answer to a question) or provide a deadline for when a substantive answer is given.
	2. The Railway shall be obligated to inform the Contractor of circumstances that may affect the performance of the Contract at least in a format which can be reproduced in writing. The Railway shall submit the respective information to the Contractor on the day of receiving the respective information.
	3. The Railway shall not guarantee the cadenced or scheduled arrival of trains (trains arrive non-cadenced for various reasons). The Railway shall not guarantee the exact or cadenced time of arrival of trains or that the trains specified in the daily plan are at the required location at the right time. The non-cadenced or inaccurate arrival of trains shall not entitle the Contractor to require third parties nor the Railway to pay a fee or compensate for damages nor grant the right to exercise any other legal remedies, incl. contractual penalty.
	4. The Railway shall not assume any obligations whatsoever with regard to creating working conditions for the Contractor, incl. with regard to making working premises available at frontier stations.
	5. The Railway shall not assume any further proprietary obligations whatsoever if additional demands are made by the Russian Federation, Russian Railways (OAO RŽD), the Republic of Latvia or Latvian Railways (VAS Latvijas Dzelzcelš) in connection with the provision of border services. The Contractor shall be obligated to comply with the additional demands made by the Russian Federation, Russian Railways, the Republic of Latvia or Latvian Railways in connection with carrying out border operations.
	6. The Railway shall have the right to inspect the use of workforce, tools and equipment complying with the requirements throughout the validity of the Contract without prior notice to the Contractor. The Railway shall, at any time, have the right to inspect the process of carrying out ongoing border operations without prior notice to the Contractor, in the course of which the Railway shall have the right to verify, inter alia, whether the Contractor has involved in the performance of work arising from the Contract the required competent specialists, whether the Contractor is using tools that comply with the requirements for the performance of work arising from the Contract, and whether the Contractor is complying with all the requirements arising from the Contract, relevant standards and legislation, etc. in the performance of the obligations arising from the Contract.
		1. If the Contractor or their employee or another person in any way hinders the carrying out of such unannounced inspections, this shall constitute a breach of the Contract.
		2. If, upon inspection or otherwise, it becomes clear that the Contractor does not use workforce, tools or equipment that comply with the established requirements in the performance of an obligation arising from the Contract, the Railway shall have the right to require and the Contractor shall be obligated to pay a contractual penalty in the amount of 1,000 EUR (one thousand euros) for each infringement together with requiring the performance of the Contract.
		3. The Railway shall have the right to demand compensation for damage caused by each infringement in excess of the respective contractual penalty.

# Confidentiality

* 1. In their activities, the Parties shall comply with all the laws and legislation related to the legal protection of information.

Confidential information shall be, whether presented in a specific or visible format, on a data medium or orally:

* + 1. information, technical data, other data, contracts, financial data and accounting figures of the Railway, natural and legal persons in public law or governed by private law related to the Railway in any way, incl. employees of the Railway and their activities, information technology and materials, specifications, drawings, information used by the Railway concerning know-how and research and development carried out by the Railway, information about the activities of the owner and managing bodies of the other Party, entry into, expiry of and negotiations concerning contracts, and other trade secrets that are not legitimately available to third parties without the obligation of confidentiality and that have become known to the Contractor as a result of preparation, performance or breach of the Contract or another agreement between the Parties;
		2. information marked “confidential” by the Party or the confidentiality of which is required by law or regarding which the Party has notified that it is confidential information or regarding which it should be reasonably believed that the other Party considers is to be information intended for confidential use.
	1. The Parties shall not disclose confidential information to third parties and shall make every effort to prevent confidential information from falling in the possession of third parties. Disclosure of confidential information to third parties by the Parties shall be permitted only in cases explicitly provided by law or with the prior written consent of the other Party. This requirement of confidentiality shall not extend to credit institutions of the Parties, legal advisers and auditors of the Parties, and to information that the Railway as the railway administration is obligated to disclose.
	2. A Party shall be obligated to use confidential information solely for the performance of the objectives of the Contract. The disclosure of information concerning the Contract to entitled state agencies and governmental authorities in cases provided for in legislation shall not be deemed to be a breach of the obligation of confidentially. In the event of legal grounds or prior written consent of the Railway, the Contractor shall have the right to disclose confidential information only to the extent necessary for the performance of the obligations arising from the contract entered into between the Parties.
	3. The Contractor shall ensure that confidential information shall be disclosed to and used only by employees of whom the Party engaging the employees has notified the other Party and regarding whom the other Party has no justified objections. The Contractor shall be obligated to notify the employees of the confidentiality of the information and enter into a relevant confidentiality agreement with them.
	4. Confidential information that becomes known to the Contractor electronically or otherwise in writing may be stored, replicated or (electronically) copied only for the fulfilment of purposes set out in the Contract or contracts to be entered into in the future. At the request of the Railway, the Contractor shall be obligated to promptly return or destroy confidential information, unless otherwise agreed by the Parties.
	5. Upon the expiry of the Contract, the Contractor shall be obligated to immediately return or destroy carriers of confidential information, hand over to the Railway or destroy copies, statements, etc. made of the carriers of confidential information without a separate respective order of the other Party. The Contractor shall notify the Railway of the documents subject to be returned in advance in writing.
	6. The obligation of confidentiality of the Parties shall be without a term and shall survive the expiry of the Contract.
	7. In the event of a breach of the obligation of confidentiality, the Contractor shall be obligated to take all reasonable measures to reduce the damage caused to the Railway.
	8. If the Contractor fails to perform any obligation agreed upon in clause 11 of the Contract, it shall be deemed to be a material breach of the Contract. The Railway shall have the right to require the payment of a contractual penalty of 1,000 EUR (one thousand euros) for each infringement, and the Railway shall also have the right to require compensation for damage caused by each infringement in excess of the respective contractual penalty. The Contractor shall be obligated to compensate for any damage caused to third parties by the breach of the obligation of confidentiality.

# Liability

* 1. In the event of a breach of the Contract, a Party shall be liable to the other Party in accordance with the provisions of the Contract and legislation.
		1. The Contractor shall also be liable to the Railway for a breach of the Contract arising from the performance or non-performance by third parties, incl. subcontractors, involved by the Contractor in the performance of the Contract.
		2. Failure by the Contractor to deliver to the Railway required documents related to the work or part thereof shall be deemed to be a breach of contract by the Contractor.
		3. In the event of a **material breach of contract**, the Railway shall have the right to terminate the Contract prematurely and without adhering to the term for advance notice and to require the Contractor to compensate for damage caused to the Railway in addition to the obligation to pay contractual penalties. Inter alia, the following infringements shall be deemed to be such material breach of contract:
			1. If the Contractor breaches the requirements arising from the Contract, appendices thereto or sources cited therein upon carrying out border operations at frontier stations in a manner which leads to a breach of obligations to the Russian Federation or the Republic of Latvia assumed by the Railway or the Republic of Estonia – the Railway shall have the right to require the Contractor to pay a contractual penalty in the amount of 5,000 EUR (five thousand euros) for each infringement;
			2. If the Contractor transfers the company and contract associated with thereof without the prior written consent of the Railway, it shall be deemed to be a material breach of the Contract by the Contractor and the Railway shall have the right to terminate the Contract unilaterally and the Contractor shall be obligated to compensate for damage incurred by the Railway and, at the request of the Railway, pay to the Railway a contractual penalty in the amount of 1,000 EUR (one thousand euros);
			3. If the Contractor fails to perform the obligation to carry out border operations by failing to carry out a technical or commercial inspection of a train arrived at the frontier station or fails to carry out border operations properly – the Railway shall have the right to require the Contractor to pay a contractual penalty in the amount of 3,000 EUR (three thousand euros) per each day of delay for each infringement.
		4. In the event of a **breach of contract** listed below, the Railway shall have the right to require the Contractor to pay a contractual penalty of 1,000 EUR (one thousand euros) for each infringement together with compensation for damage caused by each infringement in excess of the respective contractual penalty:
			1. The Contractor breaches the requirements arising from the Contract, appendix to the Contract or sources cited therein upon carrying out border operations at frontier stations in a manner which leads to a breach of obligations to third parties, excl. breach of obligations assumed to the Russian Federation or the Republic of Latvia;
			2. The Contractor does not comply with the schedule of processing trains and fails to ensure that the agreed border operations are carried out at frontier stations within the time prescribed for one train;
			3. The Contractor breaches any requirements arising from the Contract, appendices to the Contract or sources cited therein upon carrying out border operations at frontier stations on at least three occasions;
			4. During the period of validity of the Contract, an operating licence, registration or any licence necessary for the proper performance of the Contract issued to the Contractor expires or the Contractor loses the right to perform the obligations arising from the Contract and the Contractor has not performed the necessary activities that would allow for the renewal or restoration of their operating licence, registration, licence or another required right or the issuance of a new operating licence, registration or licence to them.
		5. If the Contractor fails to comply with the obligation to carry out border operations at the right time and in the right manner and this results in the imposition of sanctions by the Russian Federation, the Republic of Latvia or any other third parties or incurring damage by thereof, this shall constitute a breach of this Contract by the Contractor and, in addition to the legal remedies available to the Railway, the Contractor shall be obligated to compensate for all the damage incurred by the Railway and all the third parties as a result.
		6. The Railway shall not be liable for damage caused to any third parties by carrying out border operations at frontier stations or performance of any obligation arising from the Contract or breach of any obligation arising from the Contract by the Contractor.
		7. The Railway shall notify the Contractor of a claim for contractual penalty within one (1) month from the time when the Railway became aware of the occurrence of the right to demand contractual penalty.
		8. The Party obligated to pay contractual penalty shall be obligated to pay the contractual penalty within fourteen (14) calendar days from the receipt of the respective claim from the entitled Party.
		9. The contractual penalties provided for in this Contract have been agreed upon to enforce the performance of obligations and requiring the payment of contractual penalty shall not affect the right of the Railway to require the Contractor to carry out proper work or part thereof and to pay compensation for damage or the right to exercise other legal remedies arising from the law. The Railway’s claims for contractual penalty arising prior to the expiry of the Contract shall survive the termination of the Contract.
		10. In the event that the Contractor fails to perform an obligation arising from the Contract or it is necessary to take measures to prevent damage and if this obligation can be performed by the Railway, the Railway shall have the right (but not the obligation) to perform this obligation on behalf of and at the expense of the Contractor.
		11. The provisions agreed upon in this Contract shall not affect the right of the Railway to exercise any legal remedies arising from the Contract in the event of a breach of the Contract by the Contractor.

# Expiry and termination of the Contract

* 1. The provisions of clause 14 of the Contract shall not preclude or restrict the rights of the Parties to terminate the contact provided for by the other clauses of the Contract and other documents of the Contract or the law. The Contract shall expire upon the performance of the contractual obligations by the Parties, entry into an agreement between the Parties to terminate the Contract, on grounds provided for in the Contract or on grounds arising from the law.
	2. The Railway may cancel the Contract with immediate effect:
		1. upon initiating liquidation proceedings of the Contractor or appointing an interim trustee in bankruptcy in the case of liquidation proceedings from the date of initiating the liquidation proceedings or appointment of interim trustee in bankruptcy;
		2. upon initiating reorganisation proceedings of the Contractor if, in the opinion of the Railway, the Contractor is unable to perform its obligations from the date of initiating the reorganisation proceedings of the Contractor.
	3. The Railway shall have the right to terminate the Contract prematurely and without adhering to the term for advance notice and to require the Contractor to compensate for damage caused to the Railway in addition to the obligation to pay the contractual penalty agreed upon in the Contract if:
		1. any material breach of contract specified in clause 12.1.3 of the Contract occurs;
		2. the Contractor breaches any obligation arising from the Contract that is essential for the achievement of the objective of the Contract and fails to eliminate the infringement within the additional term granted by the Railway.
	4. The Contractor shall have the right to unilaterally terminate the Contract prematurely without adhering to the term for advance notice if the operating licence for transport of goods issued to the Contractor becomes null and void or if the Contractor ceases its operations as a railway freight operator.

# Force majeure

* 1. Non-performance or improper performance of obligations arising from the Contract shall not be deemed to be a breach of the Contract if this was caused by force majeure. The Parties shall consider circumstances specified in subsection 103 (2) of the Law of Obligations Act to be force majeure. A Party whose activities upon the performance of contractual obligations are prevented due to circumstances of force majeure shall be obligated to promptly notify the other Party thereof in writing. In the event of the occurrence of circumstances of force majeure, the Contract deadline shall be extended by the period of occurrence of these circumstances.
	2. Upon the lapse of circumstances of force majeure, a Party shall promptly commence with the performance of the Contract, immediately notifying the other Party of the lapse of circumstances of force majeure. If, due to circumstances of force majeure, the performance of obligations arising from the Contract is prevented for more than 2 (two) weeks in a row, the Parties may terminate the Contract.
	3. The Parties have agreed that a strike by railway workers or station operators, irrespective of the purpose and cause of the strike, shall not be considered force majeure for the purposes of this Contract and shall not release the Contractor from the proper performance of their obligations arising from the Contract.

# Amendment of the Contract

* 1. The Contract can be amended only upon a written agreement of the Parties. If the Contract provides for another requirement with regard to the format for making certain amendments to the Contract, the format prescribed for making the specific amendment shall be complied with.
	2. The Party wishing to amend the Contract shall submit a reasoned proposal to amend the Contract to the other Party in writing. The other Party shall notify the Party who proposed the amendment of the Contract of accepting or rejecting the amendment within fourteen (14) days from the receipt of the amendment proposal.
	3. The Party who proposed the amendment of the Contract shall cover all the costs incurred by making the proposal to amend the Contact and amendment of the Contract, incl. expert fees that may result from analysing the effects of the amendment to the Contract.
	4. A Party shall not have the right to request amendment of the Contract due to circumstances related to the inability of the Party to perform their obligations arising from the Contract.
	5. In the event of the amendment of the Contract, the deadline for the performance of obligations arising from the Contract prescribed in the Contract shall not be extended. The Parties shall agree on amending the deadline for the performance of the Contract separately in writing.

# Settlement of disputes

* 1. Disputes arising from the Contract shall be settled foremost by an agreement of the Parties. Disputes related to the Contract that the Parties have not been able to settle by way of negotiations shall be submitted to Harju County Court for settlement.
	2. Procedural and substantive law in force in the Republic of Estonia shall apply to the Contract. In the event that any provision of the Contract proves to be in conflict with legislation in force in Estonia, this shall not affect the validity of the remaining provisions of the Contract.

# Other terms and conditions

* 1. The Law of Obligations Act and other relevant legislation in force shall apply to matters not governed by the Contract.
	2. Notices of the Parties related to the Contract shall be communicated in writing or in a format which can be reproduced in writing, excluding notices that are of informative nature that have no legal consequences.
	3. A notice shall be deemed to have been received if it has been handed over to the other Party against a signature, sent to the other Party by registered mail, sent by e-mail to the e-mail address specified in clause 17.6 of the Contract and three (3) working days have passed since the notice was sent. Notices of informative nature may be communicated by phone or e-mail.
	4. By signing the Contract, all agreements and other declarations of intention entered into between the Parties previously in connection with the object of the Contract shall automatically become null and void.
	5. Details and contact persons of the Parties:

|  |  |  |  |
| --- | --- | --- | --- |
| **Railway:**  |  |  | **Contractor:** |
| **AS Eesti Raudtee** |  |  | **AS …………..** |
| Telliskivi 60/2, 15073 Tallinn |  |  | ……………. Tallinn |
| PHONE 615 8610 |  |  | …………………. |
| E-MAIL raudtee@evr.ee, |  |  | . |
| FAX 615 8710 |  |  | . |
| EE642200221044366990 |  |  | . |
| Swedbank |  |  | Swedbank |
|  |  |  |  |
| CONTACT PERSON: |  |  | . |
| .. |  |  |  |
| . |  |  | . |

**Appendices to the Contract:**

1. Requirements for carrying out border operations
2. List of key regulations and guidelines

**Railway: Contractor:**

*/signed digitally/ /signed digitally/*

**Requirements for carrying out border operations Appendix 1**

# General

When carrying out border operations at frontier stations, all the relevant requirements and conditions applicable to carrying out border operations in the Republic of Estonia, the Republic of Latvia and the Russian Federation, incl. the requirements arising from international agreements and agreements between the railway administrations of the Republic of Estonia, the Republic of Latvia and the Russian Federation, must be complied with. When carrying out border operations at frontier stations, the smooth operation of border operations at the border round the clock is essential and an important objective is to ensure safety on the railway infrastructure. Border operations are carried out at Narva, Pechory and Koidula and Valga frontier stations.

# Requirements

* 1. The person carrying out border operations must hold:
		1. operating licence for rail transport issued by the Competition Authority;
		2. safety certificate and operating licence for maintenance and repair of railway vehicles issued by the Consumer Protection and Technical Regulatory Authority;
		3. work permits issued by the Railway;
		4. valid business visas of the Russian Federation for operation at the Pechory frontier station.
	2. The person carrying out border operations must have:
		1. staff who are trained (have received training) and, if necessary, are duly accredited by AS Eesti Raudtee (hereinafter “Railway”) as the railway administration of Estonia to timely perform all the required activities round the clock related to the organisation of rail and freight transport operations at frontier stations and stations of destination pursuant to the agreements with and requirements of the Railway Transport Council of the CIS;
		2. certification and trained staff necessary for ongoing repairs of carriages;
		3. tools, resources and equipment as well as spare parts necessary for eliminating the most common failures.
	3. The person carrying out border operations must ensure:
		1. the interoperability of their information system and data exchange with the relevant systems of the Railway and pursuant to the procedure of application of the interoperability of railway systems and special agreements, and enter into a contract for using the traffic organisation information system;
		2. the timely and seamless organisation of the work of trains and carriages to collect statistical and other data on trains and freight carriages pursuant to the decisions of the Railway Transport Council of the CIS, entry of activities and data in the customer information portal of Eesti Raudtee that is connected to the information systems of railway administrations of other states;
		3. that the necessary work is carried out by qualified and competent specialists and subcontractors who meet the terms and conditions established. The list of these specialists must be submitted to the Railway and specialists may only be replaced with the prior written consent of the Railway. The Railway may give this written consent only if the person replacing a responsible specialist or subcontractor meets at least all the terms and conditions established for the respective responsible specialist or subcontractor;
		4. to the extent ensuring the uninterrupted performance of border operations without delays and prove that they can involve each responsible specialist in the performance of border operations by submitting a respective confirmation of the person carrying out border operations and of the specific responsible specialist.
		5. If the person carrying out border operations is not the employer of the responsible specialist, the person carrying out border operations must also submit a confirmation signed by the employer of the respective responsible specialist that the employer is allowing the involvement of the responsible specialist in the performance of the operation, specify information about the number of competent specialists available to them, and indicate that the specified responsible specialist meets at least the following terms and conditions:
			1. is acquainted with the regulations concerning the technical organisation (RTO) in international frontier stations regarding Narva, Koidula and Pechory and Valga stations. The Contracting Entity verifies the fulfilment of this requirement in the course of issuing a work permit to the person carrying out the operation and on the basis of a CV form of a competent specialist;
			2. has passed an examination carried out by the Railway and obtained an operating licence for maintenance and repair of trains. The person carrying out border operations must provide the name of the specialist involved, number of the operating licence, and information on the task for which the operating licence was issued (i.e. content of the operating licence);
	4. is proficient in Estonian and special purpose Russian at least at the level that ensures an understanding of the orders of train dispatchers, station operators, customs staff and tax officials of the Russian Federation. Compliance with this requirement shall be verified by the Railway on the basis of the confirmation of the service provider and the CV form of the responsible specialist. The person carrying out border operations shall comply with the legislation in force prepared by the Railway and approved by the Railway Transport Council of the CIS and foreign agreements.
	5. The activities of the person carrying out border operations on the railway infrastructure shall comply with the general terms and conditions of the Railway, relevant regulations, instructions, daily plan and other basic acts governing the activities.

# Process

The mutual obligations for the acceptance and handover of trains at frontier stations have been agreed in the rail transport organisation agreement entered into between AS Latvijas Dzelzcelš and Eesti Raudtee on 2 December 2008 for Valga frontier station and the cooperation agreement for the organisation of rail transport entered into by OAO RŽD and Eesti Raudtee on 9 February 2010 for Narva and Koidula (Pechory) frontier stations.

* 1. International train traffic between frontier stations is carried out on the basis of the timetable of passenger and freight trains coordinated by the neighbouring railways and in accordance with the formation plan of freight trains. International train traffic between frontier stations is carried out on the basis of the timetable of passenger and freight trains and the formation plan of freight trains and pursuant to the daily plan, which is adjusted for the day by six-hour periods with an information depth of 12 hours, indicating train numbers and indices.
	2. The acceptance and handover of cargo is carried out at frontier stations in the presence of the representatives of both neighbouring railways. The acceptance and handover of cargo is carried out round the clock every day.
	3. The handover of cargo is carried out on the basis of an instrument of handover for trains (hereinafter “instrument of handover”), the form of which was coordinated at the meeting of the authorised representatives of the railway administrations of the Member States of the CIS, the Republic of Latvia, the Republic of Lithuania and the Republic of Estonia on 9 February 1995.
	4. A representative of the railway handing over cargo shall prepare an instrument of handover in two copies according to the composition of the train to be handed over.
	5. The instrument of handover must include uninterrupted numbering from the beginning of the calendar year for each handover station. Instrument of handover prepared by the operator of an automated workstation of the office of the contracting party handing over the train shall be certified by a seal and transmitted as informative notices via communication channels used for transmitting data to the handover station of the contracting party accepting the train.
	6. The date stamp of the railway frontier station (SMGS sheets 3 and 6) shall be stamped on freight documents. One copy of the instrument of handover shall be appended to train documents.
	7. All documents related to the consignment shall be appended to the instrument of handover to accompany the train in the same order in which they have been included in the instrument of handover.
	8. The cargo (train) shall be deemed to have been accepted by the representative of the neighbouring railway from the moment that a respective notation (entry with a date) on the acceptance of goods is made on the instrument of handover of the train at the frontier station.
	9. The cargo shall be deemed to have been accepted by the Railway from the moment that the representative of the Railway stamps the date stamp of the handover station on the accepted instrument of handover, writes the date and signs the instrument of handover. In order to confirm the acceptance of the cargo, the Railway shall stamp the consignment note with a date stamp at the frontier station.
	10. The contracting party accepting the cargo shall prepare a coordinated instrument of handover on the basis of the instrument of handover received. The instrument of handover shall be deemed to have been coordinated once the instrument of handover has the stamps and signatures of the representatives of both contracting parties. The procedure for drawing up a coordinated instrument of handover and for submitting respective notices and the structure of notices shall be determined by an agreement of the contracting parties on exchange of information.
	11. The contracting party handing over the cargo shall be obligated to verify the existence of the consignment note and the accompanying documents and that the required number of additional copies of consignment notes are included with each consignment. In the case of a missing consignment note or individual pages of the consignment note, the contracting party handing over the cargo shall be obligated to prepare a commercial instrument as well as prepare a new consignment note (new pages) to accompany the cargo to the station of destination in accordance with the implementation guidelines for the agreement on international transport of goods (SMGS SI) to replace the missing consignment note or missing pages thereof.
	12. Liability for the consequences of the loss of the consignment note, individual pages thereof or accompanying documents appended to the consignment note shall be borne by the contracting party at fault for the loss.
	13. The representative of the contracting party accepting the cargo shall be obligated to compare the instrument of handover and documents appended thereto, verify the existence of the accompanying documents specified in the consignment note and, after the inspection of the railway vehicles by all the relevant departments, make the necessary amendments and supplements to the instrument of handover. In doing so, the original text shall be corrected so that it can also be read at a later date and supplements can be made to.
	14. All corrections and supplements shall be certified by the signature of the representative and the date stamp of the handover station. The instrument of handover must not include any deletions.
	15. Similar amendments and supplements shall be made to the original instrument of handover received by way of communication channels and the corrected and coordinated instrument of handover shall be sent to the contracting parties.
	16. Checking the instrument of handover and making amendments and supplements thereto must not take longer than 4 (four) hours.
	17. Amendments and supplements made to the instrument of handover based on the results of acceptance shall be sent by way of communication channels to the handover station of the contracting party handing over the cargo no later than 4 (four) hours after the arrival of the train at the handover station of the contracting party accepting the cargo. If the contracting party handing over the cargo does not receive any notice on the results of acceptance within 4 (four) hours, the goods shall be deemed to have been handed over without complaints.

# Transfer and maintenance of freight carriages

* 1. To meet a train arriving at a frontier station, wagon inspectors go to a location at the acceptance track determined by the technological process of the maintenance workshop of the frontier station in due time. Wagon inspectors observe the moving train and identify, by external characteristics, possible malfunctions in the rolling surfaces of wheel pairs, - wheel sliders, bushing blocks,bogies and whether brakes are not engaged. If a wagon inspector discovers a malfunction in the carriage, they record the information of the respective carriage in the respective inspection document.
	2. Maintenance and repair of carriages is carried out in accordance with the technological process of the maintenance workshop of the station.
	3. Neighbouring railways hand over carriages authorised for running and complying with the technical conditions and requirements to one another in accordance with the legislative acts and legislation binding on both contracting parties.
	4. All empty carriages handed over must be accompanied by consignment of freight documents.
	5. If carriages are dispatches as “goods on own axles”, the acceptance and handover of carriages is possible only with the availability of a certificate confirming the technical working order of carriages.
	6. Full and empty carriages whose failures endanger the safety of train traffic and do not ensure the preservation of goods transported as well as carriages that have not been cleaned of the residue of goods transported and/or emptied of fasteners are not subject to handover.
	7. Full and empty carriages with failures that do not affect traffic safety or the preservation of goods transported are permitted for handover. The list of failures in the occurrence of which carriages, including transit carriages, are permitted to be handed over as well as the procedure for handover of such carriages and the list of documents to be prepared shall be determined with a separate agreement.
	8. The handover and acceptance of carriages is carried out separately by the technical representatives of both railways at the designated frontier stations for handover.
	9. The handover of carriages from the railway of one contracting party to the railway of another contracting party is carried out on the basis of an instrument of handover prepared by the contracting party handing over the carriage.
	10. The instruments of handover shall be signed by the representatives of the railway handing over the carriage and railway accepting the carriage and these shall be approved with the date stamp of both railways following the inspection of carriages presented for inspection or after the expiry of the time prescribed for inspection.
	11. Carriages shall be deemed to have been handed over from the signing and stamping of the instrument of handover by the contracting party accepting the carriage.
	12. Any corrections and deletions in the instrument of handover must be confirmed by the signature of the representative and the date stamp.
	13. Carriages that were not accepted must be crossed out in the instrument of handover, stating the reasons for the refusal to accept thereof, and returned to the railway of the contracting party handing over the carriages with one of the closest trains pursuant to a new instrument of handover, which shall also be accompanied by a general instrument or instrument on the form INU-53 in two copies, one of which shall be given to the representatives of both railways.
	14. Carriages that were not accepted shall remain on the balance sheet of the railway accepting the carriages until the moment of returning thereof.
	15. The representative of the railway accepting the carriages shall notify the representative of the railway handing over the carriages of the carriages that were not accepted no later than four hours after the arrival of the train at the frontier station for handover.
	16. The opinion of the contracting party accepting the carriages shall be decisive in the acceptance of the carriages. Emerging disagreements shall be settled with the participation of carriage management staff, undertaking a call-out to the respective frontier station for handover where necessary.
	17. Maintenance (technical inspection and non-uncoupled repairs) and uncoupled repairs are carried out using the resources and at the expense of the railway on whose railway the carriages to be serviced are located. Ongoing uncoupled repairs of privately owned freight carriages is carried out in accordance with a bilateral agreement of the railway carrying out the repairs and the owner of the carriage.
	18. The contracting party handing over the carriages shall be responsible for the technical condition and traffic safety of the carriages to be handed over until the signing of the instrument of handover and confirming thereof by a stamp of the contracting party accepting the carriages or until the reasons for refusing to accept the carriage have been presented.
	19. In order to ensure traffic safety, the contracting party handing over the carriages shall notify, through train dispatchers, the station operator of the frontier station of all the technical failures on carriages which are part of the trains to be handed over to the other contracting party identified on the road as well as of all the cases where the control apparatus for the technical condition of carriages starts working.
	20. For the rest, the procedure for the handover of carriages and the technical requirements for carriages upon handover shall be determined by the rules for the operation, numerical accounting and calculation of user fees for freight carriages owned by other states (Moscow, 24 May 1996) and other legislative acts and legislation binding on both contracting parties.

# Organising passenger train traffic

* 1. All passenger carriages, irrespective of their ownership, are permitted on the railways of the contracting parties, provided that they comply with the technical conditions and requirements specified in the legislative acts and legislation binding on both contracting parties.
	2. The procedure for maintenance and repair of passenger carriages is determined by the legislative and legislation binding on both contracting parties.
	3. The route, passage and running conditions of abnormal trains, service carriages and saloon carriages are coordinated in advance between contracting parties.
	4. No carriage charge is charged for the passage of abnormal trains, service carriages and saloon carriages as technical travel (with workers only, no passengers) unless the contracting parties have agreed otherwise.

**Appendix 2**

**List of key regulations and guidelines**

# 1. Technical inspection

* Organisation of maintenance of trains on the railway infrastructure of AS Eesti Raudtee. Chairman of the Management Board/Director General of AS Eesti Raudtee Directive No. 1-3.1/22 of 5 September 2017
* Правила эксплуатации, пономерного учета и расчетов за пользование грузовыми вагонами собственности других государств (утверждено 24.05.1996 г.)
* Правила эксплуатации и пономерного учета собственных грузовых вагонов в новой редакции (68-ой Совет по железнодорожному транспорту государств - участников Содружества, 17-18 мая 2018 г.)
* Инструкция по техническому обслуживанию вагонов в эксплуатации (инструкция осмотрщику вагонов) № 808-2017 ПКБ ЦВ (утверждено 05.2009 г.)
* Соглашение о технической передаче грузовых вагонов, имеющих незначительные неисправности, не влияющие на безопасность движения и сохранность перевозимых грузов (06.2009 г. Пограничное соглашение)
* Положение о системе технического обслуживания и ремонта грузовых вагонов, допущенных в обращение на железнодорожные пути общего пользования в международном сообщении (10.2012 г.)
* Соглашение о совместном использовании грузовых вагонов и контейнеров собственности государств-участников Содружества, Азербайджанской Республики, Республики Грузия, Латвийской Республики, Литовской Республики, Эстонской Республики (03.1993 г.)
* Правила эксплуатации тормозов подвижного состава (05.2008 г.)
* Общее руководство по ремонту тормозного оборудования вагонов 732 ЦВ-ЦЛ введена в действие с 01.08.2011.г. (05.2011 г.)
* Инструкция по ремонту и обслуживанию автосцепного устройства подвижного состава железных дорог (10.2010 г.)
* Руководящий документ по ремонту и техническому обслуживанию колесных пар с буксовыми узлами грузовых вагонов магистральных железных дорог колеи 1520 (1524мм) РД ВНИИЖТ 27.05.01-2017 утв. 10.2017 г. вводится в действие с 01.01.2018 г
* Вагоны грузовые магистральных железных дорог колеи 1520мм. Общие требования по обеспечению сохранности при производстве погрузочноразгрузочных и маневровых работ (1996)
* Порядок учета комплектации грузовых вагонов ходовыми частями с отражением их технического состояния (2010)
* Порядок происходящего в составе поезда коммерческого осмотра вагонов

(2003)

* Правила содержания грузовых вагонов при системе технического обслуживания и ремонта грузовых вагонов с учетом фактически выполненного объема работ (2012)

# 2. Commercial inspection

* Temporary railway border agreement between the Ministry of Roads of the Russian Federation and the Ministry of Roads and Communications of the Republic of Estonia (Moscow, 25 February 1992)
* Temporary railway border agreement between the Ministry of Roads of the Republic of Latvia and the Ministry of Roads and Communications of the Republic of Estonia, entered into on 24 March 1992
* Agreement on the joint use of freight carriages and containers owned by the Member States of the CIS, the Republic of Azerbaijan, Georgia, the Republic of Latvia, the Republic of Lithuania and the Republic of Estonia, 12 March 1993, Moscow
* [Safety cards,](http://www.evr.ee/?id=1100) approved at the 48th meeting of the Railway Transport Council of the CIS on 29–30 May 2008
* Instruction on hauling of out-of-gauge and heavy loads on the railroads of Member States of the CIS, the Republic of Lithuania, the Republic of Latvia and the Republic of Estonia (ДЧ-1835 SNG, Moscow, approved on 19 October 2001)
* Правила эксплуатации, пономерного учета и расчетов за пользование грузовыми вагонами собственности других государств (утверждено 24.05.1996 г.)
* Правила эксплуатации и пономерного учета собственных грузовых вагонов в новой редакции (68-ой Совет по железнодорожному транспорту государств - участников Содружества, 17-18 мая 2018 г.)
* Правилами эксплуатации, пономерного учета и расчетов за пользование универсальными контейнерами принадлежности железнодорожных администраций

* Agreement on the distribution of the inventory fleet of refrigerated carriages of the former Ministry of Roads of the USSR between Member States of the CIS, the Republic of Latvia, the Republic of Lithuania and the Republic of Estonia and on the future use thereof, approved on 27 May 1994
* Agreement on the distribution of the inventory fleet of freight carriages and containers of the former Ministry of Roads of the USSR between the Member States of the CIS, the Republic of Azerbaijan, the Republic of Georgia, the Republic of Latvia, the Republic of Lithuania and the Republic of Estonia and on the future use thereof, 22 January 1993, Minsk
* Procedure for passage of out-of-gauge loads, heavy loads and all goods loaded on carriages on the railway infrastructure of AS Eesti Raudtee, approved by the Chairman of the Management Board/Director General of AS Eesti Raudtee Directive No. 1-3.1/31 of 24 May 2016
* Положениями о разграничении ответственности между железными дорогами государств-участников СНГ, Грузии, Латвийской Республики, Литовской Республики, Эстонской Республики за несохранные перевозки (51 Совет по ж/д транспорту)
* Инструкцией о порядке совместных действий ж/д администраций государствучастников СНГ, Латвийской Республики, Литовской Республики, Эстонской Республики по служебному расследованию нарушений безопасности движения в поездной и маневровой работе
* Правила коммерческого осмотра поездов и вагонов (22.12.1995 with revisions of 2007)