

**HŽ PUTNIČKI PRIJEVOZ, d. o. o.**, Mihanovićeve 12,  
Zagreb,  
ki ga zastopa koordinator za EU projekte mr. Renato  
Humić, dipl.ing. (v nadaljevanju: prevoznik 1)

in

**SŽ-Potniški promet, d. o. o.**, Kolodvorska 11, 1506  
Ljubljana, ki jih zastopa direktor mag. Boštjan Koren  
(v nadaljevanju: prevoznik 2)

sklepajo

**HŽ PUTNIČKI PRIJEVOZ d.o.o.**, Zagreb, Mihanovićeve  
12, represented by Project coordinator for EU Funds  
Renato Humić M.Sc., with accreditation No. UP-47-6-  
14 signed at September 18<sup>th</sup>, 2014. (hereinafter  
referred to as »HŽ PP«)

and

**Slovenske železnice-Potniški promet, d. o. o.**,  
Kolodvorska 11, 1506 Ljubljana, represented by  
Boštjan Koren, MSc, Manager (hereinafter referred to  
as »SŽ PP«)

conclude the following

**DOGOVOR (MoU) O USKLAJEVANJU  
MEDNARODNEGA VOZNEGA REDA  
na relaciji Zagreb – Ljubljana - Trst**

**I. Splošna določila**

Predmet in osnova Dogovora

**1. Člen**

Predmet tega dogovora je urejanje administrativnega  
in tehničnega odnosa med železniškima  
prevoznikoma v smislu usklajevanja voznega reda na  
mednarodni ravni skladno z veljavno zakonodajo  
navedeno v nadaljevanju dogovora.

Storitev mednarodnega prevoza potnikov na trgu  
znotraj Evropske unije predstavlja storitev prevoza  
potnikov, pri kateri vlak prečka najmanj en mejni  
prehod države članice in pri katerem je osnovni cilj te  
storitve prevoz potnika med železniškima postajama  
držav članic. Vlak se lahko spne/razpne, različni deli  
vlaka pa majo lahko različna izhodne in dohodne  
postaje, pod pogojem, da vsi vagoni prečkajo najmanj  
en mejni prehod.

Prevoznika sklepata dogovor z namenom usklajevanja  
voznega reda na mednarodnih ravni, zaradi izvajanja  
kakovostnih storitev prevoza potnikov, in sicer v  
okviru projekta RAIL4SEE. Dogovor se nanaša na vozni  
red na relaciji med Zagrebom in Trstom s  
presedanjem v Ljubljani. Oba prevoznika si bosta  
prizadevala skleniti dogovor o usklajevanju voznega  
reda še s tretjim železniškim prevoznikom na relaciji  
Zagreb – Ljubljana – Trst, Trenitalia.

Prevoznika se s tem dogovorom obvežeta, da bosta  
spodbujala strateško partnerstvo in  
urejala/prilagajala vozni red s ciljem izvajanja  
obstoječe mobilnosti. Dogovor ne zahteva dodatne

**AGREEMENT (MoU) ON INTERNATIONAL TRAIN  
TIMETABLE HARMONIZATION  
on the Zagreb – Ljubljana – Trieste route**

**I. General provisions**

Purpose of the Agreement

**Article 1**

The purpose of the Agreement is to govern  
administrative and technical relationships between  
train operators HŽ PP and SŽ PP in terms of train  
timetable harmonization at international level.

*International passenger transportation service in  
domestic transportation market of the European  
Union is referred to as passenger transportation  
service, where the train crosses at least one border of  
the member state. The main objective of this service  
is the transportation of passengers between stations  
located in different member states. A train can be  
coupled and/or uncoupled. Different parts of the  
train can have different origin and destination  
stations provided that all passenger cars cross at least  
one border.*

The carriers conclude a MoU for the purpose of train  
timetable harmonization at international level in  
order to provide their customers with quality  
transportation services within the Rail4SEE project.  
Train timetable on the Zagreb – Trieste route,  
including change of trains in Ljubljana, is governed  
under this Agreement. Both carriers undertake to  
conclude the Agreement on train timetable  
harmonization on the Zagreb – Ljubljana – Trieste  
route with the third rail carrier Trenitalia.

organizacije partnerjev. Dogovor, ki je del promocije projekta Rail4SEE, v katerem sta HŽ Putnički prijevozi in RRA LUR polnopravna člana (SŽ-Potniški promet so podizvajalci RRA LUR), se bo podpisal v okviru aktivnosti 3.4 Regional and national policies for long term sustainability, projekta RAIL4SEE.

Namen strateškega projekta RAIL4SEE je integracija različnih transportnih nivojev za boljšo transportno povezanost v Jugovzhodni Evropi. Pogoj za uspešno integracijo so dobro razvita mestna železniška vozlišča in njihove regije. Večmodalna integracija transportnih sistemov se bo vršila na lokalni/mestni, regionalni in transnacionalni ravni.

S sklepanjem tega dogovora želimo spodbuditi mednarodno sodelovanje in izmenjavo izkušenj, s čimer bi pripomogli k utrjevanju mednarodnega statusa železnic kot zanesljivega in ekološko osveščenega prevoznika.

S tem dogovorom želimo spodbuditi razvoj prevoznih podjetij in organizacij železniškega prometa, osnovne dejavnosti podjetja in projekta na splošno.

Osnova za ta dogovor je zapisnik sestanka, ki je bil organiziran v okviru konference Forum Train Europe (FTE), 25. marca 2014 v Ljubljani.

The carriers undertake to promote strategic partnership and to govern/harmonize train timetable under this Agreement aiming at sustainable mobility. This Agreement does not require any further arrangement on the part of the partners. Simultaneously, this Agreement shall effect the promotion of the Rail4SEE project. HŽ PP and RRP LUR (Agency in charge of communication with SŽ PP) are full-fledged members of the Rail4SEE project and they shall be signatories in terms of activities 3.4 *Regional and national policies for long-term sustainability*.

RAIL4SEE is a strategic project. The purpose of this project is to establish clearly defined guidelines in terms of increasing the flow of passengers in multimodal public transportation in terms of major rail hubs in South East Europe as well as in terms of strengthening major rail hubs in South East Europe and improved connections between major rail hubs in South East Europe. The aim of this project is to promote international transport, which is completely based on market principles, as well as to connect cities of neighbouring countries and hubs of the South East European countries by high-speed trains.

Upon conclusion of such Agreement, the establishment of international cooperation and exchange of experience are being fostered.

The development of transport companies and rail traffic arrangement is fostered under this Agreement, as well as the promotion of core activities of the company and the project in general.

The minutes of the meeting, which was held in line with the Forum Train Europe conference in Ljubljana on 25 March 2014, provide the basis for drawing up this Agreement.

## II. Varnost in predpisi

Varnostna dovoljenja  
2. Člen

Stranki dogovora sta železniška prevoznika HŽ PP in SŽ-PP, ki imata veljavno dovoljenje za izvajanje storitev javnega prevoza v železniškem prometu na nacionalnem železniškem omrežju skladno z veljavno nacionalno zakonodajo posameznega prevoznika.

Operativni in tehnični predpisi

## II. Safety regulations

Safety certificates  
Article 2

The contracting parties hereto are HŽ PP and SŽ PP. HŽ PP and SŽ PP have a valid license for the provision of public transport services in rail traffic in compliance with laws in force of each carrier.

Operating and technical regulations

### 3. Člen

Obe stranki dogovora potrjujeta, da bosta postopali v skladu z veljavnimi predpisi, ki se nanašajo na nacionalno železniško zakonodajo posameznega prevoznika, še posebej:

- Zakon o železnici („Narodne Novine“, št. 94/13) in podzakonski akti sprejeti pri tem zakonu,
- Zakonom o sigurnosti u železničkom prometu („Narodne Novine“, št. 81/13) in podzakonski akti sprejeti pri tem zakonu,
- Zakon o varnosti v železniškem prometu (Uradni list RS, št. 56/13 - uradno prečiščeno besedilo in 91/13).

### Točnost vlakov in vozni park 4. Člen

Obe stranki dogovora se obvezujeta, da bosta naredili vse, da do zamud ne bo prihajalo iz razlogov na strani prevoznika. Prevoznika se bosta med seboj sproti obveščala o morebitnih spremembah in izrednostih, ki vplivajo na izvajanje prevoza.

Prevoznika bosta izvajala prevoz z obstoječim voznim parkom, ki mora biti v skladu z določili varnosti v prometu in zahtevami veljavnega voznega reda.

### Nadomeščanje vlakov 5. Člen

Prevoznika se zavežeta, da bosta organizirala in krila stroške nadomeščanja vlakov z avtobusnim prevozom za preostali del prevoza, če na delu omrežja, po katerem posamezen prevoznik opravlja prevoz, pride do izrednosti v prometu oziroma nezmožnosti uporabe predvidenih kapacitet. Prevoznik se obvezuje, da bo storitev nadomeščanja izvedel z najmanjšimi možnimi zamudami.

### Tehnični podatki 6. Člen

Stranki dogovora se dogovorita, da njuno sodelovanje obsega izvajanje redne železniške potniške povezave z Italijo z vlaki št. 410 in 411 iz Zagreba (relacija Beograd-Ljubljana-Beograd) s presedanjem potnikov v Ljubljani na vlake 2630/1896 in 1899/2617 za Villo

### Article 3

The contracting parties amicably arrange to proceed in compliance with regulations in force in rail traffic, particularly:

- Railway Act (»Official Gazette« No. 94/13) and by-laws enacted under this Act,
- Railway Safety Act (»Official Gazette« No. 81/13) and by-laws enacted under this Act,
- Railway Safety Act (Official Gazette of the Republic of Slovenia No. 56/13 – revised text and 91/13).

### Punctuality of trains and rolling stock Article 4

The contracting parties undertake to do their best to provide the highest possible punctuality of trains. The carriers shall inform each other without delay about the changes, which have an impact on transportation operations.

When providing transportation, the rail carrier shall deploy rolling stock, which has to fulfil safety conditions in terms of transport, conditions in terms of transportation performance in compliance with timetable in force, as well as conditions which facilitate the execution of transport.

### Substitution of trains Article 5

The rail carrier undertakes to arrange and bear costs of substitution of trains by buses in the event of traffic disruption resp. failure to use the capacity allocated. The rail carrier undertakes to substitute trains with the minimum delay possible.

### Technical data Article 6

The intention and verbal agreement between rail operators SŽ Potniški promet and HŽ Putnički prijevoz are governed by this Agreement for the purpose of maintaining regular rail connection with Italy by Train No. 410 and 411 from Zagreb (Belgrade-Ljubljana-

Opicino in povezave z rednimi avtobusnimi linijami proti Trstu.

Vlak št. 410 vozi kot nočni vlak na relaciji Beograd-Zagreb-Ljubljana v sestavi SŽ in ŽS vagonov s storitvijo prvega in drugega razreda ter vagona z ležalniki. V Ljubljano pripelje ob 7:21 s povezavo na lokalni vlak št. 2630 od Ljubljane do Sežane z odhodom ob 8:10 in v nadaljevanju na vlak št. 1897 od Sežane do Ville Opicine.

Vlak št. 411 vozi kot nočni vlak na relacije Ljubljana-Zagreb-Beograd v sestavi SŽ in ŽS vagonov s storitvijo prvega in drugega razreda ter vagona z ležalniki. Odhod vlaka iz Ljubljane je ob 21:05 s povezavo vlaka št. 1899 iz Ville Opicine z uro odhoda ob 17:24, v nadaljevanju na vlak št. 2617 iz Sežane proti Ljubljani. Prihod v Ljubljano je ob 19:29, skladno z voznim redom 2014/2015.

Vozni red odhodov vlakov se lahko do pričetka veljavnosti voznega reda še nekoliko spremeni, kar uskladiata oba prevoznika med sabo.

Belgrade route) with a transfer to Train No. 2630/1896 and 1899/2617 in Ljubljana to Villa Opicina and by reaching connection to regular bus lines to Trieste.

Train No. 410 operates on the Belgrade – Zagreb – Ljubljana route as a night train within a train set consisting of SZ and ZS passenger cars, providing 1st and 2nd class service as well as a couchette. It arrives in Ljubljana at 07:21am and reaches connection to local train no. 2630 from Ljubljana to Sežana, which departs at 08:10am, following Train No. 1897 from Sežana to Villa Opicina.

Train No. 411 operates on the Ljubljana – Zagreb – Belgrade route as a night train within a train set consisting of SZ and ZS passenger cars, providing 1st and 2nd class service as well as a couchette. It departs from Ljubljana at 09:05pm with Train No. 1899 connection from Villa Opicina, which departs at 05:24pm, following Train No. 2617 from Sežana to Ljubljana. It arrives in Ljubljana at 07:29pm, according to the timetable for the year 2014/2015.

From the beginning of timetable validity, train departure times can be modified several times, which is mutually to be harmonized by the carriers.

### III. Tehnična določila dogovora

#### Trajanje dogovora 7. Člen

Ta dogovor je začasen in se sklone za obdobje voznega reda. Po preteku veljavnosti sporazuma bosta prevoznika nadaljevala z aktivnostmi usklajevanja voznih redov.

Obe stranki dogovora imata možnost prekinitve dogovora pred iztekom, če nastopijo posebne okoliščine.

#### Izvedba 8. Člen

Za izvedbo določil tega dogovora sta odgovorna oba prevoznika, HŽ Putnički prijevoz, d.o.o. in SŽ-Potniški promet, d.o.o.

### III. Technical provisions of the Agreement

#### Duration and Termination of the Agreement Article 7

This Agreement is provisional in nature. It is concluded for the period of timetable validity. Upon expiry, both carriers shall proceed with the activities regarding timetable harmonization.

Either party may terminate this Agreement (prior to its expiry) in defined circumstances.

#### Implementation Article 8

The bodies in charge of the implementation of the provisions of this Agreement are HŽ Putnički prijevoz d.o.o. and Slovenske železnice-Potniški promet d.o.o.

9. Člen

Article 9

Stranki (prevoznika) bosta morebitne spore iz naslova tega dogovora uredili sporazumno.

In the event of a dispute arising out of or relating to this Agreement, the contracting parties (carriers) shall endeavour to settle the dispute amicably.

Pričetek veljavnosti  
10. Člen

Entry into force  
Article 10

Ta dogovor prične veljati z dnem, ko ga podpišeta obe stranki, izvajanje dogovora pa se prične s pričetkom voznega reda 2014/2015. Obe stranki s podpisom pristaneta na izvajanje pravic in obveznosti iz tega dogovora.

The Agreement shall enter into force on the date on which it is signed by the contracting parties. It shall apply on the date of entry into force of the timetable for the year 2014/2015.

Ta dogovor je sestavljen iz 6 (šestih) enakih izvodih v hrvaškem in slovenskem, pri čemer je vseh šest izvodov enakovrednih, vsaka stranka pa prejme 3 (tri) izvode.

The parties hereby expressly declare to have read and understood the provisions of this Contract and in witness of their approval to rights and obligations contained herein, sign the Agreement.

The Agreement has been drawn up in 6 (six) identical copies in Croatian, Slovenian and English, 3 (three) copies for each contracting party, all six copies being equally authentic.

V Ljubljani, 24.9.2014

Ljubljana, 24 September 2014

Za HŽ Putnički prijevoz d. o. o.:  
Mr. Renato Humić, dipl.ing

On Behalf of HŽ Putnički prijevoz d. o. o.:  
Renato Humić, M.Sc.

Za SŽ-Potniški promet, d. o. o.:  
Direktor, mag. Boštjan Koren

On Behalf of SŽ-Potniški promet, d. o. o.:  
Boštjan Koren, MSc, Manager