

Moving Europe towards a sustainable and  
safe railway system without frontiers.

# General conditions applicable to chargeable services

## *under article 43 of the Agency Regulation*

### 1. SCOPE OF APPLICATION

1.1 These General Conditions apply to the European Union Agency for Railways ('the Agency') for the provision of assistance in the form of training or other appropriate activities by it and any other legal or natural person ('the Requesting party').

These General Conditions shall come into effect when either:

1. *the Requesting party completes the Online Registration Process for a training or other appropriate activity (including those provided via the e-learning platform); or*
2. *upon receipt by the Agency of the contract ('the Contract') for assistance (including training or other appropriate activities) signed by the Requesting party in conformity with*
  - *Article 64(2)(d) and Article 80(2)(c) of Regulation (EU) 2016/796<sup>1</sup> (the Agency Regulation);*
  - *Decision n° 338 of the Management Board on the recovery of cost of the Agency's assistance in the form of trainings and other appropriate activities<sup>2</sup>;*
  - *Decision n° 302 of the Management Board setting out a calculation method for the annual indexation of the amounts referred to in the Annex to Commission Implementing Regulation (EU) 2018/764<sup>3</sup>; and*
  - *the Decisions of the Executive Director of the European Union Agency for Railways on the indexation of the amounts of fees and charges adopted pursuant to MB Decision 302 of 11.09.2022.*

1.2 The term 'assistance' comprises training and other appropriate activities as provided for in Article 43 of the Agency Regulation.

### 2. PROVISION OF THE ASSISTANCE

2.1 The Agency shall provide the assistance with due care, efficiency, and diligence in accordance with these general conditions on the basis of the relevant EU legal framework in force.

2.2 The Agency reserves the right to modify the content of any training course or other appropriate activity at any time and without notice.

2.3 As necessary, the Agency shall provide materials for the training or other appropriate activity in the form of videos, presentations or other training materials related to the assistance requested by the Requesting party.

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<sup>1</sup> *Regulation (EU) 2016/796 of the European Parliament and of the Council of 11 May 2016 on the European Union Agency for Railways and repealing Regulation (EC) No 881/2004 (OJ L 138, 26.5.2016, p. 1).*

<sup>2</sup> *[Decision n° 338 of the Management Board of the European Union Agency for Railways repealing Decisions, n° 189, n° 213, n°245, and n°321, 21.11.2023.](#)*

<sup>3</sup> *[Decision n° 302 setting out a calculation method for the annual indexation of the amounts referred to in the Annex to Commission Implementing Regulation \(EU\) 2018/764, 09.11.2022.](#)*

### 3. REQUESTING PARTY'S OBLIGATIONS

3.1 The Requesting party shall cooperate with the Agency in all matters relating to the training and other appropriate activities.

The Requesting party shall also take note of the obligations related to intellectual property rights and payments.

3.2 Where the assistance is to be provided at the premises of the Requesting party, it shall provide the Agency with access, space, and any equipment necessary for the delivery of the assistance.

3.3 Except as otherwise consented to in writing by the Agency, the Requesting party and its employees, agents, representatives or contractors/third parties, if any, shall not disclose, cause or permit to be disclosed, send, or transmit through any medium the training material or allow any person or entity to save in any location the training material provided by the Agency.

### 4. LIABILITY

4.1 The Agency cannot be held liable for any direct or indirect loss or damage caused to the Requesting party or any third party as a consequence of provision of the training or other appropriate activity by the Agency.

4.2 As the authoritative interpretation of the EU legislation is the exclusive competence of the Court of Justice of the European Union ('CJEU'), the Agency cannot be held liable for any assessment, advice or opinion issued by any means to the Requesting party in relation to the assistance delivered in the context of Article 43 of Regulation (EU) 2016/796.

4.3 In any event, the Agency's liability for any direct or indirect loss or damage caused to the Requesting party as a consequence of provision of the assistance by the Agency, shall be limited to an amount not exceeding the total amount of the charges paid by the Requesting party for that assistance.

### 5. PROCESSING OF PERSONAL DATA

#### *Processing of personal data by the Agency*

5.1 Any personal data included in or relating to the provision of the assistance, including its implementation, shall be processed in accordance with Regulation (EU) 2018/1725<sup>4</sup>.

Should the Requesting party or any other person whose personal data is processed in relation to the provision of the assistance have any queries concerning the processing of their personal data, they shall address themselves to the Data Protection Officer of the data controller ([DPO@era.europa.eu](mailto:DPO@era.europa.eu)). You have the right to lodge a complaint at any time to the European Data Protection Supervisor.

You have the right to have recourse (i.e. you can lodge a complaint) to the European Data Protection Supervisor ([edps@edps.europa.eu](mailto:edps@edps.europa.eu)) if you consider that your rights under Regulation (EU) 2018/1725 have been infringed as a result of the processing of your personal data by the Data Controller.

The European Data Protection Supervisor is acting as an independent supervisory authority. The EDPS makes sure that all EU institutions and bodies respect people's right to privacy when processing their personal data.

#### *Processing of personal data by the Requesting party*

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<sup>4</sup> Regulation (EU) 2018/1725 of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295/39, 21.11.2018, p. 39).

5.2 The processing of personal data by the Requesting party shall meet the requirements of Regulation (EU) 2016/679<sup>5</sup>.

## 6. INTELLECTUAL PROPERTY RIGHTS

6.1 For trainings under Article 43 of the Agency Regulation, all training material shall remain the exclusive property of the Agency, and no right, title, or interest in or to any of the training material is transferred to the Requesting party. No part of the payment for assistance can be construed in any way to entail that any rights to the training material is transferred to the Requesting party.

6.2 The Requesting party shall take all actions necessary (such as forbidding the recording of the entirety or parts of the assistance material) to ensure that the material is not disclosed to or seen, used, or obtained by any person or entity except in accordance with these general conditions.

6.3 No reproductions, scans or copies (whole or in part) shall be made of the assistance material, or any material used for the provided assistance without the prior written consent of the Agency. This includes translations of or commentary on the material provided by the Agency.

## 7. FORCE MAJEURE

7.1 If a Party is affected by force majeure, it must immediately notify the other Party, stating the nature of the circumstances, their likely duration, and foreseeable effects.

7.2 A party is not liable for any delay or failure to perform its obligations under these general conditions if that delay or failure is a result of force majeure. If the Agency is unable to fulfil its contractual obligations owing to force majeure, it has the right to remuneration only for the services actually provided.

7.3 The parties must take all necessary measures to limit any damage due to force majeure.

7.4 For the purpose of this provision, the term 'force majeure', as used herein covers any unforeseeable events, not within the control of either Party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lockouts or other industrial disturbances, acts of terrorism insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions.

## 8. SUBCONTRACTING

The Agency may subcontract to natural (e.g., external experts) or legal persons all or part of its tasks related to the provision of the assistance under these general conditions. The Agency remains solely responsible and liable for the acts of its subcontractors.

## 9. CHARGES AND INVOICES

9.1 The Agency shall levy charges for the provision of training services and other appropriate activities in accordance with Decision n° 338 of the Management Board of 21 November 2023.

9.2 The charges are calculated as specified in Annex to Decision n°338 of the Management Board.

9.3 The Agency shall issue an invoice for the charges due to organisations' participation, within no more than 60 [sixty] calendar days from the date when the assistance ended or when the Contract is terminated.

9.4 For individuals' participation a debit note shall be issued following to the payment processing.

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<sup>5</sup> Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L L119, 4.5.2016, p. 1).

9.5 The Agency is exempt from all taxes and duties, including VAT, in accordance with Articles 3 and 4 of the Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union.

## 10. PAYMENTS

10.1 The Requesting party can pay charges through:

- o Bank transfer: upon receipt of Agency's invoice.

The Requesting party shall pay the amount due in full, including any bank charges related to the payment. The notification date shall be the date on which the invoice is sent by the Agency.

10.2 Payments shall be denominated in euro and shall be executed to the bank account indicated in the registration webpage/contract. All payments shall bear the Agency invoice number, to ensure that the payment is identified and allocated to the correct account.

10.3 The payment shall be deemed to have been effected on the day the Agency's financial account is credited.

10.4 If the Agency's account is not credited by the deadline, the Agency may cancel the registration of participation.

## 11. CHANGES TO THE REGISTRATION. CANCELLATION/ REFUND

11.1 If the Requesting party is unable to participate to the assistance in the form of training or other appropriate activities for a justified reason, a replacement may be accepted if notified in writing.

11.2 If the Requesting party is unable to participate to the assistance in the form of training or other appropriate activities for a justified reason, and no replacement can take place, a request for refund may be submitted, deducting administrative costs, if any.

11.3 No refund is provided if the Requesting party does not participate in the assistance or other appropriate activity, under Article 43 of the Agency Regulation, without prior notification in writing.

11.4 Notwithstanding the above clauses, the Agency reserves the right to cancel training or other appropriate activities, under Article 43 of the Agency Regulation, at any time, without incurring additional liability. In such circumstances, the Agency will offer the Requesting party a choice between alternative dates for providing the assistance services (chosen at the sole discretion of the Agency), a full refund, or a credit note.

## 12. APPLICABLE LAW AND DISPUTE SETTLEMENT

12.1 The general conditions are governed by European Union law and are supplemented, where necessary, by the laws of France (excluding choice of law provisions).

12.2 Disputes concerning the general conditions (and Contract's interpretation), application or validity that cannot be settled amicably must be brought before the competent courts of Valenciennes (France).