

## 1 General Information

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### 1.1 Introduction

This document is intended solely for European Electronic Toll Service (EETS) Providers in the context of the EETS Decision of the European Commission 2009/750/EC. The purpose of this Toll Domain Statement is to set out the general conditions for EETS Providers for accessing the Dublin Tunnel toll domain. This toll domain statement does not constitute an offer to enter into an agreement.

Transport Infrastructure Ireland (TII) reserves the right to make changes to the requirements listed below at any time.

### 1.2 Interoperable Electronic Tolling Collection in Ireland

In conjunction with delivering a state-of-the art motorway network in Ireland, the National Roads Authority (NRA), operating under the name TII, has supported Electronic Toll Collection (ETC) on all Irish roads and full national interoperability for all ETC Service Users across that network. This proactive approach has benefitted Irish road users by improving traffic flows, reducing congestion and improving road safety across the national road network.

There are currently ten toll roads on the national network and one on the local network. Eight of these toll roads have been funded using Public Private Partnership (PPP) and the associated tolling facilities are maintained and operated by the PPP concessionaires. Two of the facilities, M50 and Dublin Tunnel, are operated under contract on behalf of the TII. In addition, the East-Link bridge is operated by Dublin City Council (DCC). All toll facilities incorporate ETC as a means of toll payment.

In addition, TII established, and continues to manage, the provision of Interoperability Management Services (IMS) as an interoperability hub to facilitate national interoperability. This IMS is operated under contract on behalf of TII by the Interoperability Management Service Provider (IMSP).

The National interoperability stakeholders comprise:

- Environment Management: TII provides this environment management structure by procuring the IMS;
- IMSP: The Interoperability Management Service Provider, providing the interoperability management service under contract to TII;
- Toll Chargers (TCs): entities charged with operating the toll roads and authorised to collect tolls, including the PPP concessionaires, TII and DCC; all accept ETC as a payment method on their facilities. Please note that where the term TC is used in this Toll Domain Statement, this may be taken to mean TII as owner of the Dublin Tunnel or the operator of the Dublin Tunnel as procured by TII;
- Toll Service Providers (TSPs): The entities that issue tags and manage ETC Service User accounts. They consist of PPP concessionaires, TII (via eFlow) and two independent tag service providers (Easytrip and ParkMagic); and
- Service Users: These are the ETC Service Users who have registered for an account with the TSP.

There are number of agreements that form part of the Irish interoperability system and that, under normal circumstances<sup>1</sup>, parties are required to sign up to. These agreements are as follows:

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<sup>1</sup> Parties are entitled to become interoperable with each other without these agreements. However, to become interoperable with TII on the Dublin Tunnel it is necessary to sign up to the IFA and to form a TCA with TII.

Document	Description of Contents
Interoperability Framework Agreement (IFA)	<ul style="list-style-type: none"> <li>• Terms and Conditions for entities who register as TSPs and TCs;</li> <li>• Data Exchange requirements;</li> <li>• Interoperability rules; and</li> <li>• New Entrant Suitability for Use Procedures.</li> </ul>
Toll Collection Agreement (TCA)	<ul style="list-style-type: none"> <li>• Commercial terms between parties, including collection fee;</li> <li>• Responsibilities of respective parties; and</li> <li>• Arrangements for the administration and settlement of payments between TCs and TSPs.</li> </ul>
Supplemental Agreements	Other agreements as may be necessary / advised.

Registration as a TSP within this national interoperability scheme is a pre-requisite for any entity who wishes to offer the services of a TSP in Ireland. The terms and conditions for such registrations are provided on a non-discriminatory basis. Further detail of the process for a new TSP entering the Irish national interoperability scheme is described in Section 4.

Further details of the national interoperability agreements are available from:

Transport Infrastructure Ireland,  
 Head of Tolling Operations,  
 Parkgate Business Centre,  
 Parkgate Street,  
 Dublin 8,  
 D08 DK10

## 2 Procedural Conditions

### 2.1 Toll Transaction Policy

#### 2.1.1 Geography subject to the toll or charge

Section	Notes
The legal basis by which a toll/charge can be levied by the Scheme	Bye-Laws for the Dublin Port Tunnel made pursuant to the Roads Act 1993 (as amended). Bye-Laws of the Dublin Tunnel can be found at: <a href="http://tii.ie/roads-tolling/tolling-information/statutory-notices/">tii.ie/roads-tolling/tolling-information/statutory-notices/</a> .
The overall area to which the Scheme applies	The Dublin Tunnel is located in the Dublin area and connects the M1 (south of Dublin Airport) to the docklands.
Charged roads/infrastructure	Dublin Tunnel.

#### 2.1.2 General description of the transaction creation

A transaction is created for each vehicle that passes through the barriered toll plazas at either approach to the Dublin Tunnel. The following summarise the creation of a transaction:

- The Dublin Tunnel has two barriered toll plazas at entry to both approaches to the tunnel. Passage can be achieved at the plaza by either using an ETC lane or a cash / card manually operated lane.
- The ETC lane used Dedicated Short Range Communication (DSRC) beacons to interact with an On Board Unit (OBU) contained with the vehicle.
- Independent Vehicle Classification Systems (IVCS), such as inductive loops and lasers, are used at the plaza to classify the approaching vehicle. Additionally, vehicles equipped with an OBU are also classified using the data contained within the Consolidated ETC White List<sup>2</sup> to ensure correctness. Non-OBU vehicles can be verified by the toll plaza operators.
- If there is a discrepancy in classification identified by the Service User, the transaction may be disputed and further evidence (such as photographs of the vehicle) may be used to ensure the Service User is correctly charged.
- The system will check if the transaction is a valid passage. Each Service User holder is able to carry out a transaction if that OBU on the TC's valid issuer list<sup>3</sup> and not on the Consolidated Black List<sup>4</sup>.
- OBUs and Roadside Equipment (RSE) must be encoded with authentication and access keys provided by the IMSP in order for the OBU to be processed.
- Charging and Enforcement Information (CEI) files are generated upon passage of the vehicle. The CEI files contain information regarding the vehicle passage required for the charging of a toll.
- The IMSP will consolidate the CEI files from each interoperable TC and will create consolidated CEI files for each TSP, detailing all the transactions completed by each of its Service Users on the different toll points.
- The IMSP will generate settlement statements based on the charging information received, setting out the total amount of toll revenue that the TSP owes the TC for the settlement period. The settlement period is to be agreed between the TC and TSP<sup>5</sup>.
- TCs will issue invoices to the relevant TSPs on the basis of the IMSP settlement statement less any services charges as documented in the TCA between each TC and TSP.
- Payment may be demanded from the Service User by alternative means (i.e. treated as unregistered) should the OBU details:
  - a) not appear on a valid consolidated white list,
  - b) appear on both the consolidated white list and the consolidated black list at the same time,
  - c) not be recognised by the toll system for reasons other than a) or b) above.

### 2.1.3 Toll context data

This section sets out more detail on the tolls that Service Users have to pay to use the TC's domain.

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<sup>2</sup> ETC White List means, in respect of a TSP, at any particular time, a list of all OBUs issued by that TSP including the class of vehicles in respect of which such OBU has been issued. The Consolidated ETC White List is a combination of the ETC White Lists of each interoperable TSP, consolidated by the IMSP.

<sup>3</sup> Typically, the Consolidated White List functions as the Valid Issuer List. Where a TC is not interoperable with all TSPs operating in Ireland, the IMSP will generate a Consolidated White List bespoke to that TC that will include the OBUs only of TSPs with whom the TC is interoperable.

<sup>4</sup> ETC Black List means, in respect of TSP, at any particular time, a list of the OBU issued by that TSP, as the case may be, which are not acceptable for the purpose of, or in connection with, an ETC transaction. The Consolidated ETC Black List is a combination of the ETC Black Lists of each interoperable TSP, consolidated by the IMSP.

<sup>5</sup> This procedure is further explained under section 2.2.1.

### 2.1.3.1 Nature of toll or charge

Section	Notes
Charging days	All days of the year are tolled.
Charging hours	Toll rates vary according to direction travelled and time of day as set out in section 2.1.3.2.
Summary of how the charge is calculated	The toll rates applied are set by TII in accordance with the Bye-Laws. These stipulate the Base Tolls which can be adjusted annually taking into account changes in the Consumer Price Index. A list of tolls will be published in a national daily newspaper before the 1 <sup>st</sup> January of the relevant year.

### 2.1.3.2 Standard road user charges payable

The different applicable charges are:

#### Pricing table-prices valid from 1<sup>st</sup> January 2018

Vehicle type	Applicable Tolls
Cars, taxis, motorcycles and car vans/light commercial vehicles of 3,500 kilograms and under	<p>Southbound (Santry to Dublin Port):</p> <ul style="list-style-type: none"> <li>• €10 between 6am to 10am Monday to Friday;</li> <li>• €3 at all other times including Public Holidays.</li> </ul> <p>Northbound (Dublin Port to Santry):</p> <ul style="list-style-type: none"> <li>• €10 between 4pm to 7pm Monday to Friday;</li> <li>• €3 at all other times including Public Holidays</li> </ul>

### 2.1.3.3 Eligibility and exemptions

All the vehicles are subject to toll payment except the following categories explicitly specified below:

1. Goods vehicles with a design gross vehicle weight exceeding 3,500 kilograms.
2. Ambulances and Fire Brigade Vehicles.
3. Vehicles used by members of the Garda Síochána or Defence Forces in the performance of their duties as such members.
4. Dublin City Council Vehicles used in the performance of the functions and duties of Dublin City Council.
5. Vehicles used by the Operator appointed to operate and maintain the Dublin Tunnel, in the performance of duties in relation to the Dublin Tunnel.
6. Buses or Coaches with seating for greater than twenty five (25) passengers where such Bus or Coach is a “public service vehicle” within the meaning of Section 3 of the Road Traffic Act 1961.

7. Specially adapted vehicles driven by disabled persons.

### 2.1.3.4 Procedure where payment is not made

Section	Notes
Time limit for compliance	Tolls are paid at the toll plaza by either cashier, coin machine or ETC.
Penalty charge or fine levels	Tolls tariffs must be paid at the time of use at the Toll Plaza. At the discretion of TC penalty charges or fines may be applied for non-payment of tolls.
Penalty charge or fine processes	Offenders may be pursued through the Courts for penalty charges or fines.
Channels and payment means for penalty charges or fines	The offender is liable to pay the full value of the toll and may be pursued through the courts.

### 2.1.4 White, black and grey lists

The mandatory content, schedule and update frequency for both the ETC White and Black List according to the Irish national interoperability scheme are detailed in the following table:

List	Content				Update
Type	Tag Name	Full Name	Comment	Field Type	Frequency
White	<ul style="list-style-type: none"> <li>cm</li> <li>obu</li> <li>vc</li> <li>vm</li> </ul>	Context Mark OBU Vehicle Class Vehicle Registration Number	Unique issuer identifier Unique OBU identifier Universal class Vehicle licence plate	nvarchar(25) nvarchar(25) integer nvarchar(100)	Twice Daily at 10:00 and 16:00
Black	<ul style="list-style-type: none"> <li>cm</li> <li>obu</li> <li>rs</li> </ul>	Context Mark OBU Reason	Unique issuer identifier Unique OBU identifier Reason code for black listing	nvarchar(25) nvarchar(25) nvarchar(256)	Hourly

For completeness, the following table details the mandatory content, schedule and update frequency for the ETC Grey List.

List	Content				Update
Type	Tag Name	Full Name	Comment	Field Type	Frequency
Grey	<ul style="list-style-type: none"> <li>cm</li> <li>obu</li> <li>rs</li> </ul>	Context Mark OBU Reason	Unique issuer identifier Unique OBU identifier Reason code for grey listing	nvarchar(25) nvarchar(25) nvarchar(256)	Hourly

## 2.2 Procedures and Service Level Agreement

Section	Notes
Standards and specifications	<p>As set out in the IFA and as may be updated by the IMSP. These currently include:</p> <ul style="list-style-type: none"> <li>• EU General Data Protection Regulation 2016/679</li> <li>• Data Protection Act 2018</li> <li>• ISO 17575 – Electronic Fee Collection</li> <li>• Roads Act 1993</li> </ul> <p>The roadside ETC transaction protocols used by the IMSP are:</p> <ul style="list-style-type: none"> <li>• A1</li> <li>• CESARE</li> <li>• TIS</li> </ul>
Frequency of updates	Service Users are to be issued with updates, such as increases in toll rates, to allow for sufficient time for the Service User to become aware of any changes and respond accordingly.
Toll charge accuracy	The TSP is responsible for ensuring that any issues with ETC charging are addressed as soon as reasonably possible. Where the TC deems that the TSP is not resolving issues related to toll charge accuracy <sup>6</sup> in reasonable timeframe, they may initiate dispute procedures as outlined overleaf. If deemed necessary accuracy percentages are to be agreed bilaterally and documented in the TCAs between the parties
Operational availability performance	Each TC, TSP and the IMSP has obligations under the IFA with respect to the transfer of interoperability-related files. Further operational availability performance requirements may be set out in the TCA.
Other KPIs	To be agreed bilaterally and documented in the TCAs that are agreed between the parties.
Service level agreements	Service level agreements for TCs and TSPs are set out in the IFA and the relevant TCAs.
Service level penalties	To be agreed bilaterally and documented in the TCAs between the parties.

<sup>6</sup> Toll charge accuracy refers to the correctness of the vehicle classification used to charge the Service User for their toll passage.

Dispute procedure	<p>A disputes resolution procedure relating to interoperability is set out in the IFA. A further dispute procedure is included in the TCA.</p> <p>Under the IFA, all parties are expected to cooperate in good faith with each other. Any technical or operational issues arising shall first be referred to the TC's and TSP's representatives who shall endeavour to resolve the issue. If such issue fails to be resolved within 20 working days of the issue arising, then disputes will be resolved by an Independent Expert with reasonable knowledge of the field.</p> <p>If any party in the dispute is dissatisfied with the decision of the Independent Expert, they may commence arbitration in respect to the dispute.</p> <p>Separately, with respect to the EETS, the National Transport Authority of Ireland, under European Commission Decision 2009/750/EC, has been appointed as the National Conciliation Body for Ireland.</p> <p>Further information on the National Conciliation Body can be found at: <a href="https://www.nationaltransport.ie/wp-content/uploads/2011/12/Conciliation_Procedure_in_relation_to_disputes_between_European_Electronic_Toll_Service_Providers_Toll_Chargers_-_March_2014.pdf">https://www.nationaltransport.ie/wp-content/uploads/2011/12/Conciliation_Procedure_in_relation_to_disputes_between_European_Electronic_Toll_Service_Providers_Toll_Chargers_-_March_2014.pdf</a></p>
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## 2.2.1 Toll Declaration

The Dublin Tunnel Toll Charger will issue the toll declarations for Service User passages in the CEI batched files to the IMSP according to the content and schedule detailed in the following table below. The IMSP will extract all transactions specific to each TSP from this file and consolidate these transactions with all other relevant transactions from other TCs. The IMSP will send the Consolidated Charging and Enforcement Information (CCEI) file to each respective TSP.

List	Content				Update
Type	Tag Name	Full Name	Comment	Field Type	Frequency
CEI	• sp	Service Provider	Unique TC identifier	integer	Every 3 hours from 6:30 AM to 9:30 PM: - 6:30 AM - 9:30 AM - 12:30 PM - 3:30 PM - 6:30 PM - 9:30 PM
	• cm	Context Mark	Detected OBU issuer identifier	nvarchar(25)	
	• obu	OBU	Detected OBU identifier	nvarchar(256)	
	• type	Type	Defaulted to ETC	nvarchar(10)	
	• date	Date	Date and time of the passage (format YYYYMMDDhhmmss)	datetime	
	• vc	Vehicle Class	Universal class	integer	
	• loc	Locality	Unique identifier of plaza/lane	integer	
	• bid	Beacon Identifier	Unique beacon identifier	integer	
	• avi	AVI	Toll charge including VAT	float	
	• ave	AVE	Toll charge excluding VAT	float	
	• res	Resolution	Code identifier for type of transaction processing	nvarchar(10)	
	• num	Num	Unique identifier of the passage in TC system	integer	
	• enf	Enforcement	Passage enforcement status	nvarchar(50)	
	• vrn	Vehicle Registration Number	Read vehicle licence plate	nvarchar(100)	

## 2.3 Invoicing and Payment Policy

Section	Notes
Settlement Statement	The IMSP issues a Settlement Statement to the TC and TSP setting out the amounts owed by or to such TC or TSP by or to each other TC or TSP. Settlement Statements are issued at a frequency to be agreed between the TC and TSP.
TC invoicing TSP	The TC issues a payment request to the TSP for an amount equal to settlement amount set out in the Settlement Statement issued by the IMSP less the collection fee due to the TSP. Details of the payment process are set out in the TCA.
TSP paying TC	Payments are made by electronic funds transfer to an account specified by the TC. Further details are set out in the TCA.

## 2.4 Commercial Conditions

### 2.4.1 Requirements to be met by the Toll Charger

Section	Notes
Signs and signals	Signage and Variable Message Signs (VMS) signals are provided at the toll plaza to indicate the following: <ul style="list-style-type: none"> <li>• Lanes for different vehicle types;</li> <li>• Lanes for different payment methods, including ETC;</li> <li>• Open and closed lanes;</li> <li>• Speed limits;</li> <li>• Safe distances between vehicles; and</li> <li>• Various other safety and information messages.</li> </ul>
Collection fee offered by TC to EETS Provider	To be specified in Schedule 1 of the TCA between the Parties. This fee is typically a percentage of the settlement amount collected in a given period, as defined in the individual TCAs. The collection fee is subject to negotiation between TII and the TSP.

### 2.4.2 Procedure for agreeing a contract

Section	Notes
Initiating the contract process	To initiate the contract process please contact TII.
Commercial conditions	Charges will vary depending on a range of factors and are subject to commercial agreement between the parties. These arrangements are agreed bilaterally and are documented in the TCAs.



### 3 Requirements towards EETS Providers

The IFA and respective TCAs include for general payment procedures. The following terms are specific to the TCAs for all TSPs (including EETS Providers) whose Service Users use the Dublin Tunnel toll domain.

#### 3.1 Requirements to be met by Toll Service Providers

Section	Notes
Access fee levied by IMSP on TSP	<p>Access fee to cover capital costs will be payable by the TSP to the IMSP. These fees cover a fixed operational payment, a variable operational payment for each ETC transaction and a one-off integration payment.</p> <p>Further details of these fees can be found on Schedule 7 of the IFA.</p>
Bank Guarantees or equivalents	<p>No bank guarantee is currently required but such arrangements may be required by the TC. A TSP shall be compliant with Schedule 3 of the IFA which sets out a number of conditions that are to be fulfilled in order to become a signatory to the IFA. Other requirements may be agreed bilaterally and documented in the TCAs.</p>
Information on a particular User	<p>The TSP is required to provide both ETC White and Black Lists of its Service User base; these lists (and specifically the white list) have to be complete as opposed to partial, meaning that they have to list each and every single tag and the related information.</p> <p>The mandatory content, schedule and update frequency for both white and black list according to the Irish national interoperability scheme are detailed in the IFA.</p>
Authorisation parameters	<p>OBU and RSE must be encoded with authentication and access keys provided by the IMSP in order for the OBU to be processed</p> <p>OBU holders will only be permitted to carry out an ETC transaction if they are on the TC's Valid User List and not on the Consolidated ETC Black List. Typically, the Consolidated ETC White List functions as a proxy for the Valid Issuer List.</p> <p>The IMSP manage each TC's Valid Issuer List. User information of TSPs which do not appear as "Valid" on the TC's Valid Issuer List will be excluded from the White List distributed to the TC.</p>

Charging obligation	<p>The TSP is obliged to pay the TC for a valid ETC transaction relating to one of its Service User's irrespective of the TSP's ability to recover the toll from the Service user.</p> <p>The OBU must be so positioned to be read by the beacons located over the lane. If the OBU does not respond or partially transmits transponder data, the Service User will be charged using Automatic Number Plate Recognition (ANPR) data captured matched against the National Vehicle and Driver File (NVDF).</p>
Permanent change in classification	<p>Classification will be determined using list data supplied by the TSP. It is the responsibility of the TSP to ensure that the classification data for both the Licence Plate Number (LPN) and associated OBU is correct.</p> <p>Upon receipt of a new list, as per the schedule outlined in section 1.3 – Technical requirements of this Domain Statement, classification is deemed as permanent until expiry of that list (lists are updated against schedule defined in Table 1 of the IFA).</p>
Temporary change in classification	<p>There is no process in place to acknowledge a temporary change in classification details.</p>

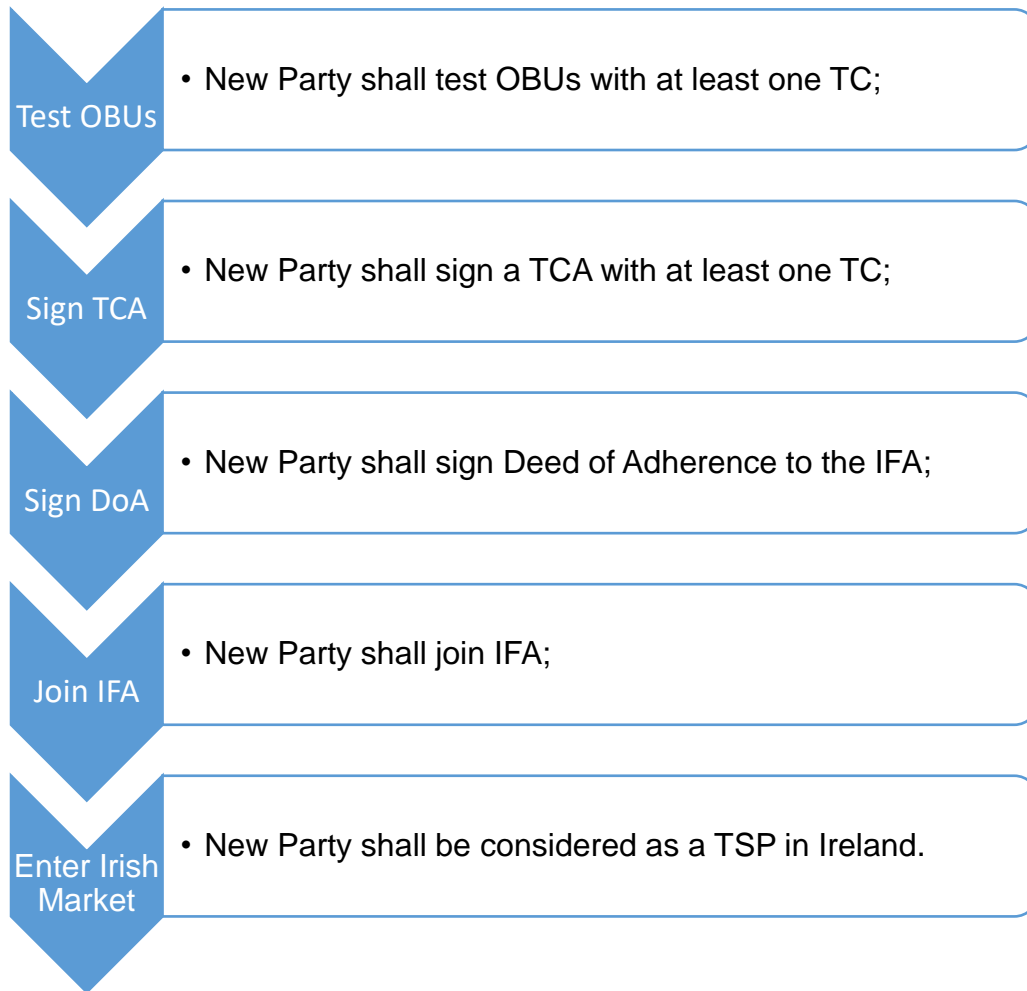
### 3.2 Operation when there are problems with users or data

Section	Notes
Tag list(s)	<p>The mandatory content, schedule and update frequency for both the ETC White and Black List according to the Irish national interoperability scheme are detailed in the section 2.1.4.</p> <p>Further details are available in the IFA.</p>
Charge Exceptions	<p>In the event that there is a problem in reading the OBU in the lane then the system will capture the vehicle LPN and compare this against the Consolidated ETC White List to identify an account.</p> <p>The associated transaction that is subsequently sent to the TSP for settlement purposes will be clearly flagged as being a 'degrade mode' transaction.</p> <p>Further details relating to exceptions are contained in the IFA and TCA.</p>

**4 Process for a new TSP entering the Irish toll market**

The graphic below describes the process required for a new TSP (a “New Party”) to join the Irish toll market. Some steps may be undertaken concurrently but the New Party is required to ensure that its OBUs are acceptable to at least one of the TCs in order to enter into a TCA which is a pre-condition to the New Party acceding to the IFA.

**4.1 Process**



## 4.2 Process for joining the Interoperability Framework Agreement (the “IFA”)

**4.2.1** A TSP who is not already a party to the IFA (a “New Party”) shall be entitled to avail of the Services provided by the IMSP provided that the New Party:

- a. enters into a Deed of Adherence, in the form set out in Schedule 3 (*Deed of Adherence*); and
- b. complies with the requirements set out in the Appendix to the Deed of Adherence.<sup>7</sup>

**4.2.2** With effect from the date the conditions specified in the Appendix to the Deed of Adherence (*as discussed in paragraph 3 below*) are fulfilled to the satisfaction of the IMSP Procuring Authority<sup>8</sup>, the New Party will be bound by and obliged to observe and perform the terms of the IFA.<sup>9</sup>

Please note that each TC and TSP irrevocably appoints the IMSP as its duly authorised lawful attorney for the purposes of executing on behalf of such TC or TSP the Deed of Adherence with the New Party.<sup>10</sup>

**4.2.3** The Deed of Adherence provides that the IFA shall be amended and restated to include the New Party as a party to the IFA as though the New Party had been an original party and signatory to the IFA. In particular, Schedule 1 (Parties) to the IFA shall be amended by the inclusion of notice details of the New Party.<sup>11</sup>

**4.2.4** The New Party who has entered into a Deed of Adherence shall have all the rights and obligations under the IFA as if it were named in the IFA as a TSP.<sup>12</sup>

## 4.3 Conditions for a new Toll Service Provider to join the IFA

**4.3.1** Prior to the New Party acceding to the IFA, the New Party must comply with the IMSP’s testing and certification requirements in order to demonstrate compliance with the requirements of the IFA.<sup>13</sup>

**4.3.2** The following is a summary of the main conditions necessary for a New Party to join the IFA from the Appendix to the Deed of Adherence:

- a. The New Party shall provide evidence, in form and substance satisfactory to the IMSP Procuring Authority, that:
  - i. it is capable of complying with the relevant technical requirements set out in Schedule 2 (*Service Requirements*);<sup>14</sup>
  - ii. the New Party has successfully tested its OBU in relation to at least one Toll Station in the State;<sup>15</sup> and
  - iii. the New Party has entered into a TCA with at least one other party, other than the IMSP.<sup>16</sup>

<sup>7</sup> Clause 30.1 of the IFA.

<sup>8</sup> TIL.

<sup>9</sup> Clause 1 of the Deed of Adherence.

<sup>10</sup> Clause 30.4 of the IFA.

<sup>11</sup> Clause 3 of the Deed of Adherence.

<sup>12</sup> Clause 30.3 of the IFA.

<sup>13</sup> Clause 30.2 of the IFA.

<sup>14</sup> Clause 1(a) of the Appendix to the Deed of Adherence.

<sup>15</sup> Clause 1(b) of the Appendix to the Deed of Adherence.

<sup>16</sup> Clause 1(d) of the Appendix to the Deed of Adherence.

- b. The New Party shall provide the following information to the IMSP Procuring Authority:
- i. details of the New Party (including its full legal name, registered company number, registered company address, trading or business name, telephone number and email address);<sup>17</sup>
  - ii. details of the New Party's representative (including name, address, telephone number and email address);<sup>18</sup>
  - iii. details of the number of years the New Party has carried on business under its current name;<sup>19</sup> and
  - iv. details of the New Party's corporate status.<sup>20</sup>
- c. The New Party shall provide a declaration, in form and substance satisfactory to the IMSP Procuring Authority, confirming that it:
- i. is not bankrupt or is being wound up, its affairs are not being administered by the court, it has not entered into an arrangement with creditors, it has not suspended business activities or is not in any analogous situation arising from a similar procedure under national laws and regulations;<sup>21</sup>
  - ii. is not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of any similar proceedings under national laws and regulation;<sup>22</sup>
  - iii. has not been convicted by a judgment which has the force of res judicata in accordance with the legal provisions of the country of any offence concerning its professional conduct;<sup>23</sup>
  - iv. has fulfilled its obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which it is established;<sup>24</sup> and
  - v. has fulfilled its obligations relating to the payment of taxes in accordance with the legal provisions of the country in which he is established.<sup>25</sup>
- d. The New Party shall also provide the following to the IMSP Procuring Authority:
- i. a detailed description of the technical equipment to be provided by the New Party for the purpose of facilitating ETC in accordance with the IFA;<sup>26</sup>
  - ii. a statement outlining the New Party's proposed contracting policy towards Toll Users, incorporating proposed key terms and conditions of contract;<sup>27</sup> and
  - iii. a global risk management plan outlining the evaluation and mitigation measures of the risks relevant to its provision of ETC.<sup>28</sup>

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<sup>17</sup> Clause 2(a) of the Appendix to the Deed of Adherence.

<sup>18</sup> Clause 2(b) of the Appendix to the Deed of Adherence.

<sup>19</sup> Clause 2(c) of the Appendix to the Deed of Adherence.

<sup>20</sup> Clause 2(d) of the Appendix to the Deed of Adherence.

<sup>21</sup> Clause 3(a) of the Appendix to the Deed of Adherence.

<sup>22</sup> Clause 3(b) of the Appendix to the Deed of Adherence.

<sup>23</sup> Clause 3(c) of the Appendix to the Deed of Adherence.

<sup>24</sup> Clause 3(d) of the Appendix to the Deed of Adherence.

<sup>25</sup> Clause 3(e) of the Appendix to the Deed of Adherence.

<sup>26</sup> Clause 4(a) of the Appendix to the Deed of Adherence.

<sup>27</sup> Clause 4(b) of the Appendix to the Deed of Adherence.

<sup>28</sup> Clause 4(c) of the Appendix to the Deed of Adherence.