



NATIONAL COMPANY FOR
ROAD INFRASTRUCTURE
ADMINISTRATION S.A.



TollRo

ROMANIAN ELECTRONIC ROAD TOLLING SYSTEM (STRR) ON THE EETS DOMAIN ROMANIA

EETS Domain Statement – Romania

Conditions of access of EETS providers to the EETS Domain Romania

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Table of Contents

Table of Contents.....	2
Document History	6
Definitions and Abbreviations.....	6
PART I — GENERAL INFORMATION	11
1. Purpose and Legal Basis of the Statement	11
2. Toll Charger.....	12
3. National Electronic Register, Single Contact Office and Registration of EETS Providers	12
4. Conciliation Body	13
5. Legal and Regulatory Framework	14
5.1. European Union Legislation	14
5.2. Romanian Legislation	15
5.3. Technical Reference Standards.....	16
6. The EETS Domain Romania	17
6.1. Legal Definition and Geographical Scope.....	17
6.2. Tolling Technology.....	17
6.3. Operating Timetable.....	18
7. The TollRo Passage Toll.....	18
7.1. Nature of the Toll.....	18
7.2. Vehicles Subject to TollRo	18
7.3. Vehicle Classification Parameters	19
7.4. Structure and Level of the Unit Toll	19
7.5. Rules for Calculating the Tolled Distance.....	20
PART II — PROCEDURAL AND COMMERCIAL CONDITIONS.....	21
8. Toll Transaction Policy	21
8.1. Tolling Model: the Toll Charger Calculates TollRo	21
8.2. The Toll Declaration (TollDeclaration)	21
8.3. Processing Cycle and AckAdu Acknowledgement	21
8.4. Authorisation Parameters: (Registered Vehicles and OBE).....	22
8.5. List of Invalidated OBE	23
8.6. Charging Sessions.....	24

8.7. Toll Context Data	25
9. Procedures and Service Levels	25
9.1. Operation in Degraded Mode	28
9.2. Incident Management and Communication Matrix.....	29
9.3. Change Management	29
10. Invoicing Policy	30
11. Payment Policy	31
12. Commercial Conditions: Remuneration	33
12.1. Form of Remuneration, Remunerated Services and Calculation Base	33
12.2. Commission Scale	33
12.3. Placement in the Scale.....	34
12.4. Non-Regression Rule	34
12.5. Launch Supplement.....	35
12.6. Adjustment Based on Performance Indicators (Malus, No Bonus)	35
12.7. Calculation, Invoicing and Payment of the Commission.....	36
12.8. Remuneration Period	36
12.9. Authorisation Costs	36
13. Commercial Conditions: Financial Guarantee	36
14. SETRo Users	38
14.1. Obligations of the SETRo Provider towards Users	38
14.2. Customer Services and Mutual Assistance.....	39
14.3. Physical Points and Means of Payment	39
14.4. User Complaints Concerning TollRo.....	39
PART III — AUTHORISATION (ACCREDITATION) PROCEDURE FOR SETRo PROVIDERS	39
15. Principles.....	40
16. Stage 1 — Registration of the EETS Provider with CNAIR.....	40
17. Stage 2 — Technical and Commercial Concept of the EETS Provider	41
18. Stage 3 — Plausibility Check by CNAIR	41
19. Stage 4 — Conclusion of the SETRo Contract.....	41
20. Stage 5 — Suitability for Use Testing	42
20.1. Stage 6 — Provision of the Financial Guarantee.....	43

20.2. Stage 7 — Pilot Operation	43
21. Stage 8 — Approval for Unrestricted Operation	43
22. Stage 9 — Commencement of Operation	43
23. Assessment of Conformity to Specifications and Suitability for Use	44
24. Test Environment.....	44
PART IV — TECHNICAL CONDITIONS	45
25. Domain Technology, Interfaces and Applicable Standards.....	45
25.1. Domain Technology	45
25.2. Applicable Standards and Statement of Deviation.....	45
26. Requirements for On-Board Equipment (OBE)	47
27. Interface between Back-Office Services	48
27.1. Endpoints	48
27.2. Collection of Toll Declarations	49
27.3. Requirements for the InfoExchange Envelope	50
27.4. Management of Vehicles and OBE	51
27.5. Error Handling and Retry	52
28. Security and Public Key Infrastructure.....	52
28.1. Identities and Chain of Trust	52
28.2. Issuance and Life Cycle of the Partner Certificate.....	52
28.3. Security Requirements for the Provider	53
29. Toll Context Data	53
30. Cooperation Obligations of the SETRo Provider	54
31. Liability for Missing or Erroneous Declarations	55
32. Performance Indicators, Monitoring and Reporting	55
33. Suspension and Termination of Authorisation.....	57
33.1. Withdrawal from the Domain and User Migration	59
34. Protection of Personal Data and Confidentiality	60
34.1. Protection of Personal Data	60
34.2. Confidentiality	61
ANNEXES	62
Annex A — Road Network of the EETS Domain Romania	62

Annex B — Indicative Plan of the Accreditation Procedure	63
Annex C — Technical Documentation and Interface Parameters	64
Statement of Deviation from CEN/TS 16986 — Element-by-Element Correspondence.....	64
Annex D — Catalogue of AckAdu Codes	66
Annex E — Model Application for Accreditation	69
Annex F — Model SETRo Contract.....	71
Annex G — Vehicle Classes and Correspondence with Tariff Classes.....	72
Annex H — Model Letter of Guarantee	73
Annex I — Compliance Matrix.....	74
Annex J — List of SETRo Providers	76

Document History

Version	Date	Status	Approval	Description
1.0	November 2026	First publication	Approved by the CNAIR Board of Directors, together with the remuneration methodology and the financial guarantee methodology	First publication of the EETS Domain Statement – Romania on the CNAIR website and in the National Electronic Register (setre.gov.ro), in accordance with Art. 15 para. (1) of the Norms.

This Statement is drawn up by CNAIR pursuant to Art. 14 para. (3) of Law No. 226/2023 on the application of certain road tolls on the national road network of Romania, as subsequently amended and supplemented, Art. 6 of Government Ordinance No. 8/2022 on the interoperability of electronic road toll systems and facilitating cross-border exchange of information on the failure to pay road tolls, as subsequently amended and supplemented, and Art. 15 of the Methodological Norms for the application of Law No. 226/2023, approved by Order of the Minister of Transport and Infrastructure No. 922/2026 (hereinafter the “Norms”), in accordance with Art. 6 para. (2) of Directive (EU) 2019/520 and Annex II to Implementing Regulation (EU) 2020/204. The correspondence between the mandatory minimum content and the sections of this Statement is set out in Annex I.

Definitions and Abbreviations

For the purposes of this Statement, the terms below have the meaning given in Law No. 226/2023 (Art. 2) and in Government Ordinance No. 8/2022 (Art. 2), supplemented by the technical terms of the STRR. In the event of any inconsistency, the legal definition shall prevail.

Term / abbreviation	Meaning	Source
CNAIR	Compania Națională de Administrare a Infrastructurii Rutiere – S.A. (National Company for Road Infrastructure Administration), the entity designated to levy and collect TollRo on the EETS Domain Romania.	Law 226/2023 Art. 14 para. (1); Norms Art. 15 para. (1)
STRR	The Romanian electronic road tolling system (Sistemul de tarifyare rutieră electronică), which ensures the collection of TollRo; the payment obligation is triggered exclusively by the automatic detection of the vehicle’s presence in the EETS Domain Romania, through remote communication with the OBE (satellite positioning) or through automatic number plate recognition. The STRR also ensures the monitoring and enforcement of TollRo payment by technical means.	Law 226/2023 Art. 2 letter o)

EETS (SETRE)	European Electronic Toll Service (EETS; Romanian: SETRE): the road tolling service provided by an EETS Provider to an EETS user under a single contract, within one or more EETS domains.	GO 8/2022 Art. 2 para. (1) letter e)
EETS Domain Romania	The national road network of Romania, excluding the national road sections located within the built-up areas of municipalities between the entry/exit signs, for the use of which the passage toll (TollRo) is collected through the STRR.	Law 226/2023 Art. 2 letter c)
TollRo	Passage toll: the amount the payment of which confers the right to travel with a vehicle a certain distance between two points of the EETS Domain Romania, in accordance with the “polluter pays” principle. It comprises an infrastructure charge and an external-cost charge.	Law 226/2023 Art. 2 letters w) and r); Art. 12 para. (5)
Unit toll	The passage toll per kilometre, set by road category (motorways – A, expressways – DEx and national roads – DN) according to the vehicle classification parameters: maximum authorised mass (MAM) and pollutant emission class (EURO).	Law 226/2023 Art. 2 letter x) OMTI No. 1925/2025 Art. 1 para. (2); annex
Passage	The travel by a vehicle, once and in one direction, of a distance on a road section of the EETS Domain Romania.	Law 226/2023 Art. 2 letter y)
EETS Provider	A road toll service provider which, under a single contract, grants access to the EETS to an EETS user, collects and transfers the road tolls to the toll chargers levying them, and is registered in the EU Member State in which it is established.	GO 8/2022 Art. 2 para. (1) letter f)
SETRo Provider	An EETS provider authorised by CNAIR which, on the basis of the commercial contract concluded with CNAIR, provides a SETRo user with the electronic road tolling service on the EETS Domain Romania, and collects and transfers TollRo to CNAIR. In the SETRo Contract it is also referred to as the “SETRo Provider”.	Law 226/2023 Art. 2 letter f)
Authorisation	The process defined and managed by CNAIR by which an EETS provider acquires the status of SETRo provider. In this Statement the term “accreditation” is used with the same meaning.	Law 226/2023 Art. 2 letter a); GO 8/2022 Art. 2 para. (1) letter ș)
SETRo User	A user of the EETS Domain Romania, being a natural or legal person, who has concluded a contract with a SETRo provider in order to have access to the electronic road tolling service on the EETS Domain Romania.	Law 226/2023 Art. 2 letter aa)

TollRo declaration / toll declaration	The set of information made available to CNAIR by the SETRo provider, in an agreed format, confirming the presence of a vehicle in the EETS Domain Romania. In the STRR it takes the form of the ISO 12855 “TollDeclaration” message, transmitted in a signed InfoExchange envelope.	Law 226/2023 Art. 2 letter d); ISO 12855:2025
TollRo information	Information defined by CNAIR that is necessary to determine the TollRo for the use of a vehicle on the EETS Domain Romania.	Law 226/2023 Art. 2 letter g)
OBE / on-board unit (OBU)	The complete set of hardware and software components, forming part of the electronic road tolling service, incorporated in, installed in or carried on board the vehicle, for the purpose of collecting, storing, processing, receiving and remotely transmitting data. Its identifier in toll declarations is “obeld”.	GO 8/2022 Art. 2 para. (1) letter k) Law 226/2023 Art. 2 letter j)
Invalid OBE / invalidated OBE	An OBE declared invalid by the SETRo provider and included in the list of invalidated OBE transmitted to CNAIR via the STRR. From the effective time of the invalidation, as confirmed by the STRR, the provider is not liable for TollRo left unpaid through its use.	Law 226/2023 Art. 2 letter k), Art. 15 para. (5); Norms Art. 25
Vehicle classification parameters	The set of vehicle-related information on the basis of which the road toll due on a given EETS domain is calculated.	GO 8/2022 Art. 2 para. (1) letter q)
Interoperability constituent	Any elementary component, group of components, subassembly or complete assembly of equipment incorporated or intended to be incorporated into the EETS upon which the interoperability of the service depends directly or indirectly, including software.	GO 8/2022 Art. 2 para. (1) letter m)
Suitability for use	The ability of an interoperability constituent to achieve and maintain a specified performance when in service, integrated into the EETS in connection with the toll charger’s system.	GO 8/2022 Art. 2 para. (1) letter n)
Substantially modified system	A road toll system that has undergone or is undergoing a change requiring authorised EETS providers to make modifications to the interoperability constituents in service (reprogramming, adaptation of interfaces) to an extent that requires re-authorisation.	GO 8/2022 Art. 2 para. (1) letter s)
National Electronic Register	The public register operated by ICI Bucharest, containing the EETS domains in Romania, the toll chargers, the technologies, the tolls, the EETS	GO 8/2022 Art. 18

	domain statements and the registered SETRo providers.	
Single Contact Office	ICI Bucharest, designated to facilitate administrative contacts between EETS providers and road toll chargers.	GO 8/2022 Art. 16
Conciliation Body	A body established by Government Decision to mediate between toll chargers with an EETS domain in Romania and the electronic road toll service providers accredited by those toll chargers.	GO 8/2022 Art. 11; Law 226/2023 Art. 23
SETRo Provider Register	The record kept by CNAIR, through the vehicle management interface, of the vehicles and OBE devices for which the SETRo provider assumes contractual liability (the whitelist), including the status of each OBE.	STRR
Charging session	A continuous journey of a vehicle, with identical vehicle parameters, reconstructed by the STRR from the GNSS positions of one or more toll declarations of the same OBE.	STRR
InfoExchange / APDU	The information exchange envelope defined by ISO 12855:2025, consisting of the control section (APCI) and the data units (ADU). It is uniquely identified by the pair apduOriginator + apduIdentifier.	ISO 12855:2025
AckAdu	The application-level acknowledgement (ISO 12855) by which the STRR communicates to the provider the outcome of processing a toll declaration.	ISO 12855:2025
JAdES	Advanced electronic signature in JSON format (ETSI TS 119 182-1), applied by the provider to the InfoExchange content and by the STRR to the AckAdu.	ETSI TS 119 182-1
Whitelist	The list of vehicles and OBEs for which the SETRo provider assumes contractual liability towards CNAIR; it consists of the records in the provider register with OBE in active status.	STRR
List of invalidated OBE (blacklist)	The list of invalidated OBE of the users of a SETRo provider; it corresponds to the OBEs with the status “suspended” or “inactive” in the provider register.	Law 226/2023 Art. 15 para. (5); Norms Art. 25
GNSS	Global Navigation Satellite System (Galileo, EGNOS, GPS, etc.).	—
DGPCI	Directorate General for Driving Licences and Vehicle Registration (Direcția Generală Permise de Conducere și Înmatriculări) within the Ministry of Internal Affairs, which:	GO 8/2022 Art. 19

	•administers the National Register of driving licences and registered vehicles of Romania; •is the national contact point in Romania for the cross-border exchange of data on registered vehicles and their holders.	
MAM (MTMA)	The maximum authorised mass of the vehicle, as stated in the registration certificate.	Law 226/2023 Art. 2 letter x)
Norms	The Methodological Norms for the application of Law No. 226/2023, approved by Order of the Minister of Transport and Infrastructure No. 922/2026, published in the Official Gazette of Romania, Part I, No. 832 of 30.09.2026.	OMTI No. 922/2026
Vehicle combination	A motor vehicle together with one or more towed trailers or semi-trailers; the tariff category of the combination is determined according to the MAM of the combination.	Law 226/2023 Art. 2 letter bb); Norms Art. 9 para. (6)
Settlement period	The interval for which CNAIR issues to the SETRo provider the consolidated statement of TollRo declarations and the invoice: from the 1st to the 15th and from the 16th to the end of each month.	Norms Art. 18 para. (2)
Consolidated statement	The calculation note issued by CNAIR for a settlement period, with the detailed per-vehicle annex, in which the provider's commission is shown separately.	Norms Art. 18 para. (3)
Activity period	The period beginning on the date of the provider's first TollRo declaration validated in the STRR, including in pilot operation, and running continuously, including during the suspension of the authorisation.	Section 12.3
Calculation base	The value excluding VAT of the TollRo declared by the SETRo provider, validated in the STRR and transferred in full to the CNAIR account, to which the commission is applied.	Norms Art. 20 paras. (6) and (8); section 12.1
Remuneration period	The interval during which the remuneration levels of SETRo providers are not unilaterally reduced and the tier thresholds are not changed; the first remuneration period is 15.01.2027 – 31.12.2028, and each subsequent period lasts two calendar years.	Section 12
Start date of collection through SETRo providers	15.01.2027, the date from which the interoperability of the STRR through the EETS applies.	Law 226/2023 Art. 11 para. (2); Law 103/2026 Art. III para. (2)
Critical / major / minor incident	Critical incident: blocks the transmission of declarations or their processing for all of the provider's users. Major incident: affects a significant part of the users or functions. Minor	Section 9.2

	incident: any other incident with an impact on the service.	
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PART I — GENERAL INFORMATION

1. Purpose and Legal Basis of the Statement

- This document constitutes the EETS Domain Statement – Romania (hereinafter the “Statement”) drawn up by CNAIR in its capacity as the toll charger levying and collecting TollRo.

The Statement sets out the non-discriminatory conditions — procedural, commercial and technical — under which an EETS provider may be authorised by CNAIR as a SETRo provider and may provide users with the electronic road tolling service on the EETS Domain Romania, as well as the procedure for assessing the conformity to specifications and the suitability for use of interoperability constituents. The same acceptance procedure applies to all EETS providers.

The Statement is addressed to EETS providers registered in a Member State of the European Union, including those registered in Romania by ICI Bucharest. It is not addressed to SETRo users.

The Statement is supplemented by the contract concluded between CNAIR and each SETRo provider (the “SETRo Contract”), the model of which forms an integral part of this Statement (Annex F; Art. 15 para. (2) letter g) of the Norms), and by the technical annexes. The contract concluded with each provider reproduces the model, completed only with the individualised elements (identifiers, bank accounts, contact persons, the guarantee amount calculated in accordance with section 13). In the event of any inconsistency between the Statement and the legislation in force, the legislation shall prevail; in the event of any inconsistency between the Statement and the SETRo Contract, the Statement shall prevail.

CNAIR updates the Statement in accordance with Art. 15 para. (3) of the Norms. Updates resulting from a substantial modification of the STRR are published within the time limits laid down in Art. 6 letters c) and d) of GO No. 8/2022, so that already authorised SETRo providers can adapt their interoperability constituents and obtain re-authorisation no later than one month before the modified system enters into service. Other updates are published without delay, stating the date of application, which may not be earlier than 30 days from publication if they require SETRo providers to adapt their systems. During a remuneration period, CNAIR shall not unilaterally reduce the remuneration levels or change the tier thresholds, except for changes required by the legal framework; the levels and thresholds for the following period are set after consultation with the SETRo providers and are published at least 4 months before its start, in accordance with section 12.8. Each published version is accompanied by a list of changes compared with the previous version. The version published on CNAIR’s own website and in the

National Electronic Register is the reference version; in the event of discrepancies between language versions, the Romanian version shall prevail.

2. Toll Charger

The toll charger levying and collecting TollRo on the EETS Domain Romania is Compania Națională de Administrare a Infrastructurii Rutiere – S.A. (CNAIR). CNAIR operates under the authority of the Ministry of Transport and Infrastructure.

Item	Value
Name	Compania Națională de Administrare a Infrastructurii Rutiere – S.A. (National Company for Road Infrastructure Administration)
Registered office	38 Dinicu Golescu Blvd., Sector 1, Bucharest, 010873
Unique registration code	16054368
Trade Register number	J2004000552406/13.03.2025
Website	www.cnadnr.ro
E-mail	office@andnet.ro ; registraturacnair@andnet.ro
Telephone	(+40 21) 264 32 00
Languages of communication	Romanian and English for operational correspondence; contractual documents and the Statement in Romanian, with an informative translation into English

Contact for EETS providers. For any matter concerning access to the EETS Domain Romania, authorisation and operation, EETS providers shall contact the dedicated contact point, whose details (e-mail address, contact person, telephone) are published on the CNAIR website and in the National Electronic Register and are updated without delay upon any change. CNAIR acknowledges receipt of requests within no more than 2 working days.

3. National Electronic Register, Single Contact Office and Registration of EETS Providers

The National Electronic Register provided for in Art. 18 of GO No. 8/2022 is drawn up, administered and updated by the National Institute for Research and Development in Informatics – ICI Bucharest and is publicly accessible at <https://setre.gov.ro>. The Register contains the EETS domains in Romania (including the toll chargers, technologies, tolls and domain statements), the EETS providers registered in Romania, the details of the single contact office and the conclusions of the audit of the risk management plan. <https://setre.gov.ro/>

ICI Bucharest is also the **single contact office** for EETS providers, through which providers may obtain information on the toll chargers in Romania.

Registration as an EETS Provider in Romania is carried out by ICI Bucharest, only for legal persons registered in Romania, if they meet the requirements of Art. 4 para. (1) of GO No. 8/2022: a certificate of conformity of the quality management system with EN ISO 9001, technical equipment and the EC declaration of conformity or the certificate of the

interoperability constituents, the necessary competences, appropriate financial standing, an overall risk management plan audited at least every two years, and good repute. The registration procedure is approved by Joint Order SGG/MTI No. 378/362/2022 (Official Gazette No. 367 of 13 April 2022), as amended and supplemented by Joint Order SGG/MTI No. 159/246/2026 (Official Gazette No. 228 of 24 March 2026), which introduced: the requirement that the EC declaration of conformity be valid for at least 6 months at the date of the application, an audited business plan for a period of between 12 and 24 months from the date of submission of the documentation, the pre-registration service with completion of the documentation within no more than 3 months, and the formalities for providers registered in another Member State. Three distinct formalities must be distinguished: (i) **registration as an EETS provider in the Member State of establishment**, in accordance with Directive (EU) 2019/520, which is not repeated in Romania; (ii) **the formalities before the National Electronic Register** for providers registered in another Member State — the submission to ICI Bucharest of a declaration on its own responsibility concerning entry in the register of the State of origin (registered, operational, not suspended) and of a copy of the registration certificate, subject to annual review (Art. 2 paras. (4) and (5) of the procedure); (iii) **authorisation on the EETS Domain Romania**, granted by CNAIR (Part III of this Statement).

Registration as an EETS provider in Romania (within the competence of ICI Bucharest) is distinct from authorisation on the EETS Domain Romania, by which the EETS provider acquires the status of SETRo provider (within the competence of CNAIR, Part III). Authorisation requires the provider to prove its registration as an EETS provider in the Member State of establishment and, for providers registered in another Member State, the completion of the formalities before the National Electronic Register.

The list of authorised SETRo providers, of those whose authorisation is suspended and of those whose authorisation has been withdrawn or has terminated forms an integral part of this Statement (Annex J; Art. 15 para. (2) letter h) of the Norms). The list is updated within no more than 5 working days of any change, on the CNAIR website and in the National Electronic Register; updating the list does not constitute an amendment of the Statement within the meaning of section 1.

4. Conciliation Body

Mediation between CNAIR and the SETRo providers with which it has concluded contracts or is in negotiations is carried out by the conciliation body established by Government Decision, adopted on the proposal of the Ministry of Transport and Infrastructure, in accordance with Art. 11 of GO No. 8/2022 (Art. 23 of Law No. 226/2023). The identification and contact details of the conciliation body are published on the websites of the Ministry of Transport and Infrastructure and of CNAIR. Matters may be referred to the conciliation body in particular concerning the non-discriminatory nature of the contractual conditions and of the remuneration, as well as decisions to reject, suspend or withdraw authorisation (Art. 16 para. (3) letter e) of the Norms). Referral to the conciliation body is without prejudice to the parties' right to bring proceedings

before the competent courts. The law applicable to the Statement and to the SETRo Contract is Romanian law.

5. Legal and Regulatory Framework

The EETS Domain Romania, TollRo and the provision of the EETS are governed by the legislation listed below. The list is for information purposes only; CNAIR and the SETRo providers remain responsible for their own compliance with the entire applicable legal framework, whether or not it is expressly mentioned.

5.1. European Union Legislation

Act	Subject matter	Reference
Directive (EU) 2019/520 of the European Parliament and of the Council of 19 March 2019, as amended by Directive (EU) 2022/362	Interoperability of electronic road toll systems and facilitating cross-border exchange of information on the failure to pay road fees	OJ L 91, 29.3.2019
Commission Delegated Regulation (EU) 2020/203 of 28 November 2019	Classification of vehicles, obligations of EETS users, requirements for interoperability constituents and minimum eligibility criteria for notified bodies	OJ L 43, 17.2.2020
Commission Implementing Regulation (EU) 2020/204 of 28 November 2019	Detailed obligations of EETS providers, minimum content of the EETS domain statement, electronic interfaces, requirements for interoperability constituents	OJ L 43, 17.2.2020
Directive 1999/62/EC, as amended by Directive 2011/76/EU and Directive (EU) 2022/362	Charging of heavy goods vehicles for the use of certain infrastructures ("Eurovignette"); the "user pays" and "polluter pays" principles	OJ L 187, 20.7.1999; OJ L 69, 4.3.2022
Regulation (EU) 2016/679	Protection of natural persons with regard to the processing of personal data (GDPR)	OJ L 119, 4.5.2016
Directive 1999/37/EC	Registration documents for vehicles (codes F.1, F.2, V.9, etc. used as classification parameters)	OJ L 138, 1.6.1999
Commission Communication on the interpretative guidelines concerning Articles 6 and 7 of Directive (EU) 2019/520 (C/2025/6688)	Non-binding interpretative document to which conciliation bodies refer: remunerated and excluded services, validity of the methodology for a predetermined period, achievable, transparent and non-discriminatory performance indicators, publication of significant elements in the Statement.	OJ C of 15.12.2025

5.2. Romanian Legislation

Act	Subject matter	Remarks
Law No. 226/2023 on the application of certain road tolls on the national road network of Romania, as subsequently amended and supplemented	TollRo, STRR, the EETS Domain Romania, SETRo providers, enforcement of TollRo payment, sanctions, data protection	https://legislatie.just.ro/Public/DetaliiDocument/272230
Government Ordinance No. 8/2022 on the interoperability of electronic road toll systems and facilitating cross-border exchange of information on the failure to pay road tolls, as subsequently amended and supplemented	Transposes Directive (EU) 2019/520: obligations of EETS providers and toll chargers, remuneration, conciliation body, national electronic register, national contact point	legislatie.just.ro/Public/DetaliiDocument/251250
Order of the Minister of Transport and Infrastructure No. 1925/2025 approving the vehicle categories and the level of the unit toll	Vehicle categories subject to TollRo and the unit toll per km; annual indexation by the CPI	legislatie.just.ro/Public/DetaliiDocument/302972
Joint Order SGG/MTI No. 378/362/2022, as amended and supplemented by Joint Order SGG/MTI No. 159/246/2026	Procedure for the registration of EETS providers in Romania (ICI Bucharest): documents, pre-registration, audited business plan, formalities for providers registered in another Member State, annual renewal	legislatie.just.ro/Public/DetaliiDocument/253875
Order of the Minister of Transport and Infrastructure No. 590/2026	Form and content of the information letter and of the payment notice used in the event of non-payment of TollRo	https://legislatie.just.ro/Public/DetaliiDocument/311582
Government Ordinance No. 43/1997 on the road	Definition of roads of national interest; Art.	https://legislatie.just.ro/Public/DetaliiDocument/11269

regime, republished, as subsequently amended and supplemented	61 ¹ para. (8) applicable to offence reports for vehicles registered in other States	
Government Ordinance No. 2/2001 on the legal regime of minor offences (contraventions)	Regime of the minor offences (contraventions) provided for in Arts. 18 and 19 of Law No. 226/2023	https://legislatie.just.ro/Public/DetaliiDocument/29779
Law No. 190/2018, Law No. 506/2004, Law No. 363/2018	Measures implementing the GDPR; data protection in electronic communications; processing of data by competent authorities	Art. 22 of Law No. 226/2023
Methodological Norms for the application of Law No. 226/2023, approved by MTI Order No. 922/2026 (Official Gazette No. 832 of 30.09.2026)	Arts. 3, 9 and 15–25: TollRo through SETRo providers, content of the Statement, authorisation, settlement, remuneration, OBE, list of invalidated OBE; Art. 39 para. (10): monthly publication of data	https://legislatie.just.ro/Public/DetaliiDocumentAfis/314942 https://legislatie.just.ro/Public/DetaliiDocument/314941
Law No. 103/2026 and Law No. 170/2026	Deadlines for the introduction of the STRR and TollRo, for the application of TollRo and for the application of interoperability through the EETS	Section 6.3
Law No. 72/2013 on measures to combat late payment of pecuniary obligations	Payment terms and late-payment interest in the relations between CNAIR and SETRo providers	Sections 11 and 12

5.3. Technical Reference Standards

The standards applied by the STRR and the exceptions to the European standards are detailed in Part IV. For reference: ISO 12855:2025 (information exchange between service provision and toll charging), EN ISO 17575-1:2016 (application interface definition for autonomous systems — charging), ISO 17573-1 (EFC architecture), ISO 17573-3 (data dictionary), ETSI TS 119 182-1 (JAdES), RFC 7515/7797/8785 (JWS, unencoded payload, JSON canonicalisation), EN ISO 12813 (compliance check communication — not used in the EETS Domain Romania).

6. The EETS Domain Romania

6.1. Legal Definition and Geographical Scope

The EETS Domain Romania is the national road network of Romania — the roads of national interest provided for in Art. 6 para. (1) of GO No. 43/1997, administered by CNAIR: motorways, expressways and national roads (European, main and secondary) — **excluding the national road sections located within the built-up areas of municipalities, between the entry and exit signs.**

The domain is single at national level; there are no sub-domains or concessions tolled separately through the EETS.

The EETS Domain Romania comprises motorways (A), expressways (DEx) and national roads (DN). All sections of the domain are tolled 24 hours a day, every day of the year, with no time-of-day or seasonal differentiation. The toll is differentiated solely by two tollable road categories (see the section on the toll): “motorways and expressways” (code 001) and “national roads” (code 002).

The list of road sections making up the EETS Domain Romania, with their lengths, tollable road category and section boundaries (including the delimitation of the built-up areas of the excepted municipalities), is published together with this Statement, as a GeoJSON geospatial file and as a tabular list, versioned and dated, on the CNAIR website and in the National Electronic Register (Art. 15 para. (2) letter a) of the Norms; section 29 and Annex A).

6.2. Tolling Technology

The STRR is a free-flow, multi-lane electronic road tolling system which does not require vehicles to stop, slow down or use a dedicated lane. In the EETS Domain Romania, the detection of the vehicle’s presence is carried out exclusively by satellite positioning (GNSS). Positions are collected by the SETRo provider’s OBE, transmitted to the provider’s administrative system (back-office) and declared by the provider to the STRR in the form of toll declarations.

The calculation of the TollRo due from the user is carried out **exclusively by CNAIR**: the STRR reconstructs the route travelled by a user from the positions declared and included by the SETRo provider in the TollRo declaration, matches it to the road network of the EETS Domain Romania (map-matching), determines the kilometres travelled on each tollable road category and applies the unit toll in force. The SETRo provider does not calculate the toll and does not transmit amounts; it transmits positions and vehicle classification parameters.

Payment enforcement is carried out by video camera systems with automatic number plate recognition (ANPR) located on the EETS Domain Romania (fixed and mobile) and by interrogation terminals used when the vehicle is stopped.

6.3. Operating Timetable

Stage	Date / deadline	Legal basis
Introduction of the STRR and TollRo on the EETS Domain Romania	31.08.2026	Law No. 226/2023 Art. 11 para. (1) and Art. 12 para. (1), as amended by Law No. 170/2026
Application of TollRo by CNAIR	01.10.2026	Law No. 226/2023 Art. 29 para. (1), as amended by Law No. 103/2026
Start of TollRo collection through SETRo providers (interoperability of the STRR through the EETS)	15.01.2027	Law No. 226/2023 Art. 11 para. (2), in accordance with Art. III para. (2) of Law No. 103/2026
Suitability for use testing and pilot operation	no more than 6 months from the submission of the complete documentation	Norms Art. 16 para. (3) letter c); section 22 and Annex B
Publication of updates to the Statement	in accordance with section 1	GO No. 8/2022 Art. 6 letters c) and d); Norms Art. 15 para. (3)

7. The TollRo Passage Toll

7.1. Nature of the Toll

TollRo is the passage toll due for the use of the EETS Domain Romania, determined according to the unit toll and the distance travelled on a road section of the EETS Domain Romania, expressed in whole kilometres, and is calculated by multiplying the unit toll by the distance travelled. The unit toll comprises an infrastructure charge and an external-cost charge (traffic-related air pollution) and applies without discrimination to Romanian and foreign users for all registered vehicles. TollRo is set in lei; the published values **include VAT**

7.2. Vehicles Subject to TollRo

TollRo applies to all registered vehicles used on the EETS Domain Romania that are designed and constructed for the carriage of goods, with a maximum authorised mass (MAM) exceeding 3.5 tonnes. Mixed-transport vehicles (persons and goods in separate compartments) are treated as goods vehicles. “Vehicle” means any registered road motor vehicle with at least two axles, or a combination consisting of a motor vehicle and the towed semi-trailer or trailers.

Exempted vehicles. Vehicles exempted from payment of TollRo under Art. 13 of Law No. 226/2023 are exempted only if they are registered as such in the STRR or marked as exempted in the National Register of driving licences and registered vehicles (Art. 13 paras. (2) and (3) of Law No. 226/2023). The SETRo provider does not invoice TollRo for these vehicles; if an exempted vehicle is on a provider’s whitelist, its sessions are not tolled during the exemption, provided that the exemption is registered in the STRR or marked in the National Register of driving licences and registered vehicles, in accordance with Art. 13 paras. (2) and (3) of the Law.

7.3. Vehicle Classification Parameters

In accordance with Annex I to Delegated Regulation (EU) 2020/203, CNAIR publishes the correspondence table between the classification parameters and the tariff classes. The classification parameters used on the EETS Domain Romania are those entered in the registration certificate (Directive 1999/37/EC):

Parameter	Registration certificate code	Use in tolling	STRR values
Vehicle type (goods / mixed)	J (type-approval category) and intended use	Determines whether the vehicle is subject to TollRo (goods or mixed, MAM > 3.5 t)	The type-approval category (N1, N2, N3) does not by itself determine the tariff category, which results from the MAM
Maximum authorised mass (MAM)	Maximum authorised mass, as entered in the registration certificate, according to the coding harmonised by Directive 1999/37/EC	Tariff category I / II / III; for combinations, the MAM of the combination (Norms Art. 9 para. (6))	I: 3,501–7,500 kg; II: 7,501–11,999 kg; III: ≥ 12,000 kg
Pollutant emission class (EURO)	V.9	Tariff bands: Electric; EURO VI; EURO V–IV; EURO III–0	According to Annex G

The correspondence between the type-approval category, the MAM and the CNAIR tariff category is published in Annex G, as context data. The vehicle classification used by CNAIR prevails over that used by the SETRo provider in the event of any inconsistency, except in the case of a demonstrable error (Art. 20 para. (5) of the Norms). The tariff category of the motor vehicle is that registered by the provider in the provider register; for combinations with towed vehicles, the rule below applies.

Statutory rule on the emission class: if the registration certificate does not specify the emission class, the SETRo user is required to set the EURO 0 class in the OBE; consequently, vehicles powered by an internal combustion engine without an emission class fall within the EURO III–0 tariff band.

7.4. Structure and Level of the Unit Toll

The vehicle categories and the level of the unit toll are approved by Order of the Minister of Transport and Infrastructure No. 1925/2025, as subsequently amended and supplemented.

Tariff category	Vehicle category	Road category	Electric (lei/km)	EURO VI (lei/km)	EURO V–IV (lei/km)	EURO III–0 (lei/km)
I	Goods vehicle with MAM >	Motorways and expressways	0.04	0.17	0.19	0.22

	3.5 t and $\leq$ 7.5 t	National roads	0.02	0.08	0.10	0.11
II	Goods vehicle with MAM > 7.5 t and < 12.0 t	Motorways and expressways	0.07	0.29	0.33	0.37
		National roads	0.03	0.14	0.16	0.19
III	Goods vehicle with MAM $\geq$ 12.0 t	Motorways and expressways	0.12	0.48	0.55	0.62
		National roads	0.06	0.24	0.28	0.31

Values are expressed in lei, VAT included (VAT rate in force: 21%), for the year 2026. The toll actually applied by the STRR for each individual emission class is set out in Annex G.

Toll applicable to a session. Each portion of the journey is subject to the unit toll in force at the time the road section is used. If the session spans the time at which a new toll enters into force, the calculation is split at that time. Toll changes apply from 00:00 on the announced date.

Annual indexation. The amount of the unit toll is updated annually according to the consumer price index communicated by the National Institute of Statistics for the previous year, in accordance with Art. 3 para. (4) of Law No. 226/2023 and the methodology laid down in MTI Order No. 1925/2025, is rounded to the nearest ban and applies from 1 January of the following year. CNAIR publishes the updated tolls on its own website and in the National Electronic Register and notifies SETRo providers at least 30 days before application (Art. 15 para. (3) of the Norms).

7.5. Rules for Calculating the Tolloed Distance

The distance travelled on a road section of the EETS Domain Romania is expressed in whole kilometres. The STRR reconstructs the route of a charging session as an ordered list of road sections, each with its tollable road category and the whole kilometres actually travelled; the kilometres are summed per tollable road category and rounded mathematically to the nearest whole number (a fraction ≥ 0.5 is rounded up) before the unit toll is applied. A section traversed in full is tolled at the physical length travelled; a section travelled partially is tolled at the portion delimited by reference points located every 500 m along the section, the cut always being made in favour of the user.

PART II — PROCEDURAL AND COMMERCIAL CONDITIONS

8. Toll Transaction Policy

8.1. Tolling Model: the Toll Charger Calculates TollRo

The EETS Domain Romania operates on a centralised toll calculation model (“thin client” architecture): the SETRo provider collects the vehicle’s GNSS positions through the OBE and declares them to the STRR, and the STRR determines, on the basis of those positions and of the vehicle classification parameters, the distance travelled on each tollable road category and the TollRo due (Art. 14 para. (2) of Law No. 226/2023; Art. 20 para. (3) of the Norms). CNAIR collects the amount from the SETRo provider on the basis of the TollRo declarations transmitted, irrespective of when payment is made between the user and the provider (Art. 14 para. (2) letter a) of Law No. 226/2023).

The SETRo provider is responsible for the correctness and completeness of the declared positions: all its OBEs must record the positions of all registered vehicles throughout their travel on the EETS Domain Romania, and the declarations must be transmitted in the prescribed structure and within the prescribed time limits. CNAIR is responsible for the receipt, validation and processing of declarations, for the correct calculation of TollRo and for making the tolling result available to the provider.

8.2. The Toll Declaration (TollDeclaration)

The unit of exchange between the SETRo provider and the STRR is the **InfoExchange** envelope in accordance with ISO 12855:2025, transmitted in JSON format, JAdES-signed, containing **exactly one** toll declaration (TollDeclarationAdu). The declaration contains one or more charge reports (ChargeReport, ISO 17575-1) of a single OBE, each with the OBE identifier, the registration number, the provider contract (serviceProviderContract), the reporting period, the reporting counter (chargeReportCounter) and the list of usage statements (UsageStatement). Each usage statement carries the list of measured positions (MeasuredRawData: position, time, GNSS quality data) and the vehicle description (VehicleDescription: category, emission class, VIN).

The SETRo provider issues a new usage statement whenever the vehicle parameters change, including the trailer status (ISO 17575-1 §2.3.2.4). The standard does not define journey start or end events; the delimitation of charging sessions is the responsibility of the STRR and is inferred from the continuity of positions, from the reporting counter and from the gap between consecutive declarations of the same OBE (section 8.6).

8.3. Processing Cycle and AckAdu Acknowledgement

1. **Synchronous receipt.** The provider transmits the envelope to the published endpoint (section 27.1). The STRR authenticates the caller, checks the structure of the envelope and the uniqueness of the pair apduOriginator + apduIdentifier, and durably stores the envelope,

then responds **HTTP 202 Accepted** with a processing identifier and the time of receipt. The 202 response confirms receipt only; it does not constitute a verdict on the content.

2. **Asynchronous validation.** The STRR checks the JAdES signature, the EETS conformity of the structure, the chronology of the positions, geographical and kinematic plausibility, the quality of the GNSS fix, the registration of the vehicle and of the OBE, the OBE status and the order of the declaration relative to the OBE's current session.
3. **Aggregation into charging sessions.** Validated positions are persisted and aggregated into a charging session per OBE, which is extended as long as the positions of successive declarations of the same OBE follow one another at intervals of no more than 60 minutes by measured time and the trailer identity does not change (section 8.6).
4. **Acknowledgement.** The STRR generates a JAdES-signed **AckAdu** with apduAckCode 2 (declaration accepted; warnings may be present), 3 (declaration accepted but containing content errors or incomplete) or 4 (rejection at envelope level), durably persists it and delivers it by callback (PUSH) to the provider's registered address; the provider may also retrieve it at any time by status query (POLL). Every declaration accepted with 202 eventually receives an AckAdu; if the STRR fails to complete the processing of all charge reports (chargeReport) of a declaration within the 60-minute processing window from receipt, the declaration receives an AckAdu with code 3 and the note "incomplete", and the provider retransmits it in full with a new apduIdentifier. The processing window is an internal protective measure of the STRR; it does not require any additional or closing message from the provider.
5. **Tolling.** After the charging session is closed, the STRR reconstructs the route, tolls the kilometres per road category at the toll in force at the time each section was used, in accordance with section 7.4, and records the cost and the per-session breakdown. The tolled sessions form the basis of the calculation note and of the invoice issued to the provider.

The AckAdu codes and the full catalogue of issues (issueCode) reported to the provider are set out in Annex D. An issue of severity "error" places the declaration in apduAckCode 3 and the session is not extended with that declaration; the provider must correct and retransmit. Issues of severity "warning" or "informational" do not block processing.

8.4. Authorisation Parameters: (Registered Vehicles and OBE)

The STRR processes declarations only for vehicles and OBEs that the SETRo provider has previously registered in the **provider register**, via the vehicle management interface. The provider register constitutes the domain whitelist: each record associates the provider, the vehicle (registration number, country of registration, VIN, CNAIR tariff category, emission class, MAM) and the OBE (identifier, serial number, model, status, validity period, flag). The combination VIN + registration number + OBE number + OBE identifier must be unique across the STRR system.

When validating each declaration, the STRR looks up the vehicle by the pair provider (apduOriginator) + OBE identifier (obeId), narrowed by the registration number in canonical

form and by the VIN, where the declaration contains them. The lookup must identify exactly one vehicle: if it identifies none, the declaration is rejected (OBU_NOT_REGISTERED); if it identifies more than one, the declaration is rejected (OBU_AMBIGUOUS) and the STRR does not arbitrarily choose a candidate. The vehicle is never determined/identified from the declaration data; the data registered by the provider prevail, except for the masses (MAM and actual mass) and the trailer characteristics, which are taken from the declaration when present. A mismatch between the MAM declared for the motor vehicle and the registered category (for example a declared MAM of 13,000 kg for a vehicle registered in category II) is corrected by the provider updating the register, the CNAIR classification prevailing in accordance with Art. 8 para. (1) of GO No. 8/2022, and counts towards the whitelist accuracy indicator. The tariff category and emission class of the motor vehicle are those registered in the provider register; where the toll declaration indicates towed vehicles, the tariff category of the session is determined in accordance with Art. 9 para. (6) of the Norms and section 7.3.

The SETRo provider is required to register the vehicle and the OBE before the vehicle enters the EETS Domain Romania and to keep the register up to date in real time via the management interface (creation, update, deactivation). Synchronisation is immediate: there is no periodic whitelist import cycle. The provider updates the whitelists and blacklists whenever a change occurs and, in any event, at least once a day. At any given time, a vehicle may appear on the whitelist of only one SETRo provider; the registration of a vehicle already on another provider's whitelist is rejected until the previous registration is deactivated, in order to avoid double tolling; the previous registration also ceases to have effect at the effective time of the suspension or termination of the previous provider's authorisation (section 33). The provider keeps a record of OBE associations and re-associations, including the date and time of assignment and of the end of assignment of each OBE, and makes it available to CNAIR on request (Art. 22 para. (5) of the Norms).

8.5. List of Invalidated OBE

The SETRo provider draws up and updates the list of invalidated OBE of its users, which contains at least the OBE identifier, the date, the time, the reason for invalidation and the time from which the provider no longer guarantees payment of TollRo (Art. 25 para. (1) of the Norms). Invalidation is effected by changing the OBE status to "suspended" or "inactive" in the provider register, via the vehicle management interface; the STRR automatically acknowledges receipt of the change, and the time of acknowledgement is the effective time of the invalidation. From that time, the provider is not liable for TollRo left unpaid through the use of the OBE concerned (Art. 15 para. (5) of Law No. 226/2023; Art. 25 para. (3) of the Norms). Invalidation does not release the user from the obligation to pay TollRo by another means provided for by law (Art. 25 para. (4) of the Norms).

Effective time of invalidation. The STRR records the time at which the provider effected the status change; this is the effective time of the invalidation and may not precede the operation (invalidation is not retroactive). Three distinct points in time govern the handling of

declarations and the provider's liability: **the time of travel** (the time the positions were measured, `timeWhenMeasured`, or the report period), **the effective time of invalidation** and **the time of receipt of the declaration** by the STRR. Validation, tolling and the provider's liability are determined by reference to the time of travel, not the time of receipt: positions measured before the effective time of invalidation are accepted and tolled even if the declaration containing them is received after invalidation, and the provider is liable for the TollRo relating to those journeys; positions measured after the effective time are rejected (`OBU_SUSPENDED` / `OBU_INACTIVE`) and do not give rise to payment obligations for the provider. The provider transmits the declarations recorded by the OBE up to the effective time of invalidation, including those held in the OBE buffer at that time. The history of OBE statuses is retained by the STRR for the data retention period, so that the journeys and the liability relating to each period can be reconstructed subsequently.

The SETRo provider informs the SETRo user of the consequences of OBE invalidation.

8.6. Charging Sessions

A charging session represents a continuous journey of a vehicle with identical vehicle parameters. The delimitation of sessions is the responsibility of the STRR and is inferred from the positions; the provider does not transmit journey start or end events. Two distinct time references govern sessions: **measured time** (the interval between the timestamps of the positions, `timeWhenMeasured`) and **arrival time** (the time the declaration is received by the STRR).

- **Continuity by measured time.** The STRR opens a session upon the first accepted declaration of an OBE and extends it with subsequent declarations whose positions start no more than 60 minutes (the gap threshold) after the last position of the session. A declaration whose positions start after the threshold opens a new session, and the previous one is closed.
- **Closure by arrival time.** A periodic process closes ongoing sessions whose last position is more than 60 minutes older than the current time, regardless of whether the provider still has untransmitted declarations. A declaration received after such closure, even if its positions are continuous with the closed session, opens a new session: the closed session is not reopened, not extended and its tolling is not recalculated.
- **Positions prior to the last accepted position.** A declaration whose positions precede the last position already accepted for the same OBE is rejected as out of order (`OUT_OF_ORDER_DECLARATION`); it does not retroactively complete a session.
- **Positions older than 7 days.** The acceptance deadline for positions is 7 days from the time of measurement; older positions are rejected, and those older than one day are accepted with a delay flag (`DELAYED_REPORT`).
- **Tolling.** Closed sessions are tolled periodically, within no more than 30 days from their end date, once only. Sessions of the same OBE that follow one another without interruption of the journey and with the same configuration, separated solely as a result of automatic closure by arrival time, are tolled by summing the kilometres per road category before

rounding, so that the splitting of a journey as a result of delayed transmission does not increase the TollRo due from the user. Sessions not tolled automatically within 30 days for technical reasons attributable to the STRR are tolled subsequently, on the basis of the available data, at no additional cost to the provider or the user (Art. 9 para. (4) of the Norms), and are included in the first consolidated statement issued after tolling. Ongoing sessions are used in payment enforcement to confirm the coverage of an ANPR detection.

8.7. Toll Context Data

The context data (the general overview of the toll regime, the tariff information, the configuration of the tollable context and the reporting rules) are described in section 29. Since tolling is performed by the STRR, the SETRo provider does not need the context data to calculate the toll, but rather to inform users and to recognise entry into and exit from the domain.

9. Procedures and Service Levels

This section sets out, in accordance with Annex II to Regulation (EU) 2020/204, the communication format, the deadlines and periodicity of data transfer, the permitted percentage of missed or erroneous tolls, data accuracy and functional availability. Service levels are measured per calendar month and reported to the provider. The consequences of failing to meet them are those laid down in section 32 and section 12 of this Statement.

Item	Requirement	Source / status
Toll declaration format	ISO 12855:2025 InfoExchange in JSON serialisation, with exactly one TollDeclarationAdu; JAdES PS256 signature (JWS General JSON Serialization, unencoded payload, JCS canonicalisation); maximum size 10 MB per envelope	Interface specification
Acknowledgement format	ISO 12855:2025 AckAdu in JSON, JAdES-signed by the STRR	Interface specification
Declaration transmission deadline	Acceptance deadline: the STRR rejects positions older than 7 days from the time of measurement and flags the delay for those older than one day (DELAYED_REPORT). Transmission deadline: positions recorded on the domain are transmitted within no more than 30 minutes of measurement while the OBE has connectivity, so that (a) the session remains continuous below the 60-minute gap threshold and (b) the positions are available to payment enforcement before a decision is taken on the detection;	—

	positions stored in the absence of connectivity are transmitted when it is restored, within the 7-day acceptance deadline.	
Transmission periodicity	Continuous; one envelope per HTTP request. At least one declaration per OBE for every 15 minutes of travel in the domain, within the 30-minute transmission deadline, so that sessions remain continuous below the 60-minute gap threshold and payment enforcement can confirm the coverage of detections.	—
Position sampling frequency	One position at least every 30 seconds or every 500 m travelled, whichever occurs first, with additional positions at entry into/exit from the domain; the STRR fills gaps by map-matching, but too low a frequency leads to an underestimation of the tolled kilometres.	—
Position accuracy	WGS84 positions; the STRR issues warnings for a fix with fewer than 4 satellites (WEAK_FIX) and a horizontal accuracy worse than 50 m (LOW_ACCURACY) and rejects positions more than 50 km from Romanian territory (OUT_OF_BOUNDS), implied speeds above 300 km/h (INVALID_SPEED) and jumps of more than 100 km between consecutive positions (IMPLAUSIBLE_DISTANCE). At least 99% of the positions in a month without a quality warning; the distance reconstructed from the positions, before rounding, must not differ by more than $\pm 4\%$ from the distance actually travelled.	STRR validation rules
Clock tolerance	The timestamp of a position may not be more than 10 minutes in the future relative to the STRR reference time (FUTURE_TIMESTAMP); time is expressed in UTC (ISO 8601 / GeneralizedTime)	STRR validation rules

Chronology	Positions within a declaration are monotonically non-decreasing in time; consecutive declarations of the same OBE have a strictly increasing chargeReportCounter and the first position later than the last position of the current session	STRR validation rules
Permitted percentage of rejected declarations	no more than 0.5% of the declarations in a month with apduAckCode 3 for reasons attributable to the provider (structural errors, chronology, unregistered OBE).	—
Permitted percentage of missed tolls	at least 99% of the passages of the provider's registered vehicles detected by ANPR on motorways, and 95% on national roads, are covered by a charging session of the provider ("declaration efficiency"); the difference may be charged to the provider in accordance with Art. 8 para. (2) of GO No. 8/2022.	—
Availability of STRR reception	99.5% per month for the declaration and status query endpoints, excluding maintenance windows announced at least 5 working days in advance. Reception typically responds in under 200 ms; the session becomes queryable in less than 30 seconds from acceptance.	—
Availability of the provider's system	99% per month for the AckAdu callback address and for the capacity to respond to user identification requests.	—
AckAdu delivery	The STRR attempts delivery immediately after generation and retries up to 3 times (after 1 s, 5 s and 30 s), then reschedules delivery within the 72-hour window; after 72 hours the acknowledgement remains available only by query (CALLBACK_UNAVAILABLE). Maximum response time expected from the provider per call: 5 s.	Interface specification
Response to requests for user data	Immediately upon CNAIR's request for a vehicle suspected of non-payment; within no more than 2 days of the request for all customers'	GO No. 8/2022

	vehicles used on the domain during a given period (Art. 5 para. (1) letters k) and l) of GO No. 8/2022). Service level: 12 hours for individual requests.	
Data retention	5 years from 1 January of the year following collection (Art. 22 para. (2) of Law No. 226/2023); the provider must be able to reconcile acknowledgements and calculation notes for at least 90 days after issue	Law No. 226/2023
Remedying of provider faults	Critical incident: remedied within no more than 4 hours of detection or of notification by CNAIR; major incident: no more than 8 hours; minor incident: no more than 30 calendar days. Time limits run 24/7 for critical and major incidents.	Section 9.2; KPI 7
Scheduled maintenance by the provider	Announced to CNAIR at least 5 working days in advance, in low-traffic periods; positions are stored and transmitted within 30 minutes of resumption of service.	Section 9.2
Monthly report of the provider	By the 15th of the following month: number of active OBE, user complaints received and resolved, incidents and periods of unavailability, changes made.	Section 30
Monthly KPI report of CNAIR	By the 25th of the following month; the provider may submit comments within 5 working days of receipt, and CNAIR provides a reasoned reply within 5 working days.	Section 32

9.1. Operation in Degraded Mode

This section lays down the rules on operation in degraded mode, in accordance with Art. 15 para. (2) letter f) of the Norms.

a) Unavailability of the STRR. In the event of a malfunction of the STRR or of the automated enforcement means, whatever the cause, vehicles for which there is an active OBE are not recorded as being in a situation of non-payment for the period of the malfunction, and the related TollRo is determined subsequently, on the basis of the available data, without additional charges (Art. 9 para. (4) of the Norms). The provider stores the declarations and transmits them when reception resumes, within the 7-day acceptance deadline. CNAIR publishes without delay a notice of the malfunction and its duration and notifies providers via the operational channel.

Periods of unavailability and the transmission period following resumption are excluded from the calculation of the performance indicators.

b) Unavailability of the provider's system. The provider notifies CNAIR of any critical incident within no more than one hour of detection. The OBEs store positions during the unavailability, and the provider transmits them upon resumption, within the 7-day acceptance deadline, remaining liable for the related TollRo. If the unavailability exceeds 24 hours or if the provider cannot guarantee the transmission of positions within the 7-day acceptance deadline, the provider informs users without delay, who may pay TollRo by route ticket or via the mobile application until the service resumes; CNAIR and the provider agree on the measures necessary to avoid double tolling. Users' obligations remain those laid down in Art. 17 of Law No. 226/2023 and Arts. 23–24 of the Norms.

c) OBE failure during a journey. In the event of failure of or damage to the OBE, the user stops the journey in compliance with the traffic rules, notifies the provider and pays TollRo by another means provided for by law before continuing the journey (Art. 24 para. (1) of the Norms). The provider makes available to users, 24/7, a helpline for such situations and communicates the instructions to them upon contracting.

d) Theft, loss or destruction of the OBE. Art. 24 paras. (2)–(5) and Art. 25 of the Norms apply; the provider invalidates the OBE immediately upon notification by the user.

9.2. Incident Management and Communication Matrix

CNAIR and the SETRo provider inform each other, via the operational channel, of any incident or maintenance work having an impact on the other party or on users. The provider applies a documented incident management process in accordance with a recognised standard (for example ITIL or equivalent) and designates, in the communication matrix annexed to the SETRo Contract: (i) a contact point available 24/7 for incidents; (ii) the persons responsible for the interface with the STRR; (iii) the persons responsible for invoicing, settlement and complaints; (iv) the person responsible for information security; (v) a SETRo manager, as CNAIR's main point of contact. CNAIR designates corresponding contacts. The data in the communication matrix are not disclosed to users.

Representatives of CNAIR and of each SETRo provider meet quarterly (monthly during the first year of operation) to review service levels, incidents and planned changes.

9.3. Change Management

The SETRo provider notifies CNAIR, at least 30 days in advance, of any significant change to its system, to the OBE types or software versions having an impact on position collection, to subcontractors, to financial flows or to physical points (Art. 17 para. (3) of the Norms). The notification includes a description of the change, an assessment of its impact on the service and the implementation timetable. CNAIR may request, within 15 days of the notification, regression

tests limited to the changed elements. Changes affecting interoperability constituents are applied only after CNAIR's written confirmation.

Changes to context data (network extension, toll updates) are standard changes which entail no costs for providers and no re-authorisation, and are applied in accordance with section 29. Updating contact details, renewing credentials and exchanging trust objects do not constitute changes within the meaning of this section.

10. Invoicing Policy

The basis for settlement between CNAIR and the SETRo provider is the set of charging sessions tolled by the STRR for the provider's vehicles in a settlement period (Art. 18 para. (2) of the Norms). For each period, CNAIR generates a consolidated statement (calculation note) accompanied by a detailed per-vehicle annex (registration number, OBE identifier, vehicle category, emission class, route travelled by road category, kilometres, unit toll applied, amount), in which the provider's commission is shown separately (Art. 18 para. (3) of the Norms), and issues the electronic invoice. The consolidated statement, the annex and the invoice are sent automatically to the e-mail address declared by the provider and are available in PDF format and in a structured, machine-readable format.

Item	Rule	Source
Currency	Leu (RON)	Law No. 226/2023 Art. 12 para. (10)
Language of documents	Romanian	General Terms and Conditions of the SETRo Contract
Settlement period	Half a month (from the 1st to the 15th and from the 16th to the end of the month); the consolidated statement and the invoice are issued within no more than 3 working days from the end of the period	Norms Art. 18 para. (2)
Content of the invoice annex	Per vehicle: registration number, OBE, category and emission class, kilometres per road category, unit toll, amount; per invoice: totals per road category, number of vehicles and OBE	STRR
Separate presentation of the infrastructure charge and external costs	The calculation note shows separately, per road category, the infrastructure charge (EURO VI level) and the external-cost charge (the difference attributable to the emission class).	STRR
Corrections and complaints	The provider may contest the consolidated statement within 5	Norms Art. 18 para. (4); Annex F

	working days of receipt; CNAIR resolves the challenge within 10 working days; differences are adjusted in the next consolidated statement. A challenge does not suspend the obligation to pay the uncontested amounts.	
Provider's commission	Shown separately in each consolidated statement and invoiced monthly by the provider, in accordance with section 12	Norms Art. 18 para. (3) and Art. 20
Model of invoicing to users	The SETRo provider invoices TollRo to users in its own name, in accordance with Art. 17 para. (2) of the Norms, following the same model for all providers, as reflected in the model contract (Annex F); TollRo is shown separately from the charges for the provider's own commercial services, and CNAIR does not issue invoices to SETRo users. The commission is invoiced by the provider to CNAIR in accordance with the rules of the Fiscal Code on the place of supply and the person liable for payment of VAT: with VAT, if the provider is established in Romania, or under the reverse-charge mechanism, if it is not established in Romania. A provider not established in Romania fulfils its tax obligations in accordance with the Fiscal Code, including, where applicable, by registering for VAT purposes or through a fiscal representative.	Norms Art. 17 para. (2) and Art. 21 para. (2); Reg. (EU) 2020/204 Art. 2 para. (6)

11. Payment Policy

Item	Rule	Source
Debtor	The SETRo provider owes CNAIR the TollRo for all charging sessions of the vehicles on its whitelist, regardless of whether it has collected the amount from the user, except for TollRo relating to invalidated OBE, from the effective time of invalidation. Payment of TollRo by the user to the provider	Law 226/2023 Art. 14 para. (2) letter a), Art. 15 para. (5), Art. 16 para. (3); Norms Art. 18 para. (1), Art. 25 para. (3)

	discharges the user's obligation towards CNAIR.	
Payment term	7 calendar days from the issue of the invoice	Norms Art. 18 para. (2)
Method of payment	Bank transfer to the CNAIR account indicated in the contract and on the invoice; payment is deemed made when the CNAIR account is credited.	General Terms and Conditions of the SETRo Contract
Set-off	The provider may not discharge by set-off CNAIR's claim regarding TollRo against its own claims, including the remuneration. CNAIR may set off its due and unpaid claims regarding TollRo, missed TollRo and related interest against the remuneration owed to the provider, by written notice indicating the amounts set off.	Civil Code Art. 1616 et seq.; Annex F
Late-payment penalties	Statutory penalty interest, calculated for each day of delay	Norms Art. 18 para. (6); GO No. 13/2011; Law No. 72/2013
Calling of the guarantee	For amounts due under the consolidated statements and unpaid when due, as well as for penalties due and unpaid, only after prior notice to the provider and no earlier than 72 hours after such notice has been communicated	Norms Art. 18 para. (5); section 13
Measures for non-payment	After expiry of the 72-hour period from notification, CNAIR may order, on a graduated basis: (i) suspension of the right to enrol new users; (ii) if non-payment exceeds 5 days from the due date or the called guarantee is not replenished in time, suspension of the authorisation; (iii) if non-payment exceeds 45 days from the due date, withdrawal of the authorisation and termination of the SETRo Contract, in accordance with section 33. Declarations for journeys prior to the effective time of the suspension remain accepted and under the provider's liability.	Norms Art. 18 para. (5)

12. Commercial Conditions: Remuneration

The commercial conditions are transparent, non-discriminatory and identical for all SETRo providers in comparable situations (Art. 7 para. (2) of Directive (EU) 2019/520; Art. 15 para. (4) and Art. 20 para. (7) of the Norms). The remuneration calculation methodology has been approved by the CNAIR Board of Directors. The individualised elements are set out in the SETRo Contract.

12.1. Form of Remuneration, Remunerated Services and Calculation Base

For the electronic road tolling service and the collection of TollRo, the SETRo provider receives remuneration in the form of a percentage commission applied to the calculation base (Art. 15 para. (1) of Law No. 226/2023; Art. 20 paras. (6) and (8) of the Norms). The commission remunerates the fulfilment of the obligations laid down in Art. 17 para. (1), Art. 22 and Art. 25 of the Norms: continuity of the service and of the interfaces with the STRR; transmission of complete and correct TollRo declarations and full and timely payment of the amounts due to CNAIR, irrespective of collection from users; association of OBE with vehicles and management of the list of invalidated OBE; permanent user assistance; allowing CNAIR checks and audits; record keeping; provision of the data necessary to establish non-payment of TollRo; provision of the financial guarantee. The commission also covers the risk of non-collection from users for valid OBE and the cost of the financial guarantee. The following are not remunerated by CNAIR: (i) detection of domain use, route reconstruction and TollRo calculation, performed centrally by CNAIR through the STRR; (ii) commercial services separate from TollRo, which the provider may invoice to users under the conditions of Art. 21 of the Norms.

Calculation base. The commission is applied to the value excluding VAT of the TollRo declared by the SETRo provider, validated in the STRR and transferred in full to the CNAIR account (Art. 20 paras. (6) and (8) of the Norms). Payment is deemed made on the date the CNAIR account is credited (Art. 18 para. (4) of the Norms); the commission relating to a partly paid consolidated statement becomes due on the date of full payment. No commission is due for undeclared, rejected, recalculated or unpaid amounts or for missed TollRo (section 31). The calculation base for a month comprises the consolidated statements paid in full in that month; refunds to users and other adjustments reducing validated TollRo reduce the calculation base of the month in which the consolidated statement containing them is paid in full. The tier level and the launch supplement are determined according to the settlement period to which each consolidated statement relates.

12.2. Commission Scale

The commission is determined according to the following commission scale:

Tier	Monthly average of the TollRo (excluding VAT) included in the calculation base over the last 12 consecutive months of activity – thresholds for the first remuneration period	Commission
I – entry tier	up to and including RON 2 million, as well as all providers during their first 12 months of activity	3.00%
II	above RON 2 million and up to and including RON 10 million	2.75%
III	above RON 10 million	2.50%

Each provider is placed in a single tier, the level of which applies to the entire calculation base, subject to the non-regression rule (section 12.4). The tier thresholds remain unchanged for the duration of a remuneration period and are set, together with the commission levels, for each remuneration period (section 12.8). The percentage levels are not indexed.

12.3. Placement in the Scale

During the first 12 consecutive months of activity, all providers are placed in tier I, regardless of volume. On completion of each period of 12 consecutive months of activity, the placement is updated on the basis of the monthly average of the TollRo included in the calculation base during that period (Art. 20 para. (9) of the Norms). The monthly average is the sum of the calculation base relating to the consolidated statements paid in full in the 12 months, divided by the number of months in the period, less the months in which the authorisation was suspended for at least 15 days. The new placement applies for the next 12 months of activity, to the consolidated statements relating to settlement periods beginning after the completion of the 12-month period, and is communicated to the provider within no more than 5 working days. The activity period begins on the date of the first TollRo declaration validated in the STRR, includes pilot operation and runs continuously, including during the suspension of the authorisation.

Example. A provider starting activity in March 2027 receives 3.00% (3.25% with the launch supplement) in the first 12 months. If the monthly average for that period is approximately RON 6 million, from March 2028 it is placed in tier II and receives 2.75% (3.00% with the supplement, until 31.12.2028). A provider with an average of approximately RON 15 million/month is placed, after the first year, in tier III and receives 2.50%.

12.4. Non-Regression Rule

For a provider placed in tier II or III, if the calculation base for a month (V) exceeds the upper threshold of the next lower tier (P_{k-1}), the commission for the month may not be lower than the amount resulting from applying the level of the next lower tier (N_{k-1}) to that threshold: **if $V > P_{k-1}$, Commission = max [$N_k \times V$; $N_{k-1} \times P_{k-1}$]; if $V \leq P_{k-1}$, Commission = $N_k \times V$** , where N_k is the level of the tier in which the provider is placed. The rule eliminates only the loss arising from crossing the threshold and does not apply in months in which the calculation base does not exceed the threshold. While the launch supplement applies, it is added to both levels being compared.

Example. A provider placed in tier III, with a calculation base of RON 10.5 million in a month, after the launch supplement period, receives max $(2.50\% \times 10.5 \text{ million} ; 2.75\% \times 10 \text{ million}) = \text{RON } 275,000$. For a calculation base of RON 11 million or more, 2.50% applies directly; for a calculation base of RON 8 million, 2.50% applies, i.e. RON 200,000.

12.5. Launch Supplement

For the period **15.01.2027 – 31.12.2028**, the commission levels in the scale are increased by **0.25 percentage points**. The increase applies to all SETRo providers, regardless of the date of authorisation, for the consolidated statements relating to settlement periods falling within this interval.

12.6. Adjustment Based on Performance Indicators (Malus, No Bonus)

The indicators, target thresholds and critical thresholds are those in section 32 (KPI 1–KPI 8). Failure to meet them has the following consequences for the commission:

Situation	Consequence	Condition
An indicator below the target threshold for two consecutive months	Remediation plan, without reduction of the commission	—
The indicator remains below the target threshold after the deadline in the remediation plan	5% reduction of the month's commission, for each indicator	Until it returns above the target threshold
An indicator below the critical threshold	10% reduction of the month's commission, for each indicator	From the first month in which the critical threshold is not met
Aggregate cap	20% of the month's commission	Includes all reductions and penalties related to indicators KPI 1–KPI 8, including those relating to KPI 4 (declaration efficiency) and KPI 5 (whitelist accuracy). Does not include missed TollRo, late-payment interest and damages

The provider submits the remediation plan within 10 working days of CNAIR's request; the plan is approved by CNAIR and has an implementation deadline of no more than 60 days. Only one reduction, the highest, applies for the same indicator and the same month. The financial consequences apply after the provider's first 12 months of activity; during that period, the indicators are monitored and reported, and CNAIR may request remediation plans. The measures laid down in section 33 for serious and repeated failure to meet the indicators apply from the start of activity. No bonus is granted.

12.7. Calculation, Invoicing and Payment of the Commission

The commission is invoiced monthly. Within no more than 5 working days from the end of each month, CNAIR communicates to the provider the total commission relating to the consolidated statements paid in full in that month. The monthly commission is determined in the following order: (1) the calculation base for the month, after adjustments; (2) application of the tier level, increased, where applicable, by the launch supplement; (3) the non-regression rule; (4) reductions based on performance indicators, subject to the 20% cap; (5) set-off in accordance with section 11.

The provider may contest the calculation within 5 working days, and CNAIR resolves the challenge within 5 working days. The provider issues the invoice for the uncontested part on the basis of the calculation communicated, and for the contested part on the basis of the decision on the challenge, in accordance with the invoicing rules in section 10; CNAIR pays each invoice within no more than 30 days of receipt. For late payment, CNAIR owes statutory penalty interest in accordance with GO No. 13/2011 and Law No. 72/2013.

12.8. Remuneration Period

The first remuneration period is 15.01.2027 – 31.12.2028; subsequent periods each last two calendar years, starting on 01.01.2029. During a remuneration period, CNAIR shall not unilaterally reduce the remuneration levels or change the tier thresholds, except for changes required by the legal framework.

For each subsequent period, CNAIR publishes on its own website and sends to SETRo providers the draft levels and thresholds at least 6 months before the start of the period, and providers may submit comments within 30 days. The final levels and thresholds are published by updating the Statement at least 4 months before the start of the period and apply to contracts in force without an addendum. A provider that does not accept them may terminate the SETRo Contract by notice sent within 30 days of publication, with 3 months' notice; until termination, the levels and thresholds in force apply.

To the extent permitted by the Norms, the methodology for subsequent periods may also include a monthly component per active OBE; such a change applies only from the start of a new remuneration period.

12.9. Authorisation Costs

CNAIR does not charge an accreditation fee and does not recover authorisation, testing and integration costs from providers (Art. 15 para. (2) letter e) and Art. 16 para. (3) letter d) of the Norms). No fixed fees or accreditation costs are deducted from the remuneration.

13. Commercial Conditions: Financial Guarantee

13.1. Basis and duration. The provider provides and maintains, for the entire duration of the SETRo Contract and until all obligations have been discharged, a financial guarantee in favour of CNAIR, in accordance with Annex II point 1.1 letter c) to Implementing Regulation (EU)

2020/204, Art. 15 para. (2) letter d) and Art. 16 para. (3) letter b) of the Norms, proportionate to the estimated volume of TollRo relating to the provider's users and to CNAIR's financial exposure.

13.2. Form. A bank guarantee letter or a surety insurance policy, irrevocable, unconditional and payable on first demand, issued by an institution authorised in an EU or EEA Member State, without rating requirements that would exclude medium-sized banks, in accordance with the model in Annex H.

13.3. Currency. Lei or euro, at the NBR exchange rate on the date of issue. For guarantees in euro, adequacy is checked monthly at the NBR exchange rate on the date of recalculation.

13.4. Initial amount. The estimated average TollRo for one settlement period, calculated as the estimated TollRo for the first 12 months divided by 24 settlement periods, according to the provider's business plan, which includes, for each of the 36 months from the start of operation, the estimated number of SETRo users, the estimated number of active OBE and the estimated TollRo (excluding VAT).

13.5. Recalculation. From the first full month of activity, the amount is recalculated monthly, at the level of the monthly average of the TollRo paid by the provider over the last 12 months (or over the months of activity, if fewer), which represents the ceiling laid down in Regulation (EU) 2020/204. During the first 12 months of activity, in which the regime for new providers under the Regulation applies, the guarantee may not be lower than the initial amount. The sizing covers CNAIR's actual exposure of approximately one month of TollRo until the time at which the authorisation may be suspended for non-payment (the settlement period, 3 working days for issuing the consolidated statement, 7 days until the due date and 5 days after the due date).

13.6. Top-up and reduction. An increase resulting from recalculation applies automatically, and the provider tops up the guarantee within 15 days of CNAIR's notification. A reduction applies only upon the provider's reasoned request, which CNAIR decides within 14 days.

13.7. Calling of the guarantee. Only for amounts due under the consolidated statements and unpaid when due and for penalties due and unpaid, after prior notice to the provider and no earlier than 72 hours after such notice has been communicated (Art. 18 para. (5) of the Norms). After expiry of this period, CNAIR may also order the suspension of the right to enrol new users; if non-payment exceeds 5 days from the due date or the guarantee is not replenished in time, CNAIR may suspend the authorisation, in accordance with section 33.

13.8. Replenishment. Within 10 working days of the guarantee being called.

13.9. Renewal. At least 30 days before expiry; the guarantee must be valid for the entire duration of the SETRo Contract and until the obligations have been discharged.

13.10. Return. Within 60 days of termination of the contract, after all obligations have been discharged.

13.11. Consequences. Failure to provide, replenish or renew the guarantee in time constitutes grounds for suspension of the authorisation, in accordance with section 33.

14. SETRo Users

The relationship with SETRo users belongs exclusively to the SETRo provider. Users may subscribe to the EETS through any SETRo provider, regardless of nationality, State of residence or State of registration of the vehicle.

14.1. Obligations of the SETRo Provider towards Users

- to inform the user, upon signing the contract, of the accepted payment methods, of the processing of personal data and of the rights arising under the GDPR, and to make its contracting policy public;
- to inform the user that payment of TollRo to the provider discharges the payment obligation towards CNAIR;
- to inform the user of its obligations on the EETS domain, of the extent of the domain and of the tolls, of the alternative payment methods in the event of OBE unavailability and of the consequences of OBE invalidation, as well as of the obligation not to continue travelling on the EETS Domain Romania until the OBE has been restored to working order or replaced or until the TollRo due has been paid by an alternative method (Art. 17 para. (2) letter f) of Law No. 226/2023; Art. 24 para. (1) of the Norms);
- to provide an OBE personalised for the registered vehicle, with the invariable classification parameters correctly recorded, and to provide assistance for its correct installation;
- to resolve user complaints concerning TollRo; CNAIR does not provide assistance to SETRo users and refers them to their provider.
- to inform the user without delay of any failure to declare tolls relating to its account, giving it the opportunity to regularise the account before enforcement measures are applied, to the extent permitted by law.
- to inform users without delay of any unavailability of its service and of the alternative payment methods during such unavailability (section 9.1);
- to keep the documents on the basis of which it personalised the OBE and recorded the classification parameters and to make them available to CNAIR on request;
- to show TollRo separately from the charges for its own commercial services, including in the invoices issued to users (Art. 21 para. (2) of the Norms; Art. 2 para. (6) of Regulation (EU) 2020/204);
- not to increase the amount of TollRo or include in it its own commissions or charges; not to present commercial charges as part of TollRo; not to make payment of TollRo conditional on the purchase of services that are not necessary for the provision of the service; not to levy charges not communicated to and accepted by the user before contracting (Art. 21 para. (2) of the Norms).

14.2. Customer Services and Mutual Assistance

- The customer relationship is established between the SETRo provider and the SETRo user; the provider is solely responsible for customer services.
- The SETRo provider is not entitled to grant SETRo users credits (deferrals, instalments, discounts, refunds or other facilities) on behalf of CNAIR. User requests concerning TollRo levied are forwarded by the provider to CNAIR, which verifies their legitimacy, informs the provider of the outcome and, where appropriate, transfers the corresponding amount to the provider.

Interaction between SETRo users and CNAIR is limited to the payment enforcement process and the application of sanctions.

14.3. Physical Points and Means of Payment

The SETRo provider ensures at least one physical point for distribution, assistance and payment collection in Romania, either its own or operated by a third party under a contract concluded with the provider; CNAIR does not require more than one physical point (Art. 15 para. (2) letter c) and Art. 16 para. (3) letter a) of the Norms). Payment of TollRo by the provider to CNAIR is made exclusively by bank transfer, in accordance with section 11; the means of payment offered to users are determined by the provider and communicated to them upon contracting.

14.4. User Complaints Concerning TollRo

The provider forwards to CNAIR user complaints concerning the calculation of TollRo within no more than 5 working days of receipt, together with the relevant data. CNAIR resolves the complaint within no more than 15 working days and communicates the outcome to the provider; amounts due to the user are adjusted in the next consolidated statement, and the provider refunds them to the user within no more than 30 days. The adjusted amounts reduce the commission calculation base in accordance with section 12.1.

PART III — AUTHORISATION (ACCREDITATION) PROCEDURE FOR SETRo PROVIDERS

Acceptance of unrestricted operation as a SETRo provider on the EETS Domain Romania is conditional upon completion of the stages below, in the order indicated. The same acceptance procedure applies to all EETS providers. In order to shorten the procedure, the tests in stage 5 may be carried out in parallel, to the extent permitted by the test programme approved by the parties, and CNAIR takes into account the EC declarations of conformity and the test results obtained in other EETS domains, in accordance with section 23. The duration of the procedure depends in particular on the successful completion of the suitability for use tests and may vary accordingly.

15. Principles

- CNAIR accepts, without discrimination, any EETS provider that complies with the obligations and general conditions of the Statement; applications are handled in the order in which they are submitted complete.
- The fact that the EETS provider's service covers, at the date of the application, only the EETS Domain Romania does not constitute grounds for refusing authorisation (Art. 16 para. (2) of the Norms).
- Authorisation is granted for the services, vehicle classes and OBE types verified and accepted by CNAIR and may not be transferred to another legal person (Art. 16 para. (4) of the Norms).
- The burden of proving conformity to specifications and suitability for use lies with the EETS provider; CNAIR makes available the test environment, the generic test procedures, the technical documentation and the necessary assistance.
- The EETS provider bears its own costs of preparation, conformity assessment and participation in tests. CNAIR does not charge an accreditation fee and does not recover its own authorisation, testing and integration costs from providers (Art. 16 para. (3) letter d) of the Norms).
- CNAIR informs the EETS provider in writing, at the end of each stage, of the outcome of the assessment and of the next steps.
- Approval for unrestricted operation may be granted only if the suitability for use test has been successfully completed and the financial guarantee has been provided in accordance with section 13.
- If unrestricted operation cannot take place for reasons attributable to the provider, CNAIR may terminate the SETRo Contract by reasoned written notice, in compliance with section 33.

16. Stage 1 — Registration of the EETS Provider with CNAIR

The EETS provider registers with CNAIR and declares its intention to become a SETRo provider on the EETS Domain Romania by sending its application to the dedicated e-mail address. The provider submits proof of its registration as an EETS provider in the Member State in which it is established and, if it is registered in another Member State, proof of the submission to ICI Bucharest of the statement and of the copy of the certificate provided for in Art. 2 para. (4) of the registration procedure. For Romanian legal persons, registration as an EETS provider is carried out by ICI Bucharest under the conditions of Art. 4 of GO No. 8/2022 and of the procedure approved by Joint Order SGG/MTI No. 378/362/2022, as amended and supplemented by Joint Order SGG/MTI No. 159/246/2026. CNAIR acknowledges receipt of the application, signs the confidentiality undertaking with the provider and sends it the detailed technical documentation and access to the test environment.

17. Stage 2 — Technical and Commercial Concept of the EETS Provider

The EETS provider prepares a technical and commercial concept for its activity as a SETRo provider on the EETS Domain Romania. The concept contains consistent information on the following points, for which the provider makes available to CNAIR, on request, the corresponding evidence and all necessary information:

- designation of the types of on-board equipment (on-board units), including hardware and software versions, proof of equivalence with the on-board unit type notified at the time of registration as an EETS provider, sources of supply and the relevant approval documents (EC declarations of conformity);
- an appropriate quality assurance system;
- adequate staff;
- an appropriate customer management concept;
- sufficient financial capacity and solvency of the provider, including in particular evidence that the financial resources necessary to implement the concept are secured at least for the phase preceding the start of operation and for the first two years of operation (for example commitments of own funds or financing commitments);
- the implementation timetable;
- a risk management plan (for example the risk of interruption of commercial operations, liquidity risk).
- the 36-month business plan, broken down monthly by the estimated number of SETRo users, the estimated number of active OBE and the estimated TollRo (excluding VAT), required for sizing the guarantee (section 13);
- information on the coverage of the risks associated with the activity of SETRo provider, including the third-party liability insurance held, as part of the risk management plan (Art. 4 para. (1) of GO No. 8/2022);
- a description of the processes for incident management, business continuity and informing users in degraded mode (section 9).

18. Stage 3 — Plausibility Check by CNAIR

CNAIR checks the plausibility of the concept submitted in terms of compliance with the requirements of the Statement and, where necessary, makes requests for improvement or communicates a list of issues to be remedied; the provider complies with the requests or plausibly remedies the issues raised. CNAIR informs the provider of the extent to which the concept meets the requirements and, if favourable, invites it to sign the SETRo Contract. Indicative duration: 4–6 weeks, including one round of clarifications.

19. Stage 4 — Conclusion of the SETRo Contract

The EETS provider and CNAIR conclude the SETRo Contract (a standard framework contract with identical general conditions for all providers). The contract contains the Statement, including the general terms and conditions therein, as well as the additional contractual

arrangements between CNAIR and the SETRo Provider. Upon signature, the SETRo Provider is registered by CNAIR, receives the unique SETRo Provider identifier (apduOriginator), is issued the digital partner certificate and has its access to the test environment activated with its real identity. The SETRo Contract is concluded on the basis of the model in Annex F, within no more than 30 days of CNAIR's invitation.

20. Stage 5 — Suitability for Use Testing

The EETS provider takes part in the accreditation tests and obtains a positive result (confirmation of suitability for use). The suitability for use assessment procedure consists of a comprehensive accreditation test (the "Suitability Test"), with four mandatory stages:

Stage	Objective	Environment	Content on the EETS Domain Romania
A — On-board unit interaction	Demonstration of the correct interaction of all on-board unit types under normal operating conditions	Test environment with production-equivalent characteristics, then, as recommended, the production environment	Personalisation of OBE for registered vehicles, recording of positions on the domain, trailer declaration, storage of positions in the absence of communications
B — Back-office system compatibility	Verification of timely and error-free data exchange between the provider's back-office systems and the STRR	Test environment	Authentication, registration of vehicles and OBE, transmission of valid and invalid toll declarations, receipt of AckAdu via PUSH and POLL, handling of error codes
C — Complete (end-to-end) testing	Verification of full compatibility between the provider's on-board units, the provider's back-office system and processes and CNAIR's tolling infrastructure	Test environment, with real journeys on the domain, without levying TollRo	Execution of the battery of journey tests with each OBE type: prescribed scenarios on motorway, expressway, national road, transit through a municipal built-up area, border entry/exit, with and without trailer, with stops, signal loss, connectivity interruption and OBE invalidation; CNAIR compares the reconstructed routes, sessions and tolled kilometres with the reference for each scenario. At least 20 journeys per OBE type, including all mandatory

			scenarios. Before stage C, the provider hands over the on-board units to CNAIR.
D — Invoicing systems	Demonstration of the correct functioning of the invoicing systems and the invoice control tools between the provider and CNAIR	Test environment	Generation and reconciliation of the calculation note and of the per-vehicle annex for the test sessions; invoicing of test users by the provider

For stage C, the provider makes available to CNAIR at least three OBE of each proposed type, which are returned after completion of the tests. A failed test may be repeated within no more than 10 working days of communication of the result, within the 3-month limit laid down in Art. 16 para. (3) letter c) of the Norms.

20.1. Stage 6 — Provision of the Financial Guarantee

The provider provides the financial guarantee in accordance with section 13 and sends the list of pilot vehicles.

20.2. Stage 7 — Pilot Operation

After successful completion of the tests and provision of the guarantee, CNAIR grants the provider a limited authorisation, restricted to the pilot vehicles and the verified OBE types (Art. 2 letter a) of Law No. 226/2023; Art. 16 para. (4) of the Norms), so that payment of TollRo to the provider discharges the users' obligation towards CNAIR (Art. 16 para. (3) of the Law). The provider operates in the production environment, for a limited number of vehicles agreed with CNAIR, for a period of no more than 6 weeks (three settlement periods). For pilot vehicles, TollRo is due and paid through the provider, in accordance with sections 10 and 11. The pilot is successful if all indicators in section 32, calculated over the entire duration of the pilot, meet the target thresholds. At the end of the pilot, CNAIR and the provider sign an evaluation report.

21. Stage 8 — Approval for Unrestricted Operation

CNAIR communicates to the provider the final assessment of the conformity to specifications and suitability for use of the interoperability constituents. Upon successful completion of pilot operation, CNAIR extends the limited authorisation to unrestricted operation by written notice in which it presents the conformity assessment and transmits the test reports confirming the successful completion of the suitability for use testing. CNAIR notifies ICI Bucharest of the entry of the SETRo Contract in the National Electronic Register.

22. Stage 9 — Commencement of Operation

The SETRo provider begins unrestricted operation on the EETS Domain Romania on the date communicated in the authorisation notice. Suitability for use testing and pilot operation take

place within no more than 6 months in total from the date of submission of the complete documentation, i.e. the complete technical and commercial concept (Art. 16 para. (3) letter c) of the Norms); the indicative duration of the entire procedure is set out in Annex B. In the event of unremedied non-conformities, the provider may resume testing within no more than 3 months of communication of the result; if the non-conformities are not remedied within that period, CNAIR rejects the application by reasoned decision, in accordance with section 33, and the provider may submit a new application.

23. Assessment of Conformity to Specifications and Suitability for Use

The conformity to specifications of the interoperability constituents (the on-board units and the interface of the provider's back-office system) is demonstrated by the manufacturer's EC declaration of conformity, drawn up in accordance with modules A or B+C of Annex III to Regulation (EU) 2020/204, for each on-board unit type. The provider is responsible for maintaining conformity throughout the contract and for notifying any change to the on-board unit type (section 9.3).

Suitability for use is demonstrated through stages A–D of the suitability test. The measurable criteria are: acceptance of declarations (apduAckCode 2) for all positive scenarios, correct rejection of negative scenarios, accuracy of the reconstructed distance against the reference in the battery of journey tests (deviation of no more than 4% per journey and no more than 2% in aggregate), measured on the reconstructed distance before rounding, per road category, so that short journeys are not rejected because of rounding; the correctness of rounding and tolling is verified separately, by comparing the tolled kilometres and the amount of each reference journey with the expected result; delivery and acknowledgement of AckAdu, real-time whitelist updating and compliance with transmission deadlines. Upon completion, CNAIR issues the certificate of successful completion of the tests.

CNAIR may set up a joint test environment with other toll chargers and may accept the results of tests carried out by an authorised representative of several providers for the same on-board unit type. CNAIR recognises EC declarations of conformity and, insofar as they are relevant to the centralised calculation model, the results of suitability tests obtained by the same OBE type in other EETS domains, limiting the tests to the elements specific to the EETS Domain Romania.

24. Test Environment

CNAIR makes available to providers a test environment, functionally equivalent to the production environment, in which the following are available: the toll declaration endpoint, the status query, the vehicle management interface, the access token issuing service and a set of test context data. Access is granted after stage 1, with test credentials and a partner certificate issued for the test environment. Before submitting an application, interested EETS providers may request access to the test environment for interface benchmark tests, without contractual obligations, after signing the confidentiality undertaking.

PART IV — TECHNICAL CONDITIONS

25. Domain Technology, Interfaces and Applicable Standards

25.1. Domain Technology

The EETS Domain Romania implements GNSS technology, with the charging profile in which the toll charger calculates the toll. The 5.8 GHz DSRC radio interface between the OBE and roadside equipment is not implemented and, consequently, the requirements of Annex I point 1 to Regulation (EU) 2020/204 concerning DSRC transactions, compliance checking (EN ISO 12813) or localisation augmentation (EN ISO 13141) do not apply. Payment enforcement is carried out by ANPR (Annex I point 2) in conjunction with the charging sessions reconstructed by the STRR.

The interfaces between back-office services (Annex I point 3 to Regulation (EU) 2020/204) made available to SETRo providers on the EETS Domain Romania are:

Interface (Reg. (EU) 2020/204, Annex I)	Implementation on the EETS Domain Romania
3.2 (a) submission and validation of GNSS road toll declarations	Toll declaration endpoint (InfoExchange/TollDeclarationAdu) with AckAdu acknowledgement via PUSH and POLL
3.1 (b) exchange of EETS user lists (white/black lists)	Vehicle and OBE management interface (provider register), synchronous, in real time
3.1 (c) exchange of guarantees (trust objects)	The digital partner certificate issued by the STRR public key infrastructure and the STRR signing certificate, exchanged at enrolment
3.1 (d) exchange of context data	Publication of context data in the Statement and in the National Electronic Register
3.2 (b), (c) payment announcements and billing details	Calculation note with the per-vehicle annex, sent by e-mail and available in PDF format
Provision of user data at CNAIR's request	Through the operational channel agreed in the SETRo Contract

25.2. Applicable Standards and Statement of Deviation

Statement of deviation from the CEN/TS 16986 profile. The interface between the SETRo provider's back-office system and the STRR applies the base standard ISO 12855:2025 for the structure and semantics of the InfoExchange envelope (APCI + ADU), of the TollDeclarationAdu and of the AckAdu, as well as EN ISO 17575-1 for the content of charge reports. The EETS Domain Romania deviates from the CEN/TS 16986:2016/AC:2017 profile (and from the EN 16986:2024 edition, which maintains the same options) as regards the transfer mechanism and encoding (clause 6.6 of the profile): instead of SOAP 1.2/WSDL web services with XER-encoded APDUs signed with XML Signature, the exchange takes place via REST services over HTTPS, with the InfoExchange envelope JSON-encoded according to the JER rules (ISO/IEC 8825-8) applied to the ASN.1 module of ISO 12855:2025 and to the types imported from ISO 17573-3, and JAdES-

signed. The deviation is limited to the transfer mechanism and the signature; the encoding follows clause 7.1 of the base standard, and the content and semantics of the ADUs remain those of the standard. The only element of the envelope without a counterpart in the ASN.1 module is the root-level signatures member, which carries the JAdES signature in place of the infoExchangeAuthenticator element; signing of REST messages is permitted by ISO 12855:2025 in clause 7.2. The private specification — the domain ASN.1 module, which adds only optional components (ISO 12855:2025, 5.3) — is identified in the APCI of each envelope by aidIdentifier = 32 and protocolIssuerId = the STRR identifier as Provider; any change to the data specification is signalled by a new aidIdentifier value. Providers having a CEN/TS 16986 (XER/SOAP) implementation build an adapter to the interface.

Standard	Application on the EETS Domain Romania
ISO 12855:2025 — Information exchange between service provision and toll charging	Applied to the structure of InfoExchange (APCI + ADU), TollDeclarationAdu and AckAdu, including the AduAckCode and AduReasonCode codes. The encoding is JER (ISO/IEC 8825-8) of the ASN.1 module in Annex A, in accordance with clause 7.1, with the domain private module for the additional optional components (5.3); integrity and authenticity are ensured by the JAdES signature over the InfoExchange content (clause 7.2 point 5); neither XER/cXER nor the infoExchangeAuthenticator element is used.
CEN/TS 16986:2016/AC:2017 (EN 16986:2024) — Application profile for information exchange	Reference for the toll declaration transaction and for the content restrictions of the ADUs. Declared deviation regarding the transfer mechanism and the signature (clause 6.6): REST/HTTPS + JER + JAdES instead of SOAP/WSDL + XER + XML Signature; the element-by-element correspondence is in Annex C. The profile transactions not offered in ISO 12855 format (billing details, payment announcements, user data) are indicated in the table of interfaces above.
EN ISO 17575-1:2016 — Application interface definition for autonomous systems, Part 1: Charging	Applied to the ChargeReport / UsageStatement / MeasuredRawData structure and to the rule of issuing a new usage statement when the vehicle parameters change (§2.3.2.4).
EN ISO 17575-3 — Context data	Not applied: context data are not published in ISO 17575-3 format.
ISO 17573-1 / ISO 17573-3 — EFC architecture and data dictionary	Applied as a reference for roles and data types.
EN 15509, EN ISO 12813, EN ISO 13141, EN ISO 14906	Not applicable (no DSRC).
ISO/IEC 8825-8 (ITU-T X.697) — JSON Encoding Rules (JER); ISO 17573-3 — EFC data dictionary	Applied to the JSON encoding of the InfoExchange envelope and to the imported types (Provider, Obeld, EfcContextMark, VehicleLicencePlateNumber, AbsolutePosition3d, Distance, Period, vehicle description).

ETSI TS 119 182-1 (JAdES), RFC 7515 (JWS), RFC 7797 (unencoded payload), RFC 8785 (JCS)	Applied to the signing of declarations (provider) and acknowledgements (STRR): JWS General JSON Serialization, alg PS256, b64=false, crit=["b64"], x5c with the certificate chain, JCS-canonicalised payload.
ISO 3779 (VIN), ISO 3166-1 alpha-2 (country codes), ISO 8601 (time)	Applied to identifiers and timestamps (UTC).
WGS 84	The coordinate system of the declared positions.
Galileo / EGNOS	OBE placed on the market after the entry into force of GO No. 8/2022 must be compatible with the Galileo and EGNOS services (Art. 3 para. (3)).
TLS 1.2+ with mutual authentication (mTLS), OAuth 2.0, JWT	Applied to transport security and call authorisation (section 28).

If CNAIR implements a new version of a back-office interface standard, the previous version remains supported for at least 2 years (Annex I point 3 to Regulation (EU) 2020/204).

For information, the family of EFC reference standards for EETS domains comprises: ISO 17573-1 (architecture), ISO 17573-2 (terminology), ISO 17573-3 (data dictionary), ISO 17574 (security profiles), ISO 19299 (security framework), ISO 17575-1/-2/-3 (application interface for autonomous systems), ISO 12855 (information exchange between service provision and toll charging), CEN/TS 16986 (application profile for information exchange), CEN/TS 16702 (security monitoring), ISO 17444 (performance), ISO 21192 and ISO 21193, ISO 12813 (compliance checking), ISO 13141 (localisation augmentation) and the associated test standards (ISO 16407, ISO 16410, ISO 13143, ISO 13140, CEN/TS 17154). The SETRo provider complies with the technical regulations and standards applicable in Romania and in the European Union in force at the date of signature of the SETRo Contract and throughout its term; their application on the EETS Domain Romania is as set out in the table above.

26. Requirements for On-Board Equipment (OBE)

CNAIR accepts any functional OBE of an EETS provider whose conformity to specifications and suitability for use have been assessed in accordance with Art. 5 of Regulation (EU) 2020/204 and which is not on the list of invalidated OBE. CNAIR does not impose specific technical solutions or processes that would hinder interoperability with other EETS domains.

Requirements applicable to OBE on the EETS Domain Romania:

- it uses satellite positioning and is compatible with Galileo and EGNOS; it may also use mobile communications to transmit data to the provider's back-office system;
- it is suitable for use, interoperable and may use its own hardware and software or vehicle components; it may host other services provided that they do not interfere with tolling;
- it is personalised by the provider for the registered vehicle: the OBE — vehicle — registration number association is unambiguous throughout the journey; the OBE identifier (obeId) transmitted in declarations is the registered one;

- it enables the toll charger to identify the responsible SETRo provider, periodically monitors this information and deactivates itself if an irregularity is detected (Annex II point 2.1.2 to Regulation (EU) 2020/203);
- it has a human-machine interface which indicates to the user that it is functioning correctly and is capable of recording on the EETS Domain Romania, and which allows the declaration of variable parameters, displaying the current settings (Art. 4 para. (3) of Regulation (EU) 2020/204);
- it records positions throughout the journey on the domain, with UTC timestamps, speed and quality indicators (number of satellites, horizontal accuracy), at the frequency laid down in section 9;
- it stores positions in the event of a temporary loss of mobile communications and transmits them when the connection is restored, with the original timestamps;
- it is protected against tampering; the provider is responsible for the invariable classification parameters recorded in the OBE or in its back-office system (Art. 2 para. (5) of Regulation (EU) 2020/204).

Proof of conformity to specifications is provided by the manufacturer's EC declaration of conformity (Annex III to Regulation (EU) 2020/204) and by evidence of conformity with Government Decision No. 740/2016 (radio equipment) and Government Decision No. 487/2016 (electromagnetic compatibility), submitted at the request of the authorities (Art. 5 para. (1) letter f) of GO No. 8/2022). The provider notifies CNAIR of any new OBE type and of any software change having an impact on position collection (section 9.3).

27. Interface between Back-Office Services

The interface between the SETRo provider's back-office system and the STRR consists of two groups of REST services published through the STRR integration gateway: **collection of toll declarations** and **management of vehicles and OBE**. The published specifications of these services constitute the reference technical contract and are made available to providers at stage 1 of accreditation, after signature of the confidentiality undertaking.

27.1. Endpoints

Service	Test environment	Production environment	Authentication
Issuing of access tokens	https://api-test.etoll.ro:8243/iam/v1/auth/realms/external/protocol/openid-connect/token	https://api.etoll.ro:8243/iam/v1/auth/realms/external/protocol/openid-connect/token	mTLS with the partner certificate + the OAuth 2.0 client credentials assigned to the provider
Toll declarations and status query	https://api-test.etoll.ro:8243/strr/integrations/setre/v1	https://api.etoll.ro:8243/strr/integrations/setre/v1	mTLS + Bearer JWT with the rights granted to the provider

Management of vehicles and OBE (provider register)	https://api-test.etoll.ro:8243/strr/integrations/distributors/setre/v1	https://api.etoll.ro:8243/strr/integrations/distributors/setre/v1	mTLS + Bearer JWT with the rights granted to the provider
AckAdu callback address	Provided by the provider and registered by CNAIR at enrolment	idem	The STRR authenticates to the provider via mTLS using the STRR signing certificate, and the JAdES signature of the AckAdu is verified

27.2. Collection of Toll Declarations

Operation	Description	Responses
POST /collect/col-str/toll-declarations	Transmits a signed InfoExchange envelope containing exactly one TollDeclarationAdu; maximum size 10 MB; the ackAdus field may not be present on input; the pair apduOriginator + apduIdentifier must be unique (7-day deduplication window); apduOriginator must match the authenticated identity.	202 accepted (processing identifier, time of receipt); 400 invalid structure; 401/403 authentication/authorisation, or originator mismatch or no valid contract; 409 duplicate; 413 size exceeded; 503 reception temporarily unavailable (Retry-After)
GET /collect/col-str/toll-declarations/{apduIdentifier}/status	Query of the processing status and retrieval of the AckAdu (POLL); the lookup is restricted to the authenticated originator. A first query after approximately 5 s is recommended; the 202 response indicates the estimated completion time.	200 processing completed with full AckAdu; 202 processing in progress; 404 unknown identifier
GET /collect/col-str/toll-declarations/{apduOriginator}/{apduIdentifier}/status	The same query with the originator stated explicitly, validated against the authenticated identity.	200 / 202 / 404; 403 originator mismatch

AckAdu callback (PUSH) — POST to the provider's address	The STRR delivers the JAdES-signed AckAdu immediately after generation; retries after 1 s, 5 s and 30 s, then within the 72 h window. The provider responds with a 2xx code to confirm receipt.	—
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27.3. Requirements for the InfoExchange Envelope

- **Encoding:** JER of the ISO 12855:2025 ASN.1 module and of the domain private module (the JSON schema made available in accordance with Annex C is generated from these modules). Practical consequences: Provider-type identifiers are structures {countryCode, providerIdentifier}; ADU and declaration identifiers are integers; time values are GeneralizedTime in ASN.1 syntax (for example 20260906114500Z, UTC); OCTET STRING is transmitted as a hexadecimal string; enumerations are transmitted by their identifier; coordinates are integers in 10^{-7} degrees (WGS 84); absent optional components are omitted.
- **apci:** aidIdentifier (32), protocolIssuerId (the STRR identifier as Provider), apduOriginator (the provider identifier as Provider, assigned by CNAIR at enrolment), informationSenderId, informationRecipientId (STRR), apduIdentifier (unique per originator, integer), apduDate (GeneralizedTime), previousApduId / nextApduId / inResponseToApduId (optional, RelatedApduId).
- **adus.tollDeclarationAdus[0]:** aduIdentifier (integer, unique per originator and ADU type), tollDeclarationId (optional: issuerId as Provider, declarationId integer), chargeReport[] (at least one), actionCode/actionRequest (optional).
- **chargeReport:** obeld (mandatory, ObeId: manufacturerIdentifier + equipmentObuid — the vehicle identification key), vehicleLpNr (VehicleLicencePlateNumber: countryCode, alphabetIndicator, licencePlateNumber; normalised to canonical form — upper case, alphanumeric characters only), serviceProviderContract (EfcContextMark: contractProvider, typeOfContract, contextVersion), timeOfReport, reportPeriod (Period), chargeReportCounter (strictly increasing counter per OBE), usageStatementList[] (at least one), mileage (Distance: value, unit), frontEndVersion.
- **usageStatement:** usageStatementId, listOfRawUsageData (single structure: rawDataList[] — the positions —, vehicleDescription), noUsage.
- **measuredRawData:** measuredPosition (AbsolutePosition3d: latitude, longitude, altitude), timeWhenMeasured (GeneralizedTime UTC, monotonically non-decreasing) and, from the domain private module, the optional GNSS quality components: vehicleSpeed, heading, positionAccuracy, gnssIntegrity, numberOfSatellites. The standard element additionalGnssData (OCTET STRING) is not used. Position quality is expressed by

positionAccuracy (metres) and numberOfSatellites; horizontal dilution of precision (HDOP) is not transmitted.

- **vehicleDescription** (Table 237 of ISO 12855:2025, types from ISO 17573-3): vehicleClass, vehicleAxles, ladenWeight, weightLimits (including maximum authorised mass, kg), euroValueSubClass (emission class), exhaustEmissionValues, trailerCharacteristics (trailerDetails: trailerType, trailerAxles; trailerMaxLadenWeight; trailerWeightUnladen; trailerLicencePlate); from the domain private module, optionally: the vehicle identification number (VIN) and the CO₂ value.
- **signatures[]**: at least one JWS entry with a protected header (alg=PS256, b64=false, crit=["b64"], x5c = partner certificate + intermediate CA) and the signature computed over BASE64URL(header) + "." + JCS(infoExchangeContent).

27.4. Management of Vehicles and OBE

Operation	Description	Responses
POST /external/setre/v1/vehicles	Registers a vehicle of the provider (supplierId) with the associated OBE. Mandatory fields: supplierId, plateNumber, country (ISO 3166-1 alpha-2), category (CNAIR tariff category), emissionStandard (EURO_1 ... EURO_6, -, NON_EURO, UNKNOWN); recommended: vin (17 characters), maximumMass (kg), make, obuld, obuNo, obuDeviceModel, obuStatus (ACTIVE/INACTIVE/SUSPENDED), obuValidFrom/obuValidUntil, isObuWhitelisted. The combination vin + plateNumber + obuNo + obuld must be unique.	201 created; 400 invalid data or duplicate; 404 provider does not exist
GET /external/setre/v1/vehicles?tolServiceProviderId=&plateNumber=&obuld=	Searches the provider's vehicles by one or more criteria (combined with AND).	200 list (possibly empty); 400 no criteria
GET /external/setre/v1/vehicles/{vehicleId}	Details of a vehicle, including the OBE data.	200; 404
PUT /external/setre/v1/vehicles/{vehicleId}	Updates the modifiable fields (category, emission class, registration series, OBE data: identifier, number, model, status, validity, whitelist). Omitted fields remain unchanged.	200; 409 duplicate
DELETE /external/setre/v1/vehicles/{vehicleId}	Removes the vehicle from the provider register (whitelist). Declarations, charging sessions, calculation notes and the history of OBE statuses already recorded remain stored for the data retention period and remain attributable to the provider; removal does not affect the reconstruction of journeys and of historical liability. A vehicle with transactions in the current invoicing period or with an active OBE cannot be removed — the OBE must be deactivated first.	204; 409 active restrictions

Each provider sees and modifies only its own vehicles. Changes made by providers are logged and may be audited by CNAIR.

27.5. Error Handling and Retry

- 5xx and 503 responses with Retry-After when transmitting a declaration allow safe retransmission of the same envelope; a 409 response means that the envelope has already been accepted and must not be retransmitted — the result is obtained by status query.
- Synchronous error codes (range 1000–5999, in the body of 400/401/403/409/413/503 responses) are disjoint from the content codes reported in the AckAdu (range 10000–19999) and from the ISO 12855 ApduReasonCode codes (used only with apduAckCode 4).
- An AckAdu with apduAckCode 3 is not “corrected” by retransmitting the same envelope (this would produce 409); the provider transmits a new envelope, with a new apduIdentifier, containing the corrected declaration.

28. Security and Public Key Infrastructure

28.1. Identities and Chain of Trust

All communications between the SETRo provider and the STRR are secured by TLS with mutual authentication at the integration gateway, authorised by OAuth 2.0 tokens (JWT) issued by the STRR identity service, and content with evidential value (toll declarations and AckAdu acknowledgements) is electronically signed with JAdES. The three layers are independent: the client certificate establishes the transport identity, the token establishes the authorisation, and the signature establishes the author and the integrity of the data. The identity in the token, the identity in the signing certificate and the apduOriginator field must correspond to the same provider.

The STRR public key infrastructure has as its root **CNAIR Global Root CA** and, for SETRo providers, the intermediate issuing authority **CNAIR TOLLRO PARTNERS Issuing CA** (CRL distribution point: <http://crl-partners.etoll.ro/capartners.crl>). The partner certificate issued to each provider has a subject equal to the provider identifier (for example CN=SETRE-RO-001), an RSA 2048 key, and usage for digital signature and TLS client authentication; the same certificate is used both for the JAdES signing of declarations and as the mTLS identity. AckAdu acknowledgements are signed by the STRR with its own certificate from the same hierarchy; the root and intermediate certificates are made available to providers at enrolment for verifying STRR signatures.

28.2. Issuance and Life Cycle of the Partner Certificate

6. At enrolment (stage 4 of accreditation), the provider sends CNAIR a certificate signing request (CSR PKCS#10, RSA 2048, subject agreed with CNAIR) via the established channel.
7. CNAIR issues the certificate through the STRR public key infrastructure; the certificate is sent to the provider at the organisation’s official e-mail address.

8. The provider uses the certificate for mTLS authentication at the gateway and for JAdES signing. The intermediate certificate must be included in the x5c chain of the signature; transmitting only the leaf certificate is the most frequent cause of rejection.
9. Revocation is requested immediately by the provider upon compromise of the key; CNAIR revokes the certificate and publishes the certificate revocation list. The STRR checks revocation on the basis of the published lists; a revoked certificate is rejected.

28.3. Security Requirements for the Provider

- protection of the private key of the partner certificate (HSM or equivalent) and separation of the test and production environments;
- an information security management system certified to ISO/IEC 27001 or an equivalent audit; audited operational procedures for performance monitoring and handling of integrity incidents (Art. 2 para. (1) of Regulation (EU) 2020/204);
- monitoring of the availability of satellite navigation data and informing CNAIR of difficulties in signal reception (Art. 2 para. (2) of Regulation (EU) 2020/204);
- a contact point for security incidents available 24/7, with notification of CNAIR within no more than 24 hours of detecting an incident having an impact on the exchanged data;
- validation of the JAdES signature of each AckAdu received and of the STRR certificate against the CNAIR root.

29. Toll Context Data

Toll context data (Annex II point 3 to Regulation (EU) 2020/204) are the information necessary for the calculation and collection of TollRo on the EETS Domain Romania. CNAIR publishes the current version of the context data and, at the SETRo provider's request, the archived versions; the provider uses only current and valid context data in its systems and devices. Context data are divided into four categories:

- **General overview of the regime** — definition of the TollRo payment obligation and of the calculation method (sections 6 and 7);
- **Tariff information** — vehicle categories, tariff classes and the amount of the unit toll;
- **Context configuration** — the tollable network: the road sections subject to TollRo, the tollable road categories and their boundaries;
- **Reporting rules** — the structure of the toll declaration, the position attributes and the validation rules with which the SETRo provider must comply.

Since tolling is performed by the STRR, the context data serve the provider for informing users and for correctly configuring the recognition of entry into and exit from the domain. The sources and publication of each data set:

Data set	Content	Publication
Tollable network	The road sections of the EETS Domain Romania, with the road designation, the tollable road	GeoJSON geospatial file and tabular list, versioned and dated, published on the CNAIR website and in the

	category (001 motorways and expressways / 002 national roads), the start and end kilometre points, the geometry and the boundaries of the built-up areas of the excepted municipalities	National Electronic Register; providers are notified of each new version at least 30 days before its entry into force (Norms Art. 15 para. (3))
Unit tolls	Table of the unit toll by tariff category, road category and emission class, with the date of entry into force	The Statement; annual update in December
Vehicle classes	Tariff categories I/II/III and their correspondence with the type-approval category and the MAM; emission classes and their correspondence with the type-approval codes	The Statement
Validation parameters	Tolerances applied to declarations (clock, age, speed, distance, GNSS quality, session gap threshold)	The Statement

Changes to context data (network extension, toll updates) do not constitute substantial modifications of the system and do not require re-authorisation of providers; they are notified to providers at least 30 days before their entry into force, except for changes required by legislation with a shorter time limit.

Domain signage: CNAIR informs drivers, by road signs or other means, of the payment obligation and of the roads covered by the EETS domain (Annex II point 2.1.5 to Regulation (EU) 2020/203).

30. Cooperation Obligations of the SETRo Provider

- at CNAIR's request, to provide **immediately** the data relating to the vehicle involved in the alleged non-payment and to its holder, if the holder is its customer;
- to provide data relating to all vehicles of registered customers used on the domain during a given period and to those customers;
- to maintain the list of invalidated OBE and make it available to CNAIR, in accordance with section 8.5;
- to send CNAIR, by the 15th of the following month, the monthly report on the number of active OBE, complaints received and resolved, incidents and periods of unavailability of its system and changes made;
- to provide, at the request of the competent authorities and only on the basis of an express legal provision, anonymised data on the traffic generated on the domain.

CNAIR does not disclose to other toll service providers the data obtained from a SETRo provider and uses them exclusively for the purpose of identifying persons suspected of non-payment and for its obligations towards the tax authorities.

31. Liability for Missing or Erroneous Declarations

CNAIR may claim from the SETRo provider payment of TollRo for any failure to declare, supported by evidence, relating to a vehicle on its whitelist (Art. 20 para. (5) of the Norms). The evidence consists of ANPR detections for which there is no corresponding charging session. The amount is calculated at the applicable unit toll for the shortest distance on the EETS Domain Romania between consecutive detections of the same vehicle; where there is a single detection, for the length of the road section on which the vehicle was detected. CNAIR communicates the finding to the provider, together with the related evidence; the provider may contest it within 10 working days, and CNAIR resolves the challenge within 15 working days. The amounts established are included in the next consolidated statement. Payment of missed TollRo does not constitute a penalty, and no commission is due for missed TollRo. The SETRo provider is not liable for TollRo left unpaid through invalidated OBE, from the effective time of invalidation.

32. Performance Indicators, Monitoring and Reporting

The quality of the SETRo provider's service is monitored periodically on the basis of the indicators below, measured by the STRR from the data exchanged.

Indicator	Definition (measured by the STRR)	Target threshold	Critical threshold	Remarks
KPI 1 — Declaration acceptance	Share of declarations acknowledged with apduAckCode 2 in the total declarations accepted with 202 in a month, excluding rejections caused by STRR unavailability	≥ 99.5%	< 98%	—
KPI 2 — Timely transmission	Share of late declarations (arrival time minus the time of the oldest position exceeds the deadline in section 9) in the total declarations of the month	≤ 0.5%	> 2%	Excluding the periods referred to in section 9.1 letter a)
KPI 3 — Position quality	Share of positions without a quality warning and without kinematic rejection in the total positions of the month	≥ 99%	< 97%	May lead to additional verification of the OBE type

Indicator	Definition (measured by the STRR)	Target threshold	Critical threshold	Remarks
KPI 4 — Declaration efficiency	Share of ANPR detections of whitelisted vehicles covered by a charging session, separately for motorways and national roads; assessed after expiry of the 7-day acceptance deadline from the time of measurement for the transmission of declarations; not assessed below 1,000 detections per month	$\geq 99\%$ A / $\geq 95\%$ DN	$< 95\%$ A / $< 90\%$ DN	Missed TollRo is paid in accordance with section 31, separately from the malus
KPI 5 — Whitelist accuracy	Number of discrepancies between the provider register and the registration documents or national records, in sample checks	≤ 1 per 1,000 active vehicles (minimum 5)	> 5 per 1,000	TollRo is recalculated at the correct classification
KPI 6 — Availability of the provider's system	Share of AckAdu deliveries successful at the first attempt and of timely responses to requests for user data	$\geq 99\%$	$< 97\%$	—
KPI 7 — Fault remediation	Compliance with the remediation deadlines in section 9 (critical 4 h, major 8 h, minor 30 days)	100% on time	≥ 2 overruns for critical or major incidents in a month	—
KPI 8 — Erroneous tolls	Share of TollRo refunded to users as a result of errors attributable to the provider (erroneous parameters or positions) in the monthly TollRo	$\leq 0.05\%$	$> 0.2\%$	—

Measurement. The indicators are measured per calendar month. KPI 4 is assessed after expiry of the 7-day acceptance deadline for the transmission of declarations relating to the month's detections. The minimum assessment thresholds in the table (1,000 detections per month for KPI 4, a minimum of 5 discrepancies for KPI 5) apply so that the indicators are achievable and non-discriminatory also for low-volume providers (point 15 of Commission Communication C/2025/6688).

Financial consequences. If an indicator is below the target threshold for two consecutive months, the provider submits, within 10 working days of CNAIR's request, a remediation plan, which is approved by CNAIR and has an implementation deadline of no more than 60 days. If the indicator remains below the target threshold after the deadline in the plan, the month's commission is reduced by 5% for each indicator. If an indicator is below the critical threshold, the month's commission is reduced by 10% for each indicator, starting from the first month in which the critical threshold is not met. Only one reduction, the highest, applies for the same indicator and the same month. The total of the reductions and penalties related to indicators KPI 1–KPI 8 may not exceed 20% of the month's commission; the cap does not apply to missed TollRo, late-payment interest and damages. The financial consequences apply after the

provider's first 12 months of activity, in accordance with section 12.6; the measures in section 33 apply from the start of activity.

Exclusions. The following are excluded from the calculation of the indicators: periods of STRR malfunction (Art. 9 para. (4) of the Norms), announced scheduled maintenance periods (Art. 3 para. (7) of the Norms), situations attributable to CNAIR and cases of force majeure. For KPI 4, detections of vehicles whose OBE were invalidated at the time of detection are excluded (Art. 25 para. (3) of the Norms). For KPI 5, variable parameters, for which the user is responsible, are not taken into account (Art. 23 para. (4) of the Norms).

Reporting. CNAIR sends the monthly report on the indicators by the 25th of the following month; the provider may submit comments within 5 working days, and CNAIR provides a reasoned reply within 5 working days.

The pilot. Pilot operation is successful if all indicators meet the target thresholds, calculated over the entire duration of the pilot; the minimum assessment thresholds apply in proportion to that duration.

Stability. The indicators and thresholds are changed only from the start of a new remuneration period, in accordance with the procedure in section 12.8, except for changes required by the legal framework.

The SETRo provider, in turn, monitors the quality of the service and reports to CNAIR incidents having an impact on collection. CNAIR may request the SETRo provider's cooperation for unannounced toll tests, proportionate to the provider's traffic (Art. 2 para. (3) of Regulation (EU) 2020/204), and may audit the provider with 15 working days' prior notice.

33. Suspension and Termination of Authorisation

The status of the SETRo provider vis-à-vis CNAIR may be: enrolment in progress, authorised on a limited basis, authorised, suspended or terminated, with the history of changes being retained.

Principles. The measures provided for in this section are applied on a graduated basis, in proportion to the seriousness of the failure to fulfil obligations, by reasoned decision communicated to the provider by e-mail and by post or courier. Any decision rejecting an application for authorisation, or suspending or withdrawing authorisation, may be subject to the conciliation procedure provided for in Art. 11 of GO No. 8/2022 and Art. 23 of Law No. 226/2023 (Art. 16 para. (3) letter e) of the Norms), without prejudice to the right to bring proceedings before the competent court; referral to the conciliation body does not suspend the effects of the decision, unless the conciliation body or the court orders otherwise.

The measures, in order of severity, are: (a) the remediation plan; (b) suspension of the right to enrol new users; (c) suspension of the authorisation; (d) withdrawal of the authorisation, with termination of the SETRo Contract.

Serious and repeated failure to meet the performance indicators is established from the start of activity, including during the first 12 months, and exists where: (a) the same indicator is

below the critical threshold for three consecutive months or in four months within a 12-month period; (b) at least three indicators are below the critical threshold in the same month; (c) KPI 4 or KPI 5 is below the critical threshold for two consecutive months; or (d) the provider fails to submit the remediation plan or to implement it within the approved deadline.

Suspension of the right to enrol new users may be ordered: (a) in the event of non-payment of amounts due, after expiry of the 72-hour period from communication of the prior notice (Art. 18 para. (5) of the Norms); (b) in the event of serious and repeated failure to meet the indicators; (c) until the financial guarantee is topped up or replenished. While this measure is in force, the provider continues to provide the service to existing users, and the management interface does not allow the registration of new vehicles.

Suspension of the authorisation may be ordered for: (a) non-payment of consolidated statements more than 5 days after the due date or failure to replenish the guarantee within the deadline in section 13.8, after the notice provided for in Art. 18 para. (5) of the Norms; (b) serious and repeated failure to meet the performance indicators, not remedied within the deadline in the remediation plan; (c) unresolved security incidents; (d) expiry of the partner certificate or of the guarantee without renewal; (e) loss of registration as an EETS provider in the State of establishment.

Procedure. Except in the cases under letters a), c) and e) of the preceding paragraph, suspension of the authorisation is preceded by a notice granting a remediation period of at least 10 working days. The suspension decision states the reasons, the effective time and the conditions for ending the suspension. The effective time may not be earlier than 72 hours from communication of the decision; for suspension for non-payment, preceded by the 72-hour notice provided for in Art. 18 para. (5) of the Norms, the effective time may not be earlier than 24 hours from communication of the decision, and in the case of security incidents endangering the STRR the suspension takes effect immediately.

Effects of suspension of the authorisation. The suspension takes effect for journeys made from the effective time communicated to the provider: the provider's OBE are no longer accepted as a means of paying TollRo, and users pay TollRo by route ticket or via the mobile application. The provider informs users without delay of the suspension and of the alternative payment methods, and CNAIR publishes a notice on its own website. The records on the provider's whitelist cease to have effect for journeys after the effective time and no longer prevent the registration of the vehicles with another SETRo provider (section 8.4). The financial guarantee is maintained, and the obligations of payment, reporting and cooperation in payment enforcement continue. No commission is due for the period of suspension.

Declarations relating to journeys prior to the effective time remain subject to validation, tolling and settlement, including when received subsequently. During the suspension, the SETRo provider's access to the toll declaration endpoint and to the status query remains open exclusively for declarations relating to journeys prior to the effective time, within the maximum age of positions; there is no additional regularisation period: the 7-day acceptance deadline from

the time of measurement also applies to outstanding declarations of a suspended SETRo provider. AckAdu acknowledgements continue to be delivered via PUSH and POLL, and the vehicle and OBE management interface remains accessible for consultation and for invalidating OBE, but not for registering new vehicles or OBE. Declarations for journeys after the effective time are rejected. Access remains authenticated: if the suspension results from the expiry, revocation or compromise of the partner certificate, the SETRo provider first obtains a new certificate, which remains available during the suspension, and only then transmits the outstanding declarations and retrieves the acknowledgements; there is no unauthenticated or exceptional access path.

End of suspension. The suspension ends on the date on which the cause is remedied, as established by CNAIR within no more than 5 working days of the provider's notification.

Withdrawal of the authorisation is ordered, after prior notice granting a remediation period of at least 15 days, if the provider: (a) loses its registration as an EETS provider in the State of establishment; (b) no longer meets the conditions of authorisation; (c) fails to pay TollRo for more than 45 days after the due date; (d) fails to restore the guarantee within 30 days of a suspension ordered on that ground; (e) is in a situation of serious and repeated failure to meet the indicators, not remedied within 3 months of the suspension; (f) fails to obtain the re-authorisation required by a substantial modification of the STRR; (g) has an irremediable technical incompatibility; (h) seriously breaches its obligations regarding security or data protection. The withdrawal decision is reasoned and states the termination date and the available remedies (Art. 16 para. (3) letter e) of the Norms). The opening of insolvency proceedings does not, in itself, constitute grounds for withdrawal; CNAIR's rights are exercised under the conditions of Law No. 85/2014.

Termination at the provider's request. The SETRo Contract terminates at the provider's request with at least 6 months' notice, to allow user migration, or with the 3 months' notice provided for in section 12.8 where the provider does not accept the levels or thresholds set for a new remuneration period. The obligations of payment, data retention and cooperation in payment enforcement survive termination.

Publicity. CNAIR updates the list of authorised SETRo providers, of those whose authorisation is suspended and of those whose authorisation has been withdrawn (Art. 15 para. (2) letter h) of the Norms; Annex J) and notifies the change to ICI Bucharest for the National Electronic Register.

33.1. Withdrawal from the Domain and User Migration

In the event of termination of the SETRo Contract, the provider: (i) informs users at least 3 months in advance (or without delay, in the case of termination for reasons that do not allow notice) of the termination date and of the alternative payment methods; (ii) transmits the declarations relating to all journeys made up to the termination date, within the 7-day acceptance deadline; (iii) invalidates the OBE on the termination date, the records on its

whitelist ceasing to have effect, so that users can register with another SETRo provider; (iv) pays all amounts due. The financial guarantee is maintained until the obligations are discharged and is returned in accordance with section 13. CNAIR publishes the termination date on its own website, for the information of users.

34. Protection of Personal Data and Confidentiality

34.1. Protection of Personal Data

The SETRo provider transmits to CNAIR data of natural and legal persons (hereinafter the “data”) as an independent data controller; CNAIR processes these data and other data and, in turn, transmits them to the SETRo provider as an independent controller (controller-to-controller relationship). Each party is responsible for its own compliance with the GDPR and the applicable national legislation, in particular for the storage and erasure of data within its area of responsibility.

The processing of personal data in the application of Law No. 226/2023 and GO No. 8/2022 is carried out in compliance with: Regulation (EU) 2016/679 (GDPR); Law No. 190/2018 on measures implementing the GDPR; Law No. 506/2004 on the processing of personal data and the protection of privacy in the electronic communications sector; Law No. 363/2018 on the protection of natural persons with regard to the processing of personal data by competent authorities. The storage period of the processed data is 5 years, calculated from 1 January of the year following that in which the data were collected.

The SETRo provider and CNAIR guarantee that the processing of data, including transmission to the other party, is carried out in accordance with the applicable provisions and ensure that:

- they have taken appropriate technical and organisational measures to ensure an appropriate level of security for the rights and freedoms of data subjects;
- they use the data of which they become aware in the context of the contractual relationship only for the purpose of levying TollRo in Romania and for the purposes pursued by the SETRo Contract, and treat all data confidentially;
- they disclose data to third parties only if the disclosure is permitted by law;
- the persons involved in data processing have committed themselves to confidentiality or are under a statutory obligation of confidentiality;
- they have no reason to believe that the applicable law prevents them from fulfilling their contractual obligations, and they inform each other of any legislative change having a significant adverse effect on the contract;
- they assist each other with regard to the data transmitted, where necessary for the fulfilment of obligations under data protection legislation, including in cases of personal data breaches.

Use of data. The processing of personal data for the purpose of payment enforcement is limited to the types of data provided for in the annex to GO No. 8/2022 and is carried out for the purpose of fulfilling the TollRo payment obligation, enforcing claims against debtors and establishing

non-payment. Data obtained through the national contact point (DGPCI/EUCARIS) are used exclusively for the recovery of the amounts due and are erased: (a) immediately after collection of the toll; or (b) if the toll has not been paid, within 5 years of being obtained, a period starting on 1 January of the year following that in which the data were provided; upon expiry of that period, the data are erased automatically, by irreversible procedures (Art. 20 para. (6) of GO No. 8/2022).

34.2. Confidentiality

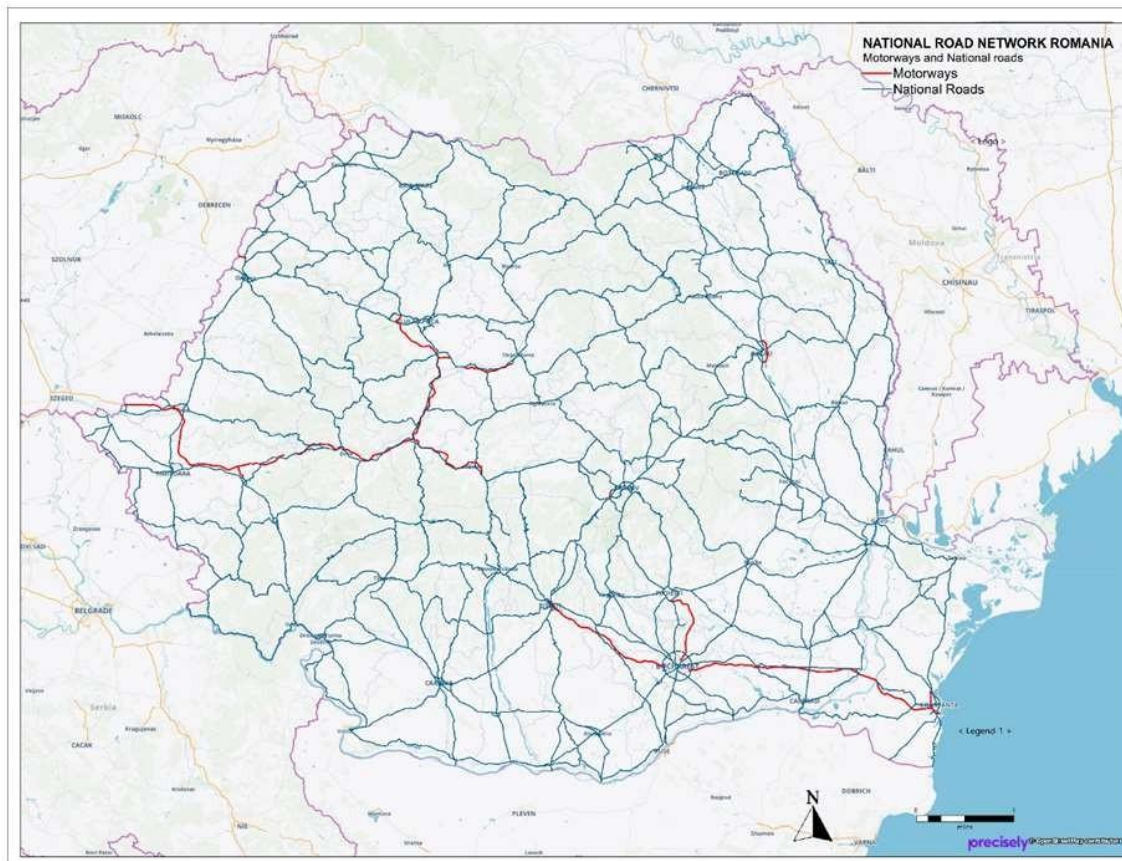
Both parties treat as confidential all confidential information — in particular that concerning the technical properties, specifications and functionalities of the systems, as well as the commercial conditions — received from the other party in connection with the performance of the SETRo Contract, including after the end of the contractual relationship. Except for affiliated companies and the legal and tax advisers of each party (who are subject to equivalent confidentiality obligations), the parties shall not disclose, publish or use such information without the prior written consent of the other party, unless: disclosure is required by law or by legal proceedings; the information has become public other than through a breach of the contract or has been developed independently by the other party; the information has been received from a third party entitled to disclose it without restriction. The detailed technical documentation, test scenarios and context data not publicly disclosed may be used by the SETRo Provider exclusively for the provision of the electronic road tolling service on the EETS Domain Romania; the EETS Provider signs a confidentiality undertaking at stage 1 of accreditation.

ANNEXES

Annex A — Road Network of the EETS Domain Romania

The EETS Domain Romania comprises: motorways (A), expressways (DEX) and national roads (DN); national road sections within the built-up areas of municipalities are excluded from the domain

There are two tollable road categories: **001 — Motorways and expressways** and **002 — National roads**. The correspondence with the road categories in the STRR nomenclature (A — motorway, DEX — expressway, DN — national road, VO — bypass, C — ring road) is: A and DEX → 001; DN, VO and C → 002.



The national road network of Romania (motorways and national roads) administered by CNAIR

The list of sections is published together with the GeoJSON geospatial file (section 29), versioned and dated. Bypasses and ring roads outside the built-up areas of municipalities form part of the domain (category 002); national road sections located within the built-up areas of municipalities, between the entry and exit signs, are excluded.

For each section the following are published: the road designation; the start kilometre point and the end kilometre point; the tollable road category (001 or 002); the tollable length, in kilometres; the boundaries of the built-up areas of the excepted municipalities; the geometry of the section, in the WGS 84 coordinate system; the date from which the section is tolled.

Annex B — Indicative Plan of the Accreditation Procedure

Indicative plan of the accreditation procedure. Presented for guidance only; the weeks run from the submission of the complete application and assume the provider responds within the indicated time limits. CNAIR and the provider agree on a detailed test programme, approved by both parties, before the start of the suitability test.

Week	Stage	Responsible	Deliverable
0	Stage 1 — application for registration with CNAIR, with proof of registration as an EETS provider and the list of on-board units	Provider	Application
1–2	Acknowledgement of receipt; confidentiality undertaking; transmission of the technical documentation; access to the test environment	CNAIR	Written acknowledgement; test credentials
3–8	Stage 2 — preparation and submission of the complete technical and commercial concept (complete documentation within the meaning of Art. 16 para. (3) letter c) of the Norms)	Provider	Technical and commercial concept
9–12	Stage 3 — plausibility check; clarifications; opinion	CNAIR / Provider	Written opinion
13–14	Stage 4 — signature of the SETRo Contract; issue of the partner certificate	Both	Contract; identifier; certificate
15–16	Establishment of the detailed test programme	Both	Approved test programme
17–20	Stage 5 — tests A and B in the test environment	Provider	Test reports A and B
21–24	Stage 5 — tests C (battery of journey tests, Annex C) and D	Provider / CNAIR	Test reports C and D; certificate of completion of tests
25–26	Stage 6 — provision of the financial guarantee; list of pilot vehicles	Provider	Guarantee accepted
27–32	Stage 7 — limited authorisation and pilot operation (no more than 6 weeks)	Both	Limited authorisation; pilot evaluation report
33–34	Stage 8 — approval for unrestricted operation; notification to ICI Bucharest	CNAIR	Authorisation notice
35	Stage 9 — commencement of unrestricted operation	SETRo Provider	—

Testing and the pilot (weeks 9–32, from the complete documentation) fall within the 6-month ceiling laid down in Art. 16 para. (3) letter c) of the Norms.

Tests A and B and the preparation of test C may be carried out in parallel, and stage 6 may be completed in parallel with stage 5, to the extent permitted by the test programme approved by the parties; in that case, the duration of the procedure is reduced accordingly.

Annex C — Technical Documentation and Interface Parameters

Statement of Deviation from CEN/TS 16986 — Element-by-Element Correspondence

The table below shows, for each element of the transfer mechanism in the CEN/TS 16986:2016/AC:2017 profile (maintained in EN 16986:2024), the solution applied on the EETS Domain Romania. The structure and semantics of the ADUs are not subject to the deviation.

Item	CEN/TS 16986:2016/AC:2017	EETS Domain Romania
Transfer mechanism (clause 6.6.2)	WSDL 1.1 / SOAP 1.2 web services (Annex D of the profile), FTP over VPN or FTPS	REST services over HTTPS: POST for declarations, GET for status query, POST to the provider's address (PUSH) or GET (POLL) for AckAdu
APDU encoding (clause 6.6.1)	ASN.1 with XER rules (ISO/IEC 8825-4)	The same ASN.1 module, encoded with JER rules (ISO/IEC 8825-8); option permitted by ISO 12855:2025 clause 7.1; the published JSON schema (D.1) is generated from the module
Envelope (Table 2 of ISO 12855:2025)	InfoExchange {infoExchangeContent, optional infoExchangeAuthenticator}	InfoExchange {infoExchangeContent, signatures}: the signatures member (JWS) replaces infoExchangeAuthenticator and is the only element without an ASN.1 counterpart
Additional components	Optional private extensions only (ISO 12855:2025, 5.3)	The domain private module (aidIdentifier 32) adds only optional components: GNSS quality in MeasuredRawData, VIN and CO ₂ value in VehicleDescription
Message integrity and authenticity	infoExchangeAuthenticator computed over the cXER content and/or XML Signature over the SOAP message	JAdES signature (ETSI TS 119 182-1) over the JCS-canonicalised InfoExchange content, with the certificate chain in x5c, in the signatures member; infoExchangeAuthenticator is not used; option permitted by ISO 12855:2025 clause 7.2 point 5
Transport-level authentication	X.509 client and server certificates (TLS)	TLS with mutual authentication based on the partner certificate and an OAuth 2.0 access token (JWT)
Acknowledgement (AckAdu)	AckAdu transmitted as a separate APDU within the transaction	Synchronous acceptance (202) followed by a signed AckAdu, via PUSH or POLL, within the 72 h window
Profile identification (aidIdentifier, protocolIssuerId)	aidIdentifier = 16 (CEN/TS 16986:2016) or 18 (EN 16986:2024); protocolIssuerId = the profile issuer	aidIdentifier = 32 (private specification, ISO 12855:2025 Table 5); protocolIssuerId = the STRR identifier as Provider (the specification issuer);

		values checked on receipt and carried by the STRR AckAduS
Transactions offered	The profile's set of transactions	Toll declarations + AckAdu; user lists via the vehicle and OBE management interface; invoicing via the calculation note; trust objects at enrolment (Part IV, table of interfaces)

The JSON schema published in Annex C (made available at stage 1) is generated from the ISO 12855:2025 ASN.1 module, the ISO 17573-3 types and the domain private module; the ASN.1 modules are made available to providers together with the schema.

The technical reference documents are made available to EETS providers after signature of the confidentiality undertaking (stage 1).

Validation rules applied by the STRR to toll declarations. The values may be updated by CNAIR by updating the Statement, in accordance with Art. 15 para. (3) of the Norms, with a date of application at least 30 days after publication if the change requires SETRo providers to adapt their systems.

Rule	Value	Effect
Future timestamp tolerance	10 minutes	Above → FUTURE_TIMESTAMP (rejection)
Position acceptance deadline	7 days from the time of measurement	Above → DELAYED_REPORT (rejection); between 1 and 7 days → DELAYED_REPORT (informational)
Buffer zone around Romania	≈ 50 km	Positions outside → OUT_OF_BOUNDS (rejection); in the buffer zone → TRANSIT_POINT (informational)
Maximum plausible speed	300 km/h	Above → INVALID_SPEED (rejection)
Maximum distance between consecutive positions	100 km	Above → IMPLAUSIBLE_DISTANCE (rejection)
Minimum number of satellites	4	Below → WEAK_FIX (warning)
Low horizontal accuracy	50 m	Above → LOW_ACCURACY (warning)
Session gap threshold	60 minutes	Positions starting after the threshold (measured time) → new session; last position more than 60 minutes older than the current time (arrival time) → periodic closure
Processing window for a declaration	60 minutes from receipt	Processing not completed by the STRR within the window → AckAdu

		code 3 “incomplete”; the provider retransmits the declaration with a new apduIdentifier
Deduplication window	7 days	Same pair apduOriginator + apduIdentifier → 409
Maximum envelope size	10 MB	Above → 413
AckAdu callback retry	3 attempts (after 1 s, 5 s, 30 s); 72 h window; maximum response time 5 s	After the window → CALLBACK_UNAVAILABLE (POLL only)
Tolling window for closed sessions	30 days from the end date	Sessions not tolled automatically are tolled subsequently, in accordance with section 8.6

Annex D — Catalogue of AckAdu Codes

Envelope-level acknowledgement codes (apduAckCode, ISO 12855:2025):

Code	Name	Meaning
2	apduOk	Declaration accepted and fully processed; warnings may be present in the issues list
3	apduNotOk	Declaration accepted but containing content errors or incomplete; the session is not extended with it
4	originatorRejected	Unauthorised provider or envelope rejected at envelope level; reason given in AduReasonCode (ISO 12855:2025, Table 51)
5	otherReason	Reserved by the standard; not issued by the STRR

Catalogue of issue codes (issueCode) that the STRR may report in the issues list of the AckAdu. Severity “error” places the declaration in code 3; “warning” and “informational” leave the declaration in code 2 (an informational issue is serialised as WARNING).

issueCode	Name	Severity	Meaning
10001	MISSING_REQUIRED_FIELD	error	Mandatory field missing or empty
10002	INVALID_DATA_TYPE	error/warning	Wrong data type for a field
10003	EMPTY_USAGE_LIST	error	ChargeReport without usageStatementList
10004	INVALID_SIGNATURE	error	JAdES signature verification failed (invalid signature, untrusted chain, expired or revoked certificate, non-compliant canonicalisation)

10100	MISSING_TIMESTAMP	error	Timestamp missing
10102	FUTURE_TIMESTAMP	error	Timestamp in the future beyond the permitted tolerance
10103	OUT_OF_SEQUENCE	error	Positions in incorrect chronological order within the declaration
10104	DELAYED_REPORT	informational / error	Positions older than one day (informational); positions older than 7 days — the acceptance deadline (error, rejection)
10105	OUT_OF_ORDER_DECLARATION	error	Declaration out of order between consecutive declarations of the same OBE (counter or time)
10106	TRAILER_CHANGE_WITHIN_USAGE_STATEMENT	warning	Trailer change within the same usage statement (ISO 17575-1 §2.3.2.4); the session is split correctly
10200	INVALID_COORDINATES	error	Coordinates at (0,0) or invalid format
10201	OUT_OF_BOUNDS	error	Position more than 50 km from Romania
10202	TRANSIT_POINT	informational	Position outside Romania, in the buffer zone
10300	INVALID_SPEED	error	Implied speed exceeds the permitted threshold
10301	SPEED_INCONSISTENCY	warning	Reported speed differs from the calculated speed beyond the tolerance
10302	IMPLAUSIBLE_DISTANCE	error	Implausible geographical jump between consecutive positions
10400	OBU_NOT_REGISTERED	error	The OBE is not registered for the declared provider (or obeId is missing)
10401	OBU_SUSPENDED	error / warning	OBE with status suspended at the time the positions were measured (the time of travel, not the time of receipt of the declaration). Error when all positions are later than the effective time; warning

			when the declaration also contains earlier positions, which are accepted, the later positions being discarded
10402	OBU_INACTIVE	error / warning	OBE with status inactive at the time the positions were measured (the time of travel, not the time of receipt of the declaration). Same partial acceptance rule as for 10401
10403	INVALID_CONTRACT	error	The provider's contract has expired or does not exist
10404	PROVIDER_NOT_FOUND	error	The SETRo provider is not recognised
10405	OBU_AMBIGUOUS	error	The OBE is registered to several vehicles and the declaration does not distinguish between them
10500	VEHICLE_NOT_FOUND	warning	The vehicle was not found in the national records (it may be registered abroad)
10501	VEHICLE_CLASS_MISMATCH	warning	The declared class differs from that in the national records
10502	FRAUD_SUSPICION	warning	Suspicion of erroneous declaration of the category
10503	INVALID_VEHICLE_CATEGORY	error/warning	The vehicle category does not exist in the STRR nomenclature
10504	INVALID_EMISSION_STANDARD	error/warning	The emission class does not exist in the STRR nomenclature
10600	WEAK_FIX	warning	Fewer than 4 satellites
10601	LOW_ACCURACY	warning	Horizontal accuracy worse than 50 m
10602	UNKNOWN_QUALITY	informational	Quality indicators were not provided

The delivery status of an acknowledgement, as the provider may infer it: delivered by callback; not delivered within the 72 h window (available only by query); provider without a callback address (delivery by query only).

Annex E — Model Application for Accreditation

Field	Content
Full name of the EETS provider	
Member State of establishment and the authority that carried out the registration as an EETS provider; registration number and date	
Registered office; trade register number; tax identification / VAT number	
Legal representative	
Person responsible for the accreditation procedure (name, position, address, telephone, e-mail)	
Proposed OBE types (manufacturer, model, hardware and software versions), with the reference of the EC declaration of conformity for each	
EETS domains in which the provider is already authorised	
Estimated date of commencement of EETS provision on the EETS Domain Romania	
Attached documents: extract from the national register of EETS providers; extract from the trade register (issued no more than 6 months earlier); EC declarations of conformity; signed confidentiality undertaking; power of attorney (if applicable)	
Date and signature	
36-month business plan (estimated number of SETRo users, estimated number of active OBE and estimated TollRo, monthly)	
Information on risk coverage, including insurance held	
For providers registered in another Member State: proof of the formalities before the National Electronic Register (section 3)	

Annex F — Model SETRo Contract

The Model SETRo Contract forms an integral part of this Statement (Art. 15 para. (2) letter g) of the Norms) and is published together with it, in full, as a separate document. The contract concluded with each provider reproduces the model, completed only with the individualised elements. The model has the following structure:

- general provisions: definitions, subject matter of the contract, contractual documents and order of precedence, entry into force and duration (Arts. 1–4);
- authorisation: suitability for use testing, limited authorisation, the pilot and authorisation for unrestricted operation (Arts. 5–6; sections 15–24);
- obligations of the parties, including OBE, the provider register, TollRo declarations and obligations towards users (Arts. 7–11; sections 8, 9, 14 and 26–30);
- settlement, payment of TollRo, set-off, invoicing and tax provisions, liability for missing or erroneous declarations and refunds (Arts. 12–16; sections 10, 11, 14.4 and 31);
- remuneration: commission scale, placement, non-regression rule, launch supplement, calculation and payment of the commission and the remuneration period (Art. 17; section 12);
- financial guarantee (Art. 18; section 13; Annex H);
- service levels, performance indicators and commission adjustment (Arts. 19–20; sections 9 and 32);
- operation in degraded mode, suspension, incidents, communication matrix, change management, reporting, audit and subcontracting (Arts. 21–25; sections 9 and 33);
- information security, data protection, confidentiality, names and trademarks (Arts. 26–29; sections 28 and 34);
- liability of the parties, force majeure and hardship (Arts. 30–32);
- amendment and termination of the contract, effects of termination, withdrawal from the domain and user migration (Arts. 33–36; section 33);
- conciliation and dispute resolution, governing law, assignment, communications, representations of the parties, unusual clauses, final provisions and Annexes 1–8 (Arts. 37–43).

Annex G — Vehicle Classes and Correspondence with Tariff Classes

Tariff category	Vehicle or combination	MAM (vehicle or combination)
I	Goods or mixed-transport vehicle	> 3,500 kg and ≤ 7,500 kg
II	Goods or mixed-transport vehicle	> 7,500 kg and < 12,000 kg
III	Goods or mixed-transport vehicle	≥ 12,000 kg

Emission class (STRR)	Tariff column applied (MTI Order No. 1925/2025)
Electric (8)	Electric
Euro 6 (7)	EURO VI
Euro 4 (5), Euro 5 (6)	EURO V-IV
Euro 0 (1), Euro 1 (2), Euro 2 (3), Euro 3 (4), no emission standard (0)	EURO III-0

For combinations with towed vehicles, the category is determined according to the sum of the MAM of the motor vehicle and of the towed vehicles (Art. 9 para. (6) of the Norms; section 7.3). The absence of the emission class from the registration certificate results in classification as Euro 0.

Annex H — Model Letter of Guarantee

LETTER OF GUARANTEE No. /

Beneficiary: Compania Națională de Administrare a Infrastructurii Rutiere – S.A., 38 Dinicu Golescu Blvd., Sector 1, Bucharest, Unique Registration Code (CUI) 16054368 (the “Beneficiary”).

Principal:, ... (the “Provider”). Guarantor:, ... (the “Guarantor”).

The Guarantor irrevocably and unconditionally undertakes to pay the Beneficiary, upon its first written demand and without being entitled to raise any defences or objections, any amount up to a total of (lei/euro), representing the financial guarantee provided by the Provider in accordance with the EETS Domain Statement – Romania and SETRo Contract No.

The payment demand shall be made in writing, signed by the authorised representatives of the Beneficiary, and shall include: identification of the SETRo Contract and of this letter; the amount claimed; a statement that the amount is due and unpaid on the due date under the consolidated statements or as a penalty and that the Provider has been notified at least 72 hours in advance.

Payment shall be made within no more than 5 working days of receipt of the demand. The amount of the guarantee is automatically reduced by the amounts paid. The guarantee is valid from until (at least 12 months), and demands may be made up to and including the expiry date. The guarantee is governed by Romanian law. All costs of the guarantee are borne by the Provider.

Annex I — Compliance Matrix

Correspondence between the mandatory minimum content of the Statement and its sections:

Requirement	Section of the Statement
Directive (EU) 2019/520 Art. 6 para. (2) – the Statement; Art. 6 para. (3) – timely publication	1; 6.3
Directive (EU) 2019/520 Art. 7 paras. (1)– (2) – remuneration; Art. 7 para. (3) – main service provider	12; 2 (“Main service provider”)
Reg. (EU) 2020/204, Annex II – procedural conditions (transactions, service levels, invoicing, payments)	8; 9; 10; 11
Reg. (EU) 2020/204, Annex II point 1.1 letter c) – financial guarantee	13; Annex H
Reg. (EU) 2020/204, Annex II point 1.2 – commercial conditions / remuneration	12
Reg. (EU) 2020/204, Annex II point 1.3 – differences compared with the main service provider	2 (there is no main service provider)
Reg. (EU) 2020/204, Annex II – accreditation procedure and suitability assessment	15–24; Annex B
Reg. (EU) 2020/204, Annex II – context data	6; 7; 29; Annexes A and G
Norms Art. 15 para. (2) letter a) – the domain, sections, TollRo, classification	6; 7; 29; Annexes A and G
Norms Art. 15 para. (2) letter b) – authorisation, testing, the pilot, acceptance criteria	15–24; Annex B
Norms Art. 15 para. (2) letter c) – technical, operational and security requirements; physical points; means of payment	14.3; 25–28
Norms Art. 15 para. (2) letter d) – financial requirements and guarantee methodology	13; 17
Norms Art. 15 para. (2) letter e) – commercial conditions, remuneration, scale, recoverable costs	12
Norms Art. 15 para. (2) letter f) – settlement, reconciliation, list of invalidated OBE, operation in degraded mode	8.5; 9.1; 10; 11
Norms Art. 15 para. (2) letter g) – model contract	Annex F

Requirement	Section of the Statement
Norms Art. 15 para. (2) letter h) – list of authorised, suspended and withdrawn SETRo providers	Annex J
Norms Art. 16 para. (3) – limits on requirements (physical point, guarantee, duration of tests, costs, remedies)	13; 14.3; 12.9; 22; 33
Norms Art. 18 – settlement, commission, payment, measures for non-payment	10; 11; 12; 13; 33
Norms Arts. 20–21 – remuneration; commercial services to users	12; 14.1
Norms Arts. 24–25 – OBE failure and theft; list of invalidated OBE	8.5; 9.1

Annex J — List of SETRo Providers

At the date of first publication of this Statement, no EETS provider is authorised on the EETS Domain Romania. The list is completed and updated in accordance with section 3.

SETRo Provider (name, State of registration)	Identifier (apduOriginator)	Status (authorised, limited authorisation, suspended, withdrawn, terminated)	Status date	Remarks
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