

# NETWORK STATEMENT 2023





**Edition:**

**DIRECCIÓN GENERAL DE NEGOCIO Y OPERACIONES COMERCIALES**

**Dirección de Explotación Comercial**

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# 1.1. Introduction

## BACKGROUND

The “Network Statement” (hereinafter NS) is the document that sets out the infrastructure characteristics available for Railway Undertakings and Applicants and contains information to access it. The Network Statement also contains information on access conditions thereto, as well as to service facilities and service provision at these facilities. It details the general rules, deadlines, procedures and criteria related to the systems of tariffs and capacity allocation, as well as the information necessary to process a request for infrastructure capacity.

It has been updated for 2023, including 2023/2024 Service Hours, in compliance with Order FOM/897/2005, of 7 April, regarding the network statement and the railway infrastructure capacity allocation procedure that governs all the information regarding access rights, in order to ensure transparency and non-discriminatory access of all Applicants to the rail infrastructure upon Capacity request for rail transport service provision.

## NETWORK STATEMENT UPDATE

### INDEX AND STRUCTURE

The Index of the Network Statement has been updated according to the common structure and Implementation Guide approved by the General Assembly of Rail Net Europe on 19th May 2021.

### INCLUSION OF NEW ASSETS IN THE NETWORK OWNED BY ADIF

It includes detailed information about changes in assets (additions, cancellations and modifications) on Adif owned network, due to High Speed actions, modernization of the existing network and commissioning of new sections. It also includes, the major works of improvements and upgrades that have been made and/or are in execution on infrastructure owned by Adif.

### UPDATING THE CHARGING SYSTEM FOR THE USE OF INFRASTRUCTURE

#### FEES AND TARIFFS

The fee for using - either normally or specially - goods of public rail sector under Rail Sector Law 38/2015, Section V, Chapter I, Title VI, of 29 September, is updated in accordance with amendment to Law 26/2022, of 19 December, amending Law 38/2015, provision 93.6 of 29 September, on the railway sector, Chapter 5 in this document.

Railway tariffs under Rail Sector Law 38/2015, articles 97 and 98, of 29 September, are updated, with the unit amounts set in transitional provision eight, interim amendment to unit amounts of railway tariffs, as under Law 31/2022, article 86, of 23 December, on 2023 General State Budget, (State Official Gazette No. 308 of 24 December 2022) Chapters 5 and 7 in this document

Law 26/2022, of 19 December, amending Law 38/2015, of 29 September, on the railway sector, has amended CHAPTER II, railway tariffs and prices for using railway infrastructure and service facilities.

However, in accordance with transitional provision one in aforementioned Law 26/2022, a provisional application of existing fees cancelling the amendment to certain sanctions, the system to determine railway tariffs in force upon an entry into force of this law shall continue to apply, until the approval and official publication of the values obtained in accordance with the system set therein.

## PRICES FOR BASIC, SUPPLEMENTARY AND ANCILLARY SERVICE PROVISION

During 2023, the Prices for providing Basic, Supplementary and Ancillary Services in the General Interest Rail Network and railway service areas managed by the state-owned company Administrador de Infraestructuras Ferroviarias, Adif, dated 26 July 2021 and approved by resolution of Adif Board of Directors, on 26 July 2022 (prices of ITU basic handling services and train operations for 2022 and 2023), in accordance with Article 102, Railway Sector Law.

## SERVICE TIMETABLE 2022/2023 Y 2023/2024

Capacity Allocation Schedule for 2022/2023 Service Timetable has been updated in accordance with guidelines of Rail Net Europe, RNE, for applications made by Applicants.

2023 Service Schedule will remain in force until 9 December 2023 and 2024 Service Schedule will be valid until 15 December 2024 (second Saturday of December, as determined in Art. 7.2, Order FOM/897/2005). Both include the dates indicated to perform the corresponding Agreed Adjustments and Monthly Adjustments. Also, the updated Catalogue of International Paths is included. Also included is the updated Catalogue of International Freight Rail Corridors, Atlantic and Mediterranean.

## UPDATED RAILWAY REGULATIONS

Annex E "Reference Documentation" has been updated with the most relevant legal information in force for the rail industry on 31th December 2022, at national as well as at European level, containing additional references to the main valid technical standards

## MAPS

General Interest Rail Network Maps are included, and their contents have been updated.



These new maps include all Adif and Adif Alta Velocidad information, according to the contents specified in the key to every map, and, at the same time, these allow to view the information grouped at a network level or differentiated, according to the ownership of the infrastructures managed by every infrastructure manager.

## 1.1.1. THE RAIL SECTOR IN SPAIN

The Ministry of Transport, Mobility and Urban Agenda have set in their strategic plans, specific guidelines to develop our country's railway policy, consistent with the Government's economic policy, which works as an instrument for economic growth and employment creation, and it adapts to budgetary consolidation criteria. These define a portfolio of State public services in the field of transport, and are a guarantee of quality and efficiency, by optimizing the existing infrastructures and planning according to actual needs.

The Plan enhances the maintenance of existing infrastructure and ensures mobility by providing Public Service Obligations (PSOs) in terms of quality.

It also promotes private sector participation in investments, optimizing the use of infrastructure and improving competitiveness.

All while maintaining the level of rail transport safety, with a system of comprehensive and preventive maintenance, and a high standard of environmental sustainability.

### 1.1.1.1. MAIN RAIL INDUSTRY ACTORS IN SPAIN

#### MINISTERIO DE TRANSPORTES, MOVILIDAD Y AGENDA URBANA: ORGANIZATION AND FUNCTIONS

##### General Organization

The Ministry of Transport, Mobility and Urban Agenda is responsible for proposing and executing the Government's policy on state-run railway infrastructures, in terms of controlling, ordering and administratively governing railway transport services, as well as planning and programming investments in linked infrastructures, materials and services.



The Ministry of Transport, Mobility and Urban Agenda is structured in the following bodies directly reporting to the Head of Department:

- a) The Secretary of State for Transport, Mobility and Urban Agenda, to which the General Secretariat for Infrastructures, the General Secretariat for Transport and the General Secretariat for Housing report.
- b) The Under-Secretariat for Transport, Mobility and Urban Agenda.

The Cabinet is an organ of immediate support and assistance to the Head of the Ministry of Transport, Mobility and Urban Agenda. The Head of this Cabinet is at a General Director level.

The following entities and public bodies are attached to the Ministry of Transport, Mobility and Urban Agenda, through the State Secretariat for Transport, Mobility and Urban Agenda, which is responsible for the strategic direction, assessment and control of the results of their activity, the following entities and public entities:

- a. State-owned company Administrador de Infraestructuras Ferroviarias (Adif).
- b. State-owned company ADIF-Alta Velocidad.
- c. State-owned company RENFE-Operadora.
- d. State-owned company Aeropuertos Españoles y Navegación Aérea (ENARE).
- e. State-owned entities Puertos del Estado and Port Authorities.
- f. State-owned entity Entidad Pública Empresarial de Suelo (SEPES). The Head of the State Secretary Chairs this Enterprise.

### Rail Related Functions

The main competences of the Ministry related to railways are:

- Strategic planning of the rail sector and its development.
- General organization and regulation of the rail system, including the settlement of basic rules in the rail market and issuing the necessary regulations for its proper development, especially anything related to safety and interoperability of the rail system and the relations between the stakeholders.
- Definition of objectives and supervision of the activity of public business entities, Adif, ADIF- Alta Velocidad and its funding system.
- Granting authorizations to provide rail services in the public interest and establishing the aid scheme to awarded RUs.
- Definition and supervision of the charging system and approval.
- Development of a general frame for tariffs and incentive system, to be implemented by rail infrastructure managers.
- Application of the penalty system.
- Other powers conferred in accordance with current regulations.

**Organization chart of the Ministry Transportes, Movilidad y Agenda Urbana.** See .Annex D

## REGULATORY BODY

### National Commission for Markets and Competition, CNMC

Law 3/2013, of 4 June, created the government agency National Commission for Markets and Competition.





The National Commission on Markets and Competition is to ensure, preserve and promote the proper functioning, transparency and existence of effective competition in all markets and productive sectors, to the benefit of consumers and users.

For the purposes of the provisions of the previous section, the CNMC shall function throughout the Spanish territory linked to all markets or economic sectors.

CNMC has its own legal personality and full public and private capacity and acts in the course of business and to achieve its aims, with organic and functional autonomy and full independence from the Government, Public Administration and market players. It is also subject to parliamentary and judicial control.

The National Commission on Markets and Competition shall supervise and control the proper functioning of the railway sector and competition in rail services markets, i.e. in high-speed passenger transport market.

In particular, it shall perform, either on its own initiative or at the request of the competent authorities or interested parties, the following duties:

- a) Safeguard the plurality of the offer to provide services on the Rail Network General Interest and areas of rail service, as well as ensuring that these are provided on objective, transparent and non-discriminatory terms.
- b) Ensure equality amongst undertakings and whatever applicant, under the terms of access to the market of rail services.
- c) Determine, upon request by the competent authorities or railway undertakings or interested applicants that the main purpose of an international passenger rail transport service is to transport passengers between Spanish stations, and of other Member States in the European Union.
- d) Determine, upon request by the competent authorities, the infrastructure manager, the railway undertakings or applicants concerned, whether the economic equilibrium of a transport service subject to public service obligations is jeopardized by capacity allocation to perform total or partially coincidental passenger rail transport services. If it decides that the economic balance is jeopardized by passenger transport service that the applicant intends to operate, it shall indicate possible changes to the service to ensure conditions to access the infrastructure.
- e) Determine, upon request by the competent authorities, the infrastructure manager, the railway undertakings or applicants concerned, whether the economic equilibrium of a transport service subject to public service obligations is jeopardized by capacity allocation to perform total or partially coincidental passenger rail transport services. If it decides that the economic balance is jeopardized by passenger transport service that the applicant intends to operate, it shall indicate possible changes to the service to ensure conditions to access the infrastructure.
- f) Request the European Commission to examine the specific measures adopted by national authorities regarding access to infrastructure and rail services, licensing, fees or capacity allocation.
- g) Perform any duty as applicable by law or regulation.
- h) Check compliance with applicable accounting provisions and financial transparency provisions set in sections 3 and 4 under article 21, Law 38/2015, of 29 September, on the rail sector, within railway standards framework, for which it may carry out or commission audits for infrastructure managers, facilities service operators and, where appropriate, railway undertakings. In the case of vertically integrated companies, these powers shall be extended to all legal entities.
- i) ensure that tariffs and private prices set by the infrastructure manager comply with the European Union law, railway legislation and its development regulations, and that they are non-discriminatory.

In addition, they may also draw conclusions from the accounts on issues of state aid, reporting the competent authorities.

Likewise, within the framework of the duties listed in the previous section, the National Commission on Markets and Competition shall supervise and control, on its own initiative, the duties of railway infrastructure managers and, where appropriate, of service facilities operators and railway undertakings, with regard to the following:

- a) the network statement, in their provisional and definitive versions, as well as the criteria set therein, and in particular check whether it contains discriminatory clauses or gives discretionary powers to the infrastructure manager to discriminate any applicant;
- b) price, tariff or charging system, amount or structure for using infrastructures and services;
- c) authorize the rail infrastructure manager to continue collecting tariffs in the case of an infrastructure declared congested wherein the measures defined in the capacity increase plan do not progress, either for reasons beyond the control of the infrastructure manager or either because the possible options are not viable from the economic or financial point of view;
- d) the consultation process prior to setting the tariffs and charges between railway undertakings or applicants and infrastructure managers and intervening if they consider that the result of this process can contravene current provisions;
- e) provisions on access to infrastructure and rail services, as well as the allocation procedure and results thereof;
- f) traffic management;
- g) planning the scheduled or unscheduled renewal and maintenance;
- h) compliance with the rail infrastructure manager requirements, including those relating to conflicts of interest, independence of their essential functions, impartiality of the railway infrastructure manager with respect to traffic management and maintenance plan, as well as outsourcing and sharing the duties of the railway infrastructure manager.

The National Commission on Markets and Competition shall study all complaints and, where appropriate, request relevant information and initiate a process of consultation with all interested parties within one month of receiving the complaint. It shall decide on any complaint, take measures to remedy the situation and inform the interested parties of its reasoned decision within a prudential period of time previously set, and, in any case, within a period of six weeks after receiving the entire relevant information. Without prejudice to the powers of the national competition authorities regarding competition protection in the rail services market, the National Commission on Markets and Competition shall decide on its own initiative, given the case, on appropriate measures to correct discrimination prejudicing Applicants, market distortions and other undesirable situations in these markets, in particular with regard to sections 1 to 9 under 1.f), article 12.

In the exercise of the cooperation function, and in order to supervise the competition in the market and coordinate international rail transport services, the National Commission on Markets and Competition shall perform, among others, the following duties:

- a) participate and cooperate in a network of rail regulators coordinated by the European Commission;
- b) cooperate closely with other regulatory entities, through work agreements, for mutually assisting in their market supervision tasks and treating claims or investigations;
- c) cooperate with other regulatory entities to issue common principles and practices, including provisions, to make decisions regarding the functions included in this article, as well as to resolve conflicts arising from international services;



- d) exchange information with other regulatory bodies about their work and their reasons and practices to make decisions, and in particular on the main aspects of the procedures and problems of interpreting Union legislation in the railway field incorporated into national systems, and cooperate in other ways in order to coordinate their decision-making throughout the Union;
- e) cooperate in the framework of their functions recognized in this article, with other regulatory bodies affected on issues related to international services, in order to prepare their respective decisions and to reach a resolution;
- f) cooperate and consult the regulatory bodies of every Member State, if applicable to the European Commission, in the case of complaints, or investigations on their own initiative, on access or charging linked to an international path as well as to the supervision of competition in international rail transport services market, and shall ask them for all the necessary information before making their decision. In turn, when the National Commission on Markets and Competition is consulted for the purposes of treating a claim or investigating an international path, they shall provide all the information entitled to request in turn under Spanish Law;
- g) in case the National Commission on Markets and Competition receives a claim, or performs an investigation on its own initiative, it will transmit the pertinent information to the competent regulatory body;
- h) they may review the decisions and practices of infrastructure manager associations as to tariffs or capacity allocation related to international rail transport.
- i) they shall cooperate with railway regulators of other European Union states related to shared ownership infrastructures, when the States concerned so agree upon, in order to unify the consequences of their decisions.

The National Commission on Markets and Competition shall consult periodically, and in any case at least once every two years, to the representatives of freight and passenger rail service users in order to take into account their points of view on the railway market when performing their functions.

In the railway sector, it is the exclusive responsibility of the National Commission on Markets and Competition to hear and resolve complaints presented by railway undertakings and other applicants regarding the railway infrastructure manager, service facilities operators or service providers performance, as well as railway undertakings and other applicants, i.e, about:

1. Contents and application of network statements.
2. Capacity allocation procedures and results thereof.
3. Prices, tariffs and charging amount, structure or application as required.
4. Any discriminatory treatment upon accessing the infrastructure or service facilities, and regarding the services provided thereon.
5. Service provision on freight transport international rail corridors.
6. Claims or investigations related to an international path when it is necessary to know and resolve it and, in the other cases, cooperate with rail market regulatory entities of other European Union Member States competent in international paths.
7. Traffic management.
8. Planning the renewal and scheduled or unscheduled maintenance.



9. Fulfilling the railway infrastructure manager requirements, including those relating to conflicts of interest, independence of the essential functions, impartiality of the rail infrastructure manager with respect to traffic management and maintenance planning, as well as outsourcing and sharing the railway infrastructure manager functions.

Claims must be submitted within one month of the occurrence of the event or the corresponding decision. The national commission of the markets and the competition will request the relevant information and will initiate the consultations with all the implied parts within a period of one month from receipt of the claim. In case of a claim against the refusal to grant infrastructure capacity, or against the terms in which it is granted, it will resolve to confirm the decision of the infrastructure manager or the service facility, or to require the modification of that decision in accordance with the specific instructions deemed appropriate.

## COLLEGIATE BODIES

### Commission for the Investigation of Railway Accidents (CIAF)

The Railway Accident Investigation Commission (CIAF) is a specialized collegiate body attached to the Ministry of Transport, Mobility and Urban Agenda. It has a full functional independence from the authority responsible for safety, and also from any railway regulator. In the performance of their duties, neither the staff nor the members of the Plenary Assembly may request or accept instructions from any state-owned or private entity.

CIAF has also an independent organization, legal structure and decision-making capacity regarding infrastructure managers, and is also independent from railway undertakings that may be involved, charging bodies, allocation bodies, certification or notified bodies and from any other body or entity which interests may be in conflict with the duties entrusted to the Commission.

The CIAF is dedicated to performing a technical investigation of serious railway accidents that occur in the General Interest Railway Network, as well as any accident or incident, when they deem that their investigation can lead to conclusions to allow an improvement of railway safety.

All entities linked to the railway activity shall provide CIAF with the collaboration required for a technical investigation of events.

The infrastructure managers will carry out in accordance with the provisions of its system of safety management, an internal investigation of railway accidents and incidents occurring in Rail Network of General Interest managed by them, without interfering with that carried out, where appropriate, by the Commission for Investigation of rail accidents, to whom the former shall forward the report of the internal investigation conducted.

Railway undertakings shall set, within their system safety management, guidelines and procedures to follow in that investigation of rail accidents and incidents in which they are involved. In any case, in the course of being involved in an accident or railway incident occurring in Rail Network of General Interest, they will conduct an internal investigation, without interfering, where appropriate, by the research Committee of rail accidents, to whom they shall forward the report of the internal investigation conducted.

### Commission for the Coordination of Transport of Dangerous Goods, (CCTMP)

It is an inter-ministerial collegiate body, designed to coordinate the powers of ministerial departments in all matters relating to the transport of dangerous goods and implementation of the existing provisions governing the same, being mandatory to obtain their report from different Ministries in relation to any provision which they propose to set forth on this subject, as well as to serve as liaison in relations with international organizations in transportation of dangerous goods, through the Ministry of Foreign Affairs and Cooperation and upon agreement with the latter.

## Commission for the Coordination of Transport of Perishables, (FRC)

It is an inter-ministerial collegiate body, designed to coordinate the powers of ministerial departments in all matters relating to the transport of perishable goods and implementation of the existing provisions governing the same, being mandatory to be reported by different Ministries in relation to any provision which is expected to be set forth on this issue, as well as to serve as liaison in relations with international organizations in transportation of perishable goods, through the Ministry of Foreign Affairs and Cooperation and upon agreement with the latter.

## National Council for Land Transport, (CNTT)

- It is a higher body of the Administration for advice, consultation and sectorial debate on issues affecting the operation of the transport system.
- Its role is determined by the preparation of relevant mandatory reports on all matters and issues as provided for under Law on Land Transport, LOTT, that created it, as under the Regulation of said Law, as well as on all those in which the Government or the Minister of Public Works deem appropriate.
- It is made up of experts in land transportation, appointed on account of their competence, by the State Administration and representatives of various sectors that have an interest in land transport: Transport Associations, RUs, Rail Infrastructure Managers, Clients, etc.
- Their main tasks are:
  - Advice and attention to consultations on general aspects of basic organization in the sector and of specific aspects of the different services, including those related to common economic policy for various methods of transport, in terms of developing transport plans and establishing standard contracts or general contracting conditions for different classes of land transport, as well as regarding the charging system.
  - Completion of mandatory reports, regarding regular passenger transport, among others, on the establishment, allocation and modification of permanent regular services of general use, railway state regulation projects, and transposing EU directives.



## RAIL SAFETY GOVERNMENT BODY

On 23 December 2014, Royal Decree 1072/2014, of 19 December is published in the Official State Gazette whereupon the State Railway Safety Agency is created and its Statute approved. Within the scope of competences corresponding to the State and, in accordance with the authorization of additional provision three in Law 28/2006, of 18 July, the AESF, has the purpose of detecting, analysing and evaluating the safety risks in rail transportation.

The AESF has the following action principles:

- Independence in their performance, with respect to the functions assigned in terms of railway transport safety.
- Competence and responsibility to develop and apply national and international railway safety standards, as well as to control procedures.



- c) Promotion and dissemination of a railway safety culture in all activity areas.
- d) Quality, effectiveness, efficiency and transparency to perform their functions.

The AESF shall exercise the following competences as authority responsible for railway safety:

- a) Ensure the general maintenance of traffic safety on the General Interest Railway Network by supervising compliance of all actors with their duties.
- b) Structural subsystems that make up the railway system authorized for entry into service, and verification that requirements are satisfied.
- c) Supervise that interoperability components fulfil their essential requirements.
- d) Authorize vehicle entry into service.
- e) Issue, renew, modify or revoke the safety certificates of railway undertakings, as well as supervise them later.
- f) Issue, renew, modify or revoke the safety authorizations of infrastructure managers, as well as supervise these later.
- g) Propose, make and develop safety standards and supervise their observation by railway agents, as well as write down proposals, guidelines and standard suggestions, including the technical specifications of the railway subsystems.
- h) Supervise safety targets and goals through indicators and accident statistics, as well as prepare reports on rail transport safety.
- i) Organize and manage the Special Rail Registry, as well as supervise the proper registration of railway personnel and registration of rolling stock and inventories, statistics and databases related to rail transport safety, including infrastructure inventories.
- j) Grant approval of training centres and psychophysical recognition centres for railway personnel and, where appropriate, suspend and revoke these.
- k) Grant approval and, if necessary, suspend and revoke it, maintenance centres, as well as the certification of the entities in charge of maintenance.
- l) Exercise the powers of the Ministry of Public Works related to railway personnel, i.e., grant, renew, suspend and revoke railway personnel driving certificates and licenses, as well as, propose the contents of railway personnel tests to obtain qualifications, approve minimum contents of training programs for approvals and certificate psychophysical conditions assessment of railway personnel.
- m) Attend and participate in European Railway Agency work groups and in other national and international organizations related to safety or interoperability of rail transportation.
- n) Exercise the powers of the Ministry of Public Works as to transport of dangerous goods by rail.



- o) Exercise the powers that correspond to the Ministry of Public Works related to the defence of public railway sector and to the modification of the building limit line, without prejudice to the rail infrastructure manager powers.
- p) Exercise the sanctioning powers related to railway safety.
- q) Every function assigned, especially in terms of railway safety.

The AESF is also responsible for granting, suspending and revoking licenses to railway undertakings, as well as qualifications of other applicants, including the preparation and initiative of regulatory projects regarding application and supporting documentation of licenses.

## RAILWAY INFRASTRUCTURE MANAGER, ADIF ALTA VELOCIDAD

The state-owned company Administrador de Infraestructuras Ferroviarias, ADIF-Alta Velocidad, is a public body attached to the Ministry of Transport, Mobility and Urban Agenda, with its own legal personality, full capacity to act for these purposes and its own assets, is governed by the Rail Sector Act, by Adif Statutes, by Law 40/2015, of 1 October, on the Legal Regime of the Public Sector, and by Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administrations, especially upon exercising administrative powers, by Budget Law and other applicable standards. Where above regulations do not apply, they shall be subject to a private legal system.

To fulfil their duties, ADIF-Alta Velocidad may perform all sorts of acts of administration and disposition under civil and commercial law.

ADIF-Alta Velocidad may not provide rail transport services, except those that are inherent to their own activities.

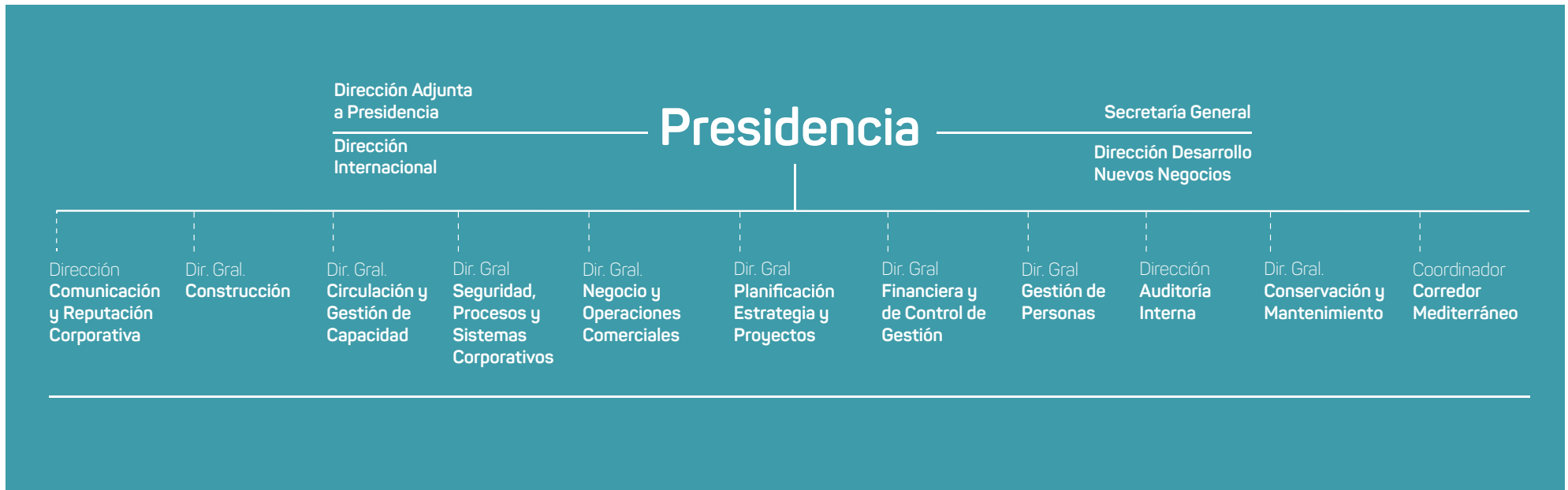
## RAILWAY INFRASTRUCTURE MANAGER, ADIF

The state-owned company Administrador de Infraestructuras Ferroviarias, Adif, is a public body attached to the Ministry of Transport, Mobility and Urban Agenda, with its own legal personality, full capacity to act for these purposes and its own assets, is governed by the Rail Sector Act, by Adif Statutes, by Law 40/2015, of 1 October, on the Legal Regime of the Public Sector, and by Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administrations, especially upon exercising administrative powers, by Budget Law and other applicable standards. Where above regulations do not apply, they shall be subject to a private legal system.

To fulfill their duties, Adif may perform all sorts of acts of administration and disposition under civil and commercial law.

Adif may not provide rail transport services, except those that are inherent to their own activities.

## ORGANIZATION CHART



### Functions of Adif

Pursuant to the provisions of Article 21 of the Rail Sector Act, and in accordance with Royal Decree 2395/2004 of 30 December, approving Adif Statute, Adif has the following functions:

- Approval of basic projects and construction of rail infrastructures they own and are part of the General Interest Rail Network and its construction, provided it is carried out with its own resources and as determined by the Ministry of Public Works.
- Construction of rail infrastructure with borrowed funds, according to the relevant agreement.
- Management of rail infrastructure owned by them and of that which is ordered under the relevant agreement.
- Provision of a minimum access package to the railway infrastructure and implementing the coordination mechanisms, included in article 20.2.
- Control, monitoring, and inspection of rail infrastructure that they manage, of their safety areas and rail traffic on it.
- The exploitation of the assets it owns, of the assets assigned to it and of those whose management is entrusted to it.
- Draft, approve and publish the network statement.



- h) Capacity allocation of infrastructures to RUs and other Applicants listed in Art. 34 requesting it and signing framework agreements with the former.
- i) Provision, where appropriate, of basic, supplementary and ancillary services to the rail transport service.
- j) Approval and collection of private prices to provide basic, supplementary and ancillary services to the rail transport service.
- k) Determining, reviewing and collecting tariffs for using rail infrastructure in accordance with the legal and regulatory enforcement regime.
- l) Cooperation with the bodies in other European Union Member States that manage railway infrastructures, as under article 20.3, to set and allocate infrastructure capacity covering more than one national network, as well as participate and cooperate in the European Network of Infrastructure Managers.
- m) Resolve claims for asset liability on account of their activity.
- n) The preparation and execution of studies or projects in the field of sustainable mobility or rail transport.
- ñ) Any other functions ascribed to it in this Act or its implementing provisions.

In accordance with first additional provision of Law 38/2015 of the rail sector ADIF -Alta Velocidad and ADIF may be entrusted with the performance of certain activities by signing an agreement. In that agreement a financial compensation corresponding to the provision of the services entrusted shall be determined. In particular, both entities may be entrusted with the management of infrastructure capacity, and due to the interconnection of networks which administration is attributed to both entities - and as an exception to Article 19.1 - also the management of control, traffic and safety systems.

Adif has entrusted the performance of certain activities to the state-owned company ADIF-Alta Velocidad according to the Management Command Agreement approved by the Board of Directors of ADIF-Alta Velocidad on 9 July 2019, as published by resolution of the Secretariat of State for Transport, Mobility and Urban Agenda (Official State Gazette No. 189 of 8 August 2019), including among others, the following:

- Comprehensive environmental management
- Acceptance, tests of laboratories for the quality control of materials, audits and monitoring quality and final documentation of works, load tests and inspections of buildings, and processing cost files.
- Processing forced expropriation files whereby ADIF is the beneficiary.
- Drafting reports to monitor projects of conventional lines.
- Advice on environmental sustainability, energy efficiency and the fight against climate change.
- Managing the maintenance of operated lines owned by ADIF on geographical areas where ADIF does not have their own human resources to perform them.
- Participation of personnel dedicated to construction activities ordered to ADIF.
- Power supply for Traction Different Use – TDU

Two amendments to the Convention have been signed, the first on 24 October 2019 (published in the Spanish Official Gazette No. 305, of 20 December 2019) and the second on 20 December 2019 (published in the Spanish Official Gazette No. 37, of 12 February 2020), in order to add in, respectively, the following activities:

- Telecommunications
- Operational planning

However, Adif maintains the competences and responsibilities of a railway infrastructure manager.

## MISSION AND VISION

### Mission

Operate, manage, and build a smart rail network adapted to the new, competitive, and sustainable technological ecosystem, thus contributing to the SDGs.

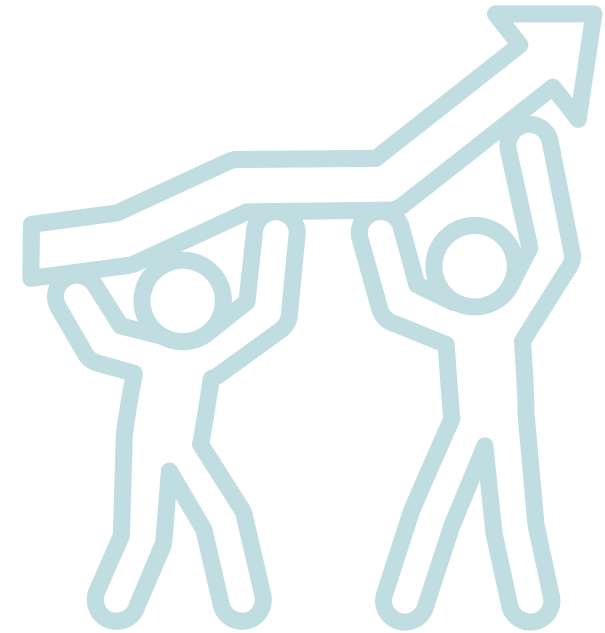
### Vision

Be a benchmark organization focused on managing resilient, sustainable, safe, and intelligent infrastructures that contribute to the new ecological transition model

## RAILWAY UNDERTAKINGS AND APPLICANTS REGISTERED IN THE RAIL SPECIAL REGISTRY

Refer to the list of companies holding a license and safety certificates on the website of AESF

<https://www.seguridadferroviaria.es/actividades/empresas-ferroviarias>



# 1.2. Purpose of the Network Statement

NS is the document that Adif offers to IMs and other Applicants to let them know the infrastructure characteristics and access conditions to the General Interest Rail Network managed by Adif, as well as to service facilities and service provision at these facilities.

It sets out the characteristics of the infrastructure made available to the various Applicants for the allocation of capacity and contains information on the capacity of each section in the network and the conditions to access to it. It also details the general rules, deadlines, procedures and criteria governing the capacity allocation and

charging principles to be applied to use rail infrastructures and to provide various services to RUs.

Certain issues related to the contents of this NS and to the rail infrastructure capacity allocation procedure by means of Order FOM/897/2005, of 7 April, as amended by Order FOM 642/2018, of 13 June, in accordance with Rail Sector Act.

## 1.2.1. RAIL NETWORK OF GENERAL INTEREST, RFIG

The Railway Network of General Interest (RFIG) has railway infrastructures, passenger stations and freight terminals, which are essential to ensure a common rail transport system throughout the State or if a joint management is necessary for a proper functioning of the common transport system, like those linked to international traffic routes, or if they link different autonomous communities and their connections and access to the main population and transport centres or to facilities essential for the economy or national defence, according to Rail Sector Act, art. 4.

All items that are part of the Railway Network of General Interest shall be included in the Catalogue of General Interest Railway Network, where lines and sections shall be listed in accordance with an official code, expressing their origin and destination and a brief reference to their technical characteristics, as well as passenger stations and freight terminals.

Annex G to this NS includes the General Interest Railway Network's Catalogue of Axes and Lines managed by the infrastructure manager, in accordance with Order FOM 710/2015, of 30 January, updated in accordance with Order FOM/925/2018, of 10 September and Order TMA/1240/2020 of 8 December and TMA/488/2021, of 19 May, and with Art. 4 of Law 38/2015, of 29 September of the Railway Sector.





## 1.2.2. LARGE FIGURES OF THE RAIL NETWORK OWNED BY ADIF

### Large Figures of Adif

Non current assets	16,105,375 thousand €
Own Funds	2,315,406 thousand €
Equity	12,755,450 thousand €
Employees Adif	12,178 (1)

(1) Data 31/12/2022 / \* Provisional data to 31/12/2022

### Passenger Stations

Nr. of Stations	1,451
Data to 31/12/2022	

### Freight Transportations Terminals

Main Freight Transport Terminals	38
Data to 31/12/2022	

### Infrastructure and Traffic

(*) Railway Network Owned by Adif:	11,689.2	Km.
• High Speed Network with pure Standard Gauge (1,435 mm distance between both rails)	57.2	Km.
• High Speed Network with Iberian gauge (1,668 mm distance between both rails)	84.1	Km.
• Conventional Network with pure Iberian gauge (1,668 mm distance between both rails)	10,229.5	Km.
• Mixed Network (combination of Iberian Gauge and Standard Gauge)	124.9	Km.
• Narrow Gauge Network of metric gauge (1,000 mm distance between both rails)	1,193.4	Km.
Lines equipped with ERTMS	157.4	Km.
Lines equipped with ASFA	10,416.1	Km.
Lines equipped with Automatic Blocking Systems	9,118.2	Km.
Lines equipped with ATP -EBICAB	142.1	Km.
Lines equipped with CTC	8,827.1	Km.
Electrified Line	6,736.9	Km.
**Nr. of Traffic	1,853,915	

\*2023 1<sup>st</sup> Quarterly Version of Adif Common Sections (minus 205.656 kms. network owned by Adif upon closure of Tarancon - Utiel route on 310 conventional line; on 04/03/2023)

\*\* Annual estimate based on data accumulated to February-2023

# 1.3. Legal Affairs

## 1.3.1. LEGAL FRAMEWORK

The basic Legal Framework is based on state rail regulations and the Regulations and Directives of the European Union transposed to national legislation, in addition to its development regulations and other provisions. It also includes the application technical standards. References to these provisions are found in Annex E of this document.

## 1.3.2. LEGAL STATUS OF THE NETWORK STATEMENT

### General Considerations

The NS shall be binding for RUs and Authorized Applicants who wish to access infrastructure to provide rail transport services as well as for railway infrastructure manager, regarding the rights and obligations that may arise.

The submission of the request for capacity allocation of lines and Service Facilities capacity, shall imply accepting the rights and obligations in the NS, by Applicants. Any reference in this NS to current provisions (Laws, Royal Decrees, Ministerial Orders, Resolutions, etc.) will be for information purposes, prevailing at all times the text in the provision referred to.

### Information on Traffic Safety

On safety issues, regarding traffic and regulation, the information contained in this NS is for information only, to be applicable in any event specified in Chapter 6 in this NS.

Royal Decree 664/2015, of 17 July approving Rail Traffic Regulation (RCF) sets general operating rules for train traffic and shunting performed in a safe, efficient and timely manner, both for ordinary operation and with degraded conditions, including its effective recovery after a service interruption, the document also provides a unique regulatory framework for operating processes with a direct interface between the Infrastructure Manager (IM) and the Railway Undertaking (EU), reaching an operating criteria for different IMs with different Network gauges.

In accordance with current standards, and specifically in accordance with Title V, Law 38/2015, of 29 September on the Railway Sector and Royal Decree 664/2015, of 17 July approving Railway Traffic Regulation, Adif has the corresponding Safety Authorization issued by the State Safety Agency, according to the granting resolution dated 15 June 2022. Traffic Safety Management systems of infrastructure managers shall meet the requirements under Delegated Regulation (EU) 2018/762, setting common safety methods under a safety management system to be implemented in Spain as from 31 October 2020.

### 1.3.3. REQUESTS, ALLEGATIONS AND CLAIMS

Annex K shows the information about different procedures that the Railway Sector Act and this Network Statement set to resolve conflicts and resources as a result of the capacity allocation process, railway service provision and incentive system.

Furthermore you can find information on the procedure to be followed upon claims submitted by railway undertakings and other applicants regarding Adif actions, dealing with this Network Statement application issues, capacity allocation procedures and results, tariffs for using railway infrastructures, discriminatory treatment issues upon accessing railway infrastructures, Service Facilities or related services, as well as claims regarding the provision of services in international freight transport rail corridors.

## 1.4. Structure of the Network Statement

The contents of this NS are in accordance with the provisions of Annex III, Law 38/2015, of 29 September, of the Rail Sector Act, and as indicated in Order FOM/897/2005, of 7 April, concerning the Network Statement and the Railway Infrastructure Capacity Allocation procedure, as amended by Order FOM 642/2018, of 13 June.

The structure of this document is, in turn, consistent with common index set by Rail Net Europe, in accordance with the latest update of a common structure and Implementation Guide approved by Rail Net Europe at a General Assembly held on 19 May 2021, an organization to which the railway infrastructure manager actively contributes.

RNE common structure has applied to this Statement, which aims at giving access for every Applicant and Railway Undertaking to similar documents in different countries, with the same information and same location. These infrastructure access procedures are therefore simplified, especially when scheduling international traffic.

Under this principle, the NS is divided into seven chapters and several Annexes:

- Chapter 1:** General Information; Brief description of the railway sector in Spain.
- Chapter 2:** Description of Railway Infrastructures; i.e. main technical and functional characteristics of the General Interest Rail Network managed by Adif, available to request capacity allocation.
- Chapter 3:** Access Conditions; it includes every necessary legal requirement governing the access to the General Interest Rail Network managed by Adif for railway undertakings.
- Chapter 4:** Capacity Allocation; it describes the process by which Adif allocates paths to Railway Undertakings and Applicants, as well as capacity at service facilities

**Chapter 5:** Adif Services; Description of the services provided by Adif and their Economic and Tax Regime; description of rail fees and tariffs, as well as the prices to provide Basic, Supplementary and Ancillary Services

**Chapter 6:** Operations; Description of traffic management procedures, including the procedures to be followed in case of incidents, (standards regarding the obligations that the applicant and/or the infrastructure manager shall follow for train and shunting operations)

**Chapter 7:** Service Facilities; provides an overview of the infrastructure manager's service facilities and other service facilities connected to the General Interest Rail Network in application of 2017/217 EU Implementing Regulation.

**Annexes:** : The different annexes group all the information that can be subject to frequent updates, including also informative contents (service timetable, catalogue of international freight paths, capacity request model, organization chart of the Ministry of Transportes, Movilidad y Agenda Urbana, law, glossary, catalogue of axes and lines in the General Interest Rail Network, loading areas, main passenger stations, workshops, average capacity of Adif main lines, classification of lines by type, framework agreement, procedure to solve conflicts, conditions to use service facilities, capacity allocation calendar in service facilities.

**Maps:** Maps of the main features of the network owned by Adif and ADIF Alta Velocidad.

**Catalogue of Service facilities descriptive sheets:** General information of the facility, owner/operator (of every service), access conditions, service provision terms, usage terms, offer of services and prices. Information from the manager and other owners/operators of service facilities

**Catalogue of capacity offer at Service Facilities:** List of tracks offered at service facilities owned by Adif, with Iberian gauge as well as with metric gauge.

**Catalogue of Capacity Restrictions in the RFIG:** List of Capacity Restrictions in the RFIG.

# 1.5. Validity Period, Updating and Publishing

## 1.5.1. VALIDITY PERIOD

NS enters into force on 01/01/2023 and ends on 31/12/2023; and may be updated by the railway infrastructure manager as required in its contents.

As for the Capacity Allocation Schedule, 2023 Schedule of Services will remain effective until 9 December 2023 and 2024 Schedule of Services will remain valid until 14 December, 2024.



## 1.5.2. UPDATING PROCESS

The network statement will be updated and amended as appropriate. In any case, it will be updated when use conditions of rail infrastructure, service facilities and/or service provision change, at said facilities. These amendments may not impose restrictions or limitations to the allocated Capacity, unless extraordinary circumstances are duly accredited, or the awarded contractors consent or are part of any eventual actions necessary to operate on it. In the latter case, the communication to the affected Contractors shall be valid for publicity purposes and Applicant availability, as long as they are incorporated into the ordinary yearly publication.

Regarding aspects subject to regular changes (technical information), the changes that may occur shall take immediate effect after their publication or after the date set in the amendment.

## 1.5.3. PUBLICATION AND DISTRIBUTION

The Network Statement approved by Adif Board of Directors is published on the website, [www.adif.es](http://www.adif.es) in PDF or similar format.

The Network Statement is published in Spanish, in the co-official languages of the different autonomous communities, and in English. In case of discrepancy as to its content, the original version in Spanish language shall prevail.

The obligation to publish the network statement in different co-official languages does not apply until 2025 network statement's publication in December 2023.



# 1.6. Adif Contacts

Adif offers RUs and other Applicants an organization that provides comprehensive services to facilitate access to rail infrastructure, both for the provision of various transport services of passengers and freight, and for testing rail infrastructure. Depending on the nature of the communication, they can be directed to the following addresses, which are listed below.

## Adif



### Sede Central

Sede electrónica: <https://sede.adif.gob.es/opencms/system/modules/sede/index>



Calle Sor Ángela de la Cruz, 3  
28020-Madrid  
[www.adif.es](http://www.adif.es)

## Comunicación y Relaciones Externas



### Subdirección de Relaciones con los Medios

Dirección de Comunicación y Reputación Corporativa



Calle Sor Ángela de la Cruz, 3  
28020-Madrid  
[www.adif.es](http://www.adif.es)

## Ventanilla única para empresas ferroviarias y candidatos



### Subdirección de Relaciones con Operadores Ferroviarios

Dirección de Explotación Comercial



Calle Sor Ángela de la Cruz, 3  
28020-Madrid  
[www.adif.es](http://www.adif.es)

## Autorización de Conexiones a la RFIG, Cargaderos



### Subdirección de Relaciones con Operadores Ferroviarios

Dirección de Explotación Comercial



Calle Sor Ángela de la Cruz, 3  
28020-Madrid  
[www.adif.es](http://www.adif.es)

## Autorización para la Realización de Pruebas en la RFIG



### Subdirección de Relaciones con Operadores Ferroviarios

Dirección de Explotación Comercial

Buzón Solicitud de pruebas:

<https://www.adif.es/solicitud-de-pruebas-en-la-infraestructura>



Calle Sor Ángela de la Cruz, 3  
28020-Madrid  
[www.adif.es](http://www.adif.es)

## Información sobre Estaciones de Viajeros



### Subdirección de Servicios y Mantenimiento

Dirección de Estaciones de Viajeros  
Gestión de Instalaciones de Servicios



E-mail: [h24estaciones@adif.es](mailto:h24estaciones@adif.es)



Avenida Pío XII, 110; Edificio 18  
28036-Madrid

## Información sobre Terminales de Mercancías



Subdirección Comercial  
Subdirección de Gestión de Servicios a Clientes



Dirección de Servicios Logísticos  
Gestor de Instalaciones de Servicios  
E-mail: [capacidadinstalaciones@adif.es](mailto:capacidadinstalaciones@adif.es)



Estación Madrid-Chamartín-Clara Campoamor  
Calle Agustín de Foxá, s/n  
Edificio Comercial - Andén 1  
28036-Madrid

## RNE Ventanilla Única (OSS RNE) Información General de Acceso a la Red



Ventanilla Única Adif (Adif OSS)  
Subdirección de Servicios de Circulación y Calidad  
Dirección General de Circulación y Gestión de Capacidad



Estación Madrid-Chamartín-Clara Campoamor - Edif. 22  
Calle Agustín de Foxá, 56  
28036-Madrid

## RNE Ventanilla Única (OSS) del Corredor Atlántico de Mercancías Europeo



Ventanilla Única (OSS) del Corredor Atlántico de Mercancías Europeo  
Subdirección de Servicios de Circulación y Calidad  
Dirección General de Circulación y Gestión de Capacidad



Estación Madrid-Chamartín-Clara Campoamor - Edif. 22  
Calle Agustín de Foxá, 56  
28036-Madrid

## Asignación de Capacidades en Líneas Ferroviarias Integradas a la REFIG



Dirección de Planificación y Gestión de Capacidad  
Dirección General de Circulación y Gestión de Capacidad



Estación Madrid-Chamartín-Clara Campoamor - Edif. 22  
Calle Agustín de Foxá, 56  
28036-Madrid

## Control de Tráfico de Trenes y Planes de Contingencias



Centro de Gestión de Red H24  
Dirección de Tráfico  
Dirección General de Circulación y Gestión de Capacidad



Calle Méndez Álvaro, 1  
28045-Madrid

## Seguridad en la Circulación



Dirección Corporativa de Seguridad en la Circulación



Estación Madrid-Chamartín-Clara Campoamor  
Calle Agustín de Foxá, s/n  
Edificio 21 - 1ª planta  
28036-Madrid

## Autorización del Material Rodante



Dirección Corporativa de Seguridad en la Circulación



Estación Madrid-Chamartín Chamartín-Clara Campoamor  
Calle Agustín de Foxá, s/n  
Edificio 21 - 1ª planta  
28036-Madrid

## Información sobre Protección Civil



Dirección de Seguridad y Autoprotección



Estación Madrid-Chamartín Chamartín-Clara Campoamor  
Calle Agustín de Foxá, s/n  
Edificio andén vía 1  
28036-Madrid

## Estudios para Transportes Excepcionales



Dirección Corporativa de Seguridad en la Circulación



Estación Madrid-Chamartín Chamartín-Clara Campoamor  
Calle Agustín de Foxá, s/n  
Edificio 21 - 1ª planta  
28036-Madrid

## Innovación Tecnológica



Centro de Tecnologías Ferroviarias  
Subdirección de Innovación Estratégica



Calle Severo Ochoa, 9  
29590-Campanillas (Málaga)





# 1.7. Cooperation Between European IMs/ABs

## 1.7.1. RAIL FREIGHT CORRIDORS, RFC

Regulation (EU) No. 913/2010 concerning a European rail network for competitive freight required Member States to establish international market-oriented Rail Freight Corridors (RFCs) in order to meet the following goals:

- Create a rail network for competitive freight transport, improving the efficiency of rail freight transport against other transport means,
- Strengthening co-operation between IMs/ABs on key aspects such as the allocation of paths, deployment of interoperable systems and infrastructure development,
- Finding the right balance between freight and passenger traffic along the RFCs, giving adequate capacity for freight in line with market needs and ensuring that common punctuality targets for freight trains are met,
- Promoting intermodality between rail and other transport modes by integrating terminals into the corridor management process.

The railway infrastructure manager participates in two European Rail Freight Corridors - Atlantic and Mediterranean – according to Regulations in force.

### Atlantic Corridor

Rail Way Infrastructure Manager (Adif) and Infrastructure Managers in Portugal (IP), France (SNCF-Réseau) and Germany (DB Netz) integrate this corridor totaling more than 5,300 km of tracks along the axis Sines/Setúbal/Lisboa/Leixões – Algeciras/Madrid/Bilbao/Zaragoza - Bordeaux/Paris/Le Havre / Metz, Mannheim crossing international frontiers of Vilar Formoso/Fuentes de Oñoro, Elvas/Badajoz, Irún/Hendaya and Forbach/Saarbrücken.

The catalog of international paths of freight in this corridor is available on:

[medrfc.eu/our-services/commercial-offer/](https://medrfc.eu/our-services/commercial-offer/)

### Mediterranean Corridor

The rail infrastructure manager, jointly with Line Figueras Perpignan S.A. (LFP), Société Nationale des Chemins de fer Français – Réseau (SNCF Réseau), Oc'Via (Oc'Via), Rete Ferroviaria Italiana (RFI), SŽ – Infrastruktura d.o.o. (SŽ-Infra), Magyar Államvasutak Zártkörűen Működő Részvénytársaság (MÁV); Vasúti Pályakapacitás-elosztó Korlátolt Felelősségű Társaság (VPE), HŽ Infrastruktura d.o.o. (HŽI), make up this Corridor

The Mediterranean Corridor will connect Madrid, Algeciras and major Spanish East Coast ports with Europe through France, through more than 6,000 km of tracks along the axis Almería-Valencia/Algeciras/Madrid-Zaragoza/Barcelona-Marseille-Lyon-Turin-Milan-Verona- Padua/Venice-Trieste/Koper-Ljubljana-Budapest-Záhony.

The catalog of international paths of freight in this corridor is available on:

<https://www.railfreightcorridor6.eu/RFC6/web.nsf/OnePager/index.html#offer>

## 1.7.2. RAILNET EUROPE (RNE) AND OTHER INTERNATIONAL COOPERATION

Adif is a member of RailNetEurope (RNE), which is an umbrella organisation of European railway Infrastructure Managers and Allocation Bodies (IMs/ABs). RNE facilitates international railway business by developing harmonised international business processes in the form of templates, handbooks, and guidelines, as well as IT tools.

You can find more information about RNE on <http://www.rne.eu/organisation/rne-approach-structure/>

There is a network of One Stop Shops (OSS) representing every infrastructure manager in international traffic. They are a single point of contact for an entire international route of a rail service, from initial questions regarding network access to requests for international paths and review of results after a rail service.

Single Contact Window for the Railway Infrastructure Administrator, OSS\_ Adif:

C / Agustín de Foxá, 50 (building 21) Madrid Chamartín Station ES\_28036 Madrid- [fbartplome@adif.es](mailto:fbartplome@adif.es)

OSS contact list is available at: <http://www.rne.eu/organisation/oss-c-oss/>

ADIF is part of the following international organizations:

- UIC, International Union of Railways, a world association that promotes rail transport globally, through technical projects, rail research and standardized solutions.
- EIM, European Infrastructure Managers, a European non-profit association representing the common interests of European railway infrastructure managers before the European Commission and the European Railway Agency.
- PRIME, Platform of railway infrastructure managers in Europe established between DG MOVE and infrastructure managers with the aim of improving international cooperation of railway infrastructure managers, supporting the implementation of the European railway policy and developing benchmarking of performance for an exchange of best practices.

At the same time, ADIF has formalized cooperation agreements with other infrastructure managers to promote an exchange of experiences and to develop common projects.





# 2

# INFRASTRUCTURES

2.1. Introduction

2.2. Scope of Adif Managed Network

2.3. Description of The Network

2.4. Traffic Restrictions

2.5. Infrastructure Availability

2.6. Infrastructure Development



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## 2.1. Introduction

This chapter describes the main characteristics of the railway infrastructures managed by the infrastructure manager. The railway infrastructure, as determined by Article 3 of the Railway Act and Annex IV thereof, has the following items:

- a) Land to settle the tracks.
- b) Operation works and track platforms, i.e. embankments, trenches, drains, reserves, masonry sewers, aqueducts, cladding walls, slope protection plantations, etc.; passenger and freight platforms, including those at passenger stations and cargo terminals; walks and roads; closing walls, hedges and fences; fire protection strips; devices to heat tracks' switches and crossings; snowstoppers.
- c) Civil works: bridges, decks and other overpasses, tunnels, covered trenches and other underpasses; support walls and protection works against avalanches and landslides, etc.
- d) Level crossings, including facilities designed to ensure the safety of road traffic.
- e) Superstructures, in particular: tracks, grooved rails and counter rails; sleepers and longrines, various clamping material, ballast, including gravel and sand; track devices; rotating plates and shuttle trolleys (except those exclusively reserved for traction machines).
- f) Roads for yards of passengers and freight, including access by road and for passengers arriving or departing on foot.
- g) Safety, signalling and telecommunication facilities on track, station and shunting yard, including facilities for the production, transformation and distribution of electric current for signalling and telecommunication services; buildings assigned to said facilities; track brakes.
- h) Lighting facilities designed to ensure vehicles' traffic and the safety of said traffic.
- i) Facilities to transform and conduct electric current for train-traction: stations, supply lines between stations and contact sockets, catenary and supports; third rail and supports.
- j) Buildings used by the infrastructure service, including a part of the facilities intended to collect transport charges.
- k) Axle and gauge changers.

Provided that they are part of the main and service tracks, with the exception of tracks located within the rolling stock repair shops and in the warehouses or garages of traction machines, as well as the diverting branches for private use.

## 2.2. Scope of Adif Managed Network

Management of railway infrastructure and its construction shall correspond, within the scope of state competition, to one or more public entities attached to the Ministerio de Transportes, Movilidad y Agenda Urbana with their legal personality and full capacity to act for their purposes and own equity, and shall be governed by

the provisions of Rail Sector Act, in its own statutes and in the budgetary legislation and other development regulations that apply to it.

In accordance with Article 1.7 in Royal Decree Law 15/2013, of 13 December, and the provisions of first additional provision in Rail Sector Act, Adif- High Speed Adif Alta Velocidad has entrusted Adif, amongst others, with the management of infrastructure capacity, control, traffic and safety systems.

All items that are part of the General Interest Railway Network shall be included in the General Interest Railway Network Catalogue, including the railway lines and sections that shall be listed in accordance with an official code, expressing their origin and destination and a brief reference to their technical characteristics, as well as passenger transport stations and freight terminals. Annex G to this NS includes the Catalogue of Lines and Sections of the General Interest Railway Network managed by the infrastructure manager, in accordance with Order FOM 710/2015, of 30 January, and Law 38/2015, art. 4, of 29 September, on the railway sector.

Adif Managed Network primarily has combined traffic lines (Freight and Passengers). It has three lines with different gauges:



- Iberian gauge (distance between rails 1,668 mm).
- Standard gauge (distance between rails 1,435 mm).
- Metric gauge (1,000 mm).

Some line sections have the so-called third rail, i.e. sections are equipped with double gauge (Iberian and standard), these combined gauge tracks enable train traffic through both gauges with a single lock system. The main lines of the Network managed by Adif have double track.

Maps included have information on identification and location of the main stations and railway junctions of Adif Managed Network as well as on distances in kilometers between these, with details of different types of track (single track and double track, and electrified or non-electrified).

The contents of Annexes are for information purposes only. In case of discrepancy between the contents of these annexes and regulatory documentation, the latter shall prevail over Annexes.

There is Capacity Manual that is sent by the Capacity Planning and Management Department under the General Directorate of Traffic and Capacity Management, to all RUs and Applicants, which perform rail traffic. This document details the specific capacity allocation rules applicable to a line in the Network, and a summary per line of this document is in Annex H.

Integration of rail transport in Europe requires technical compatibility of infrastructure, rolling stock and signalling, as well as compatibility of operational and legal procedures throughout the European rail network to achieve the goal of rail system interoperability. In Spain there are currently **2,753.6 Km.** lines operating with ERTMS, of which **157.4 Km.** correspond to infrastructures owned by Adif.

## 2.2.1. GEOGRAPHIC LIMITS

See Maps, in a document attached to this Network Statement and the Axes and Lines catalogue of the RFIG in Annex G.



## 2.2.2.CONNECTIONSTOOTHERNETWORKS

The network owned by Adif is connected to the network of Portugal (Portugal infrastructures), generally with Iberian gauge, through the border points of: Tuy/Valença do Mino, Fuentes de Oñoro/Vilar Formoso; and with the French network SNCF Réseau with Iberian gauge through Irún/ Hendaye, Portbou/Cerbère and Puigcerdà/La Tour de Carol, although running to the French network through these accesses requires changing the gauge of trains. Furthermore, the metric-gauge network owned by Adif is connected to the network of the Basque Railway Infrastructure Manager in Basurto Hospital and Irauregui. Likewise, the Iberian gauge network owned by Adif is connected to the metric network of the Basque Railway Infrastructure Manager (Euskal Trenbide Sarea) in Lutxana-Barakaldo and, finally, Adif Iberian gauge network is connected to the network owned by the Government of Andalusia (Cadiz Bay Train), in the so-called Arillo River branch (Cadiz).

CROSS-BORDER SECTIONS					
CROSS-BORDER SECTIONS	BORDER STATIONS	RAIL INFRASTRUCTURE MANAGER	OPERATIONAL CONDITIONS		
			GAUGE	ELECTRIFICATION	REGULATORY DOCUMENTATION
ESPAÑA / FRANCIA	Irún - Hendaya	Adif - SNCF Réseau	1668 / 1435 (mm)	3 KV CC / 1,5 KV CC	AO/CO 02/21 Orders
	Portbou - Cerbère	Adif - SNCF Réseau	1668 / 1435 (mm)	3 KV CC / 1,5 KV CC	AO 582/CO 885 Orders CO-498 Orders
	Puigcerdà -La Tour de Carol	Adif - SNCF Réseau	1668 / 1435 (mm)	3 KV CC / 1,5 KV CC	AO 263/ CO 244/ Orders SO No. 1
ESPAÑA / PORTUGAL	Tuy -Valença	Adif - IP	1668 / 1668 (mm)	NO / NO	CO N° 1/Orders 22 Leon / N° 1/22 Sevilla / IET N° 04 IP.-Direção de Circulação Ferroviária – DCF 1
	Fuentes de Oñoro -Vilar Formoso	Adif - IP	1668 / 1668 (mm)	NO / 25 KV CA	

In accordance with the seventeenth additional provision of the Railway Sector Act, border sections are rail infrastructures included in the General Interest Rail Network located on the borders with France and Portugal. These sections are identified as such in the catalogue of the General Interest Rail Network rail infrastructures, indicating the limiting stations. In order to facilitate cross-border rail traffic may be established exceptions to the rules applicable to the rest of the General Interest Rail Network on railway staff, rolling stock, rail traffic or safety certificates of railway undertakings that apply to traffic with origin or destination in the General Interest Rail Network delimiting the border section.

The following agreements are signed:

- Agreement for a cross-border coordination between SNCF Réseau, French National Public Entity of Industrial and Business Nature, and Railway Infrastructure



Manager, E.P.E. > Resolution of 14 January 2020, of the State-owned company Administrador de Infraestructuras Ferroviarias, that publishes the Agreement with SNCF Réseau, for a cross-border coordination. (State Official Gazette No 213 of 7 August 2020). Furthermore, on 26/04/2022, the agreement was signed between the national safety authorities of the French Republic and the Kingdom of Spain to cooperate in the field of safety and interoperability of railway activities. Through this agreement the parties cooperate with rail activities between France and Spain, in terms of cross-border and international traffic.

- Agreement on cross-border coordination between Infraestructuras de Portugal, S.A., (IP, SA) and Administrador de Infraestructuras Ferroviarias, E.P.E. (ADIF, E.P.E.)> Resolution of 29 June 2021, of the state-owned company Administrador de Infraestructuras Ferroviarias, to publish the Agreement with Infraestructuras de Portugal, SA, on cross-border coordination. (Spanish Official Gazette nº 172 of 20 July 2021).

## PORTS WITH CONNECTION TO THE GENERAL INTEREST RAIL NETWORK:

PORTS WITH CONNECTION TO RFIG		
PUERTO	PUNTO DE CONEXIÓN FÍSICA	DOCUMENTACIÓN REGLAMENTARIA
Santander	A 1200 m de la señal M4 (bajo el puente de la autovía S-10). Delimitado por cartelones	Consigna AO/CO Nº 5/18
Bilbao	-Por el lado Zierbena, frente a la señal M16, en el Pk 17+345. -Por el lado Santurtzi, frente a las señales M19 y M21, en el Pk 15+335 Delimitado por cartelones	Consigna AO/CO Nº 2/22
Pasaia	Puertas de acceso al Puerto, Pk 629+ 618, a 25 m de la señal M1 Delimitado por cartelones	Consigna AO/CO Nº 2/19
Tarragona	Conexión 1: en el centro del escape 6/8, coincidente con el pk 274/468 de la línea 210 de Miraflores a Tarragona Conexión 2: a 18,544 metros antes de la señal S2/P3, en el lado Puerto.	Consigna CO Nº 5/21
Huelva	Dos puntos de conexión física: 1 Línea de conexión entre aguja 79 ( PK 107+585) de la línea Majarabique Huelva Término y Paso a Nivel tipo a en PK 000+018. 2.- Ramal Torre Arenillas - Coto de Palos, señal cuadrada de parada absoluta y calce descarrilador X4	Consigna AO/CO Nº 0027/17
Málaga	km 0,646 del Ramal, a continuación del Paseo Marítimo Antonio Machado. Coincide con el punto funcional. Señalizado mediante cartelones	Consigna AO/CO Nº 00001/21
Sevilla	Situado en la línea de conexión La Salud - Puerto de Sevilla PK 001+717. En la lado puerto del puente que cruza sobre el río Guadaira. Señalizado mediante cartelón	Consigna AO/CO Nº 0001/17
Bahía de Algeciras	Ramal de acceso Algeciras Estación - Puerto de Algeciras. Exactamente debajo del Paseo de la Conferencia de esta ciudad. Señalizado mediante cartelón	Consigna CO Nº 0004/17

PORTS WITH CONNECTION TO RFIG		
PUERTO	PUNTO DE CONEXIÓN FÍSICA	DOCUMENTACIÓN REGLAMENTARIA
Castelló	Baliza de señal, a 5 metros de la señal S2/PT con PK:0+137 de Les Palmes por el lado puerto	Consigna AO/CO 00004-18
Valencia	Puerta de acceso al Puerto (PK 0+ 806) protegida por las señales ferroviarias EP6 - EP8 y EP10 a la entrada y por las señales SP5 - SP7 y SP9A - SP9B - SP9C a la salida	Consigna AO/CO N° 3-18 conexión APv- FSL
Cartagena	P.K. 11+310 de la línea de conexión, distante 800 metros de la señal M1 de Escombreras	SIN CONSIGNA PUBLICADA Consigna ATOI_CTOI 00001-22 baja 1M y acceso puerto
Alicante	Se encuentra situado a la altura de la baliza ASFA de la señal E3 de entrada a la estación de Sant Gabriel.	Consigna AO/CO 00002-19 Puerto Alicante
Gijón (ancho ibérico)	a) Línea 152 Gijón Puerto - Veriña: a 100 metros de la señal 14S dirección Estación de Veriña. b) Línea 150 Aboño - Veriña: a 25 metros de la señal E1 correspondiente al enclavamiento del Puerto dirección Aboño. Señalizado mediante cartelones	Consigna AO/CO N° 280/327
Gijón (ancho métrico)	P.K. 8+124 donde se ubica el poste de punto protegido de entrada a la estación de Aboño Mercancías. Señalizado mediante cartelones	(Borrador de consigna)
Aviles (ancho ibérico)	Portón existente en el vallado perimetral, en dirección del Puerto, tras rebasar el desvío nº19 de la estación de San Juan de Nieva. Señalizado mediante cartelones	Consigna AO/CO N° 07/19
Aviles (ancho metrico)	P.K. 1+020 de la Línea 758 La Maruca Mercancías - Puerto de Avilés. Señalizado mediante cartelones	Consigna AO/CO N° 08/19
Vilagarcía de Arousa	P.K. 53,931 a 22 metros de la señal S2/P en sentido hacia el Puerto. Señalizado mediante cartelones	Consigna AO/CO N° 292/390
A Coruña	P.K. 545,841, referido a la línea 834, en la punta del espadín del desvío C1 de la Red del Puerto de A Coruña. Señalizado mediante cartelones	Consigna AO/CO N° 13/19
Ferrol	P.K. 1,820 de la línea de conexión, que nace en la estación de Ferrol, tras la salida del túnel, en dirección al Puerto de Ferrol. Señalizado mediante cartelones	Consigna AO/CO N° 03/21
Marín	El PK 5,404 del ramal de conexión a 20,20m de la señal SPM, en dirección al puerto. Señalizado mediante cartelones	Consigna AO/CO N° 15/19

PORTS WITH CONNECTION TO RFIG		
PUERTO	PUNTO DE CONEXIÓN FÍSICA	DOCUMENTACIÓN REGLAMENTARIA
Vigo	El portón de cierre del vallado que separa la terminal de Adif del puerto, situado a continuación del calce X13. Señalizado mediante cartelones	Consigna AO/CO N° 14/19

## 2.3. Description of The Network

Railway undertakings that have a license and safety certificate may request to access the General Interest Railway Network application, managed by the Traffic Safety Directorate, that gives access to ICL lines traffic information.

The information offered on ICL, among others, is the following:

- Hot axle detectors
- Maximum load per axle and meter on different lines and sections of the General Interest Railway Network
- Characteristic ramps
- Restrictions in tunnels
- Restrictions on Bridges/Viaducts
- Level crossing
- Tunnels, indicating location, name and length, specific information, footbridges, exit points, safe evacuation zones.
- Energy systems
- Power supply systems (voltage and frequency)
- Neutral zones without power (if they exist)
- Restrictions related to consumption (if they exist)
- Conditions regarding the regenerative brake (if any)



Line traffic information, ICL, is published on an annual and monthly basis:

## Annual ICL

It will be published in December and applicable as from 1 January of the following year. It is a unique document for the whole General Interest Rail Network in pdf format and is distributed through RGD.

Other publications may be made given substantial changes in their contents.

## Monthly ICL

It is published monthly on the working day closest to the 20th of every month. It is distributed in PDF format through RGD.

## 2.3.1. TRACK TYPOLOGIES

Adif Owned Network is essentially made up of:

- Non-electrified single track.
- Electrified single track.
- Non-electrified double track.
- Electrified double track

See Maps which is available on the Adif website, as an annex to this NS.

## 2.3.2. TRACK GAUGES

Annex G, The catalogue of Axes and General Interest Rail Lines RFIG and maps in the document annexed to this NS show the existing track types in Adif owned network.

## 2.3.3. PASSENGER STATIONS AND FREIGHT TERMINALS

See Chapter 7 and Catalogue of Service Facilities Descriptive Files and Maps, which are included as documents attached to this NS.

## 2.3.4. GAUGE

In the State Official Gazette No. 185 of 4 August, Order FOM/1630/2015 of 14 July was published approving the "Gauge Railway Instruction". This Instruction is in order to define the gauges to be considered, both for the construction of vehicles (rolling stock gauge) and to set items next to the track (the structure gauge).

Load gauges in open wagons is further defined as well as the minimum distances that the cargo must keep to the side-walls or stanchions of freight wagons.

Fulfilling this Instruction ensures safety of rail traffic, by avoiding interference between vehicles, and between these and the infrastructure.

This Instruction has been drafted in line with gauge standard EN 15273:2013 and complies with the technical specifications for interoperability of infrastructure, rolling stock subsystems and energy of high-speed and conventional trans-European rail systems.





In the Instruction itself, amongst others the following concepts are defined:

- **Gauge:** Reference profile, plus some associated rules for defining the maximum rolling stock construction profile, the cargo profile and the profile outside of which the fixed or temporary structures must be installed.
- **Rolling stock gauge:** kinematic reference profile, plus some rules that define the reductions to apply to said profile. These reductions depend on the geometric characteristics of the rolling stock, the position of the section regarding the axles, the height of the point considered in relation to the running surface, construction clearances, the maximum anticipated wear and suspension elastic characteristics.
- **Structure gauge:** Space around the track, which should not be invaded by any object or obstacle or by vehicles running on adjacent tracks, in order to preserve the safe operation.
- **Load gauge:** Static reference profile plus some rules that define the reductions to apply to said profile. The resulting profile defines the space that neither the cargo nor the stanchions or side-walls of wagons used for cargo must exceed.

The State Official Gazette of 18 February 2023, publishes Order TMA/135/2023, of 15 February which, amongst others, amends Order FOM/1630/2015, of 14 July 14, approving the Railway Gauge Instruction.

In accordance with its fifth final provision, said order TMA/135/2023, will enter into force on 1 July 2023

For any performance analysis involving the definition of railway motorway gauge, understanding as such the definition of gauges of high parts of the railway motorway for the set of rolling stock plus semi-trailer to be used in the Railway Network of General Interest managed by Adif and Adif Alta Velocidad, the provisions of NAG 5-1-0.0 "Rail Highway Gauges" will be satisfied

## 2.3.5. LOADS LIMITS

### LOAD PER AXLE AND LINEAR LOAD

Railway Network of General Interest lines and sections with Iberian gauge owned by Adif are classified, for this purpose, into nine categories, with defining characteristics as shown in the following table, based on the maximum load per axle or per linear meter.

At present most of the lines of the Network owned by Adif are Category D4. However, there may be some specific restrictions affecting certain points and lines.

On meter-gauge lines, maximum axle load is 15.0 t and per linear meter is 8.0 t.

TYPE OF LINE	MAXIMUM LOAD	
	Per Axle	Per Meter
A	16,0 t	5,0 t
B1	18,0 t	5,0 t
B2	18,0 t	6,4 t

TYPE OF LINE	MAXIMUM LOAD	
C2	20,0 t	6,4 t
C3	20,0 t	7,2 t
C4	20,0 t	8,0 t
D2	22,5 t	6,4 t
D3	22,5 t	7,2 t
D4	22,5 t	8,0 t



## MAXIMUM TOWABLE LOAD

RU shall indicate the maximum towable load for every locomotive applying the Technical Specification for Operational and Traffic Management Interoperability in accordance with the information provided by the railway infrastructure manager for every line or section where it is going to run.

In general, the maximum load is determined on the basis of considering two parameters:

- The characteristic worst gradient on the train route.
- The maximum load of the locomotives, depending on the characteristics of afore gradient.

Maximum load represents the load that a locomotive can technically carry if operating in extreme conditions.

The application of the maximum load to trains can result, especially in case of diesel locomotives, in low traffic speeds which may prove to be incompatible with exploitation or with a reasonable use of track capacity. Therefore, regardless of the maximum load established, Adif may set conditions or reject applications that result in unsuitable speeds due to the load given by Applicants for a particular request for Capacity.

## 2.3.6. CHARACTERISTIC LINE GRADIENTS

In the Maps show characteristic line gradients on the rail network most important sections, for both running directions.

## 2.3.7. MAXIMUM SPEED

### Types of Rolling Stock

For speed limits purposes, the rolling stock is classified by Types, in relation to the following determinants:

- The maximum authorized speed for each vehicle.

- Acceleration without compensation admitted by vehicles, according to the following five classes considered:

TYPES	N	A	B	C	D
Acceleration (m/s <sup>2</sup> )	0,65	1	1,2	1,5	1,8

The resulting train type shall correspond to the worst "Type" for any vehicle in the train set

## TABLE OF MAXIMUM SPEED

The "Table of Maximum Speeds and Permanent Information" is the official document outlining the maximum speeds authorized on each line. The main lines of the conventional network with Iberian gauge generally take speeds between 160 and 220 km/h.

Metric gauge lines take speeds between 50 and 100 km/h.

The maps attached to this NS include a summary of a maximum speed regime in every route.

## 2.3.8. MAXIMUM TRAIN LENGTHS

The length of railway stations, as well as other operating conditions, are the basis to determine the maximum length of the trains on different lines. In the document annexed to this NS, the maps with the maximum length of trains accepted for every line, are different for passenger and freight traffic.

Within the framework of the Plan to Promote and Stimulate Freight Transport by Rail, Adif promotes management actions to enable and meet the demand for increased lengths of trains by RUs.

To-day Adif infrastructure allows for trains up to 750 m to run on routes in Barcelona - French Border and Madrid - Valencia.

In order to travel with a length greater than the maximum allowed on a line or section, special length, it is necessary to request express authorization to the Capacity Management Directory reporting to the Directorate of General Traffic and Capacity Management for Regular or Occasional trains and to Traffic Management (H24) for immediate trains.

## 2.3.9. ELECTRIC POWER SUPPLY

Adif Managed Network counts on 6,736.9 km electrified lines, with different gauges, using two different types of voltage:

### Direct Current

In general, a nominal voltage of 3,000 V is used for Conventional Network and 1,500 V for Metric Gauge Network.

## Alternate Current

Catenary supplies 25,000 V power at 50 Hz, normally confined its use to High Speed Network lines.

Electric power is limited to that available depending on the power supplied by the substation network. Adif Owned Network electrified sections, as well as the type of electrification available therein, are included in the documents attached to this NS.

### Composition of pantographs

Currently the network electrified in 3kV direct current is compatible with pantographs provided with both copper or copper alloy rubbers, and carbon rubbers impregnated in copper or copper alloy. However, in order to achieve the efficiency and sustainability targets, from 1 June 2024 only carbon rubbers impregnated with copper or copper alloy (up to a maximum of 40% by weight of the metal additive) will be accepted.

The metric gauge network electrified in 1.5kV direct current is only compatible with pantographs equipped with carbon rubbers impregnated with copper or copper alloy (up to a maximum of 40% by weight of the metal additive).

The grid electrified in 25kV alternating current is only compatible with pantographs equipped with pure carbon rubbers.



## 2.3.10. SAFETY AND SIGNALLING SYSTEMS

Safe installation means the parts, equipment and systems or set of them approved, ground-based and on board of vehicles in order to increase the level of traffic safety.

Safety facilities, include the following:

- Rail signaling
- Interlocking
- Blocking
- Trains protection systems (ERTMS, LZB, EBICAB, ASFA, etc.)
- On board devices of: surveillance (dead man). Speed information, over-temperature detector on running gear and brakes.
- Ancillary detection systems on tracks: Hotbox detectors and jammed brakes; detectors of objects falling to the track; detectors of impact on track; crosswind detectors.
- Protection systems of crosslevels.

Adif owned Network has signaling and blocking systems of various technologies, and there is a tendency to use electronic interlocking (ENCE) with centralized remote control (CTC) at Control Stations and Regulation.



## ■ INTERLOCKING

Interlocking is a set of physical and logical elements, that within the geographical area of a station or traffic unit, it automatically performs orders, monitoring and verification of shunting, detentions, releases and other actions necessary for the proper functioning of all railway signaling elements under their control, as well as ancillary systems which are to be considered case by case, pursuant to the functionality set out in the corresponding Operating Program.

Operations on interlocking can be done locally, from an operator station at an Office of Traffic and remotely from Centralized Traffic Control (CTC) systems.

Depending on the technology used, interlocking systems are classified into:

- Electronic interlocking (ENCE), based on microprocessors.
- Electric interlocking, using relay logics, and depending on the used architecture receive different names: geographic modules, free wiring, etc.
- Mechanical interlocking, which authorizations are based on the ratio of keys and levers, and the transmission of the signals and switch position is generally mechanical.

## ■ TRAIN DETECTION

### Track circuits (CDV)

Track circuit detects the occupation by a railway vehicle, of a certain track section. Every rolling stock entering the area protected by track circuit, it reports occupancy to the interlocking.

When the rail vehicle leaves the area protected by the track circuit, it safely reports to the interlocking that the area is vacant.

The physical configuration of track circuits is defined in the Operating Program of each interlocking.

### Axle counters (CE)

Axle counter locates the train on a particular track section by counting axles that pass through the ends of the section. Interlocking safely receives information of occupancy / vacancy of the track section controlled by the counter.

The definition of the physical configuration of axle counters, as well as for track circuits, is made in the interlocking Exploitation Program.

## ■ BLOCKING

### Automatic Control Block System (BCA)

Safety distance is kept regulating the train speed, never exceeding the speed limit that the driver continuously receives via cab signaling. There are various systems of BCA in Adif Managed Network. The section corresponding to safety systems shows the various systems available.

## Side Signal Block System (BSL)

A safe distance between trains is ensured by signal indications. It is similar to the BA listed below, though specific of high-speed lines.

## Automatic Release Block System (BLA)

This blocking system generally has one-block section between stations, which is protected automatically by signals and axle counter devices.

Depending on the track and signaling conditions, there are several types of Automatic Release Block System, similar to the Automatic Block System, described as follows.

## Automatic Block System (BA)

It generally has intermediate block sections between stations, which are automatically protected by signals. Depending on the signaling and track conditions, there is a Single-Track Automatic Block System (BAU), a double track Automatic Block System (BAD), and an Automatic Pooled Block System (BAB).

## Manual Electric block (BEM)

It consists of electrically connecting the output signals of two collateral stations, through the systems of request and track allocation or track supply represented in the control panel of the stations, to prevent simultaneous access of two trains to the section.

## Telephone Block (BT)

Blocking sections between two open stations is ensured by telephony transmission between Traffic Managers.

Maps annexed to this NS show existing blocking on lines.

# 2.3.11. TRAFFIC CONTROL AND MANAGEMENT SYSTEMS

## Da Vinci

Control and Management Platform that integrates and centralizes subsystems of signalling, electrification, communications, etc. enabling their remote monitoring and communication.

## CRC, Traffic Management Center

Railway infrastructure manager center dedicated to managing and regulating traffic in real time.

## CTC, Centralized Traffic Control

A platform in a central control station centralizes interlocking and blocking of a line or area.

## PRO, Regional Operations Office

Post to control the traffic on a zone of the line if necessary. The second level of line traffic control is considered after CTC, with the same functionality, although limited in its area of operation.

## PLO, Operations Local Office

Post to perform the local control of a determined interlocking that can include one or more stations. The third line traffic control step of a line is considered to be after the PRO.

## PM, Control Office

Specific center of the rail infrastructure manager in charge of managing and regulating traffic on real time.

## 2.3.12. COMMUNICATION SYSTEMS

Train traffic on certain lines may require motor vehicles to be equipped with one of these systems, as indicated in the Capacity Manual.

### Radio telephony

Communication mean between vehicle, station, Control Office and full track staff. It includes, apart from Train-Ground and GSM-R systems, those expressly determined by the Rail Safety State Agency.

### GSM-R (Voice and Data)

It is a development of GSM technology, specific for communication and rail applications, with exclusive frequency bands to avoid any type of interference. As ERTMS subsystem it shall enable European rail interoperability. High speed lines already have GSM-R.

### Train-Ground

Analogue radiotelephone system called Train-Ground that enables individual communications between trains and the Control Centre, which is installed on most Network main lines, in view of a gradual migration towards GSM-R system planned for the entire network. Radiotelephone system is mandatory for train traffic running on a single-agent regime.

### Analogue Radio Telephony System (Mobile Radio Equipment) (ETC EMR)

By Resolution 5/2021, of the Spanish Association of Rail Safety, the "TECHNICAL RUNNING SPECIFICATIONS: ANALOGUE RADIO TELEPHONY SYSTEM (TRAIN-GROUND) [ETC TT], and by resolution 5/2022, of the Spanish Rail Safet Association, of June 2022, the "TECHNICAL RUNNING SPECIFICATIONS: ANALOGUE RADIO TELEPHONY SYSTEM (MOBILE RADIO EQUIPMENT) [ETC EMR]"

This ETC defines the functional and technical requirements of the analogue radio communications equipment (Mobile Radio Equipment), both on board, and on land.

In this sense, the ETC complements and develops the provisions of Book Five of the RCF [L3] (i.e. article 5.1.1.1.) with regard to 'radio telephony systems', defining the basic principles and minimum functional requirements necessary to ensure compatibility between different on-board equipment (Mobile Radio Equipment) and analogue radio telephone network available on the 1,000 mm wide Railway Network of General Interest (RFIG).

## 2.3.13. AUTOMATIC TRAIN CONTROL AND PROTECTION SYSTEMS

Trains running on certain lines may be required to be motor vehicles be equipped with one of the following systems, therefore it will be indicated in the Capacities Manual.

The lines provided with these systems are detailed in the maps attached to this NS.

### ERTMS

Protection system that continuously monitors train speed and governs its running through cab signalling. It complies with European standards on interoperability. Currently in service V 2.3.0d combining two systems: ETCS (European Traffic Control System focused on train protection and signalling), and GSM-R (Global System for Mobile Communications for Railways responsible for communications).

### LZB

Protection system that continuously monitors train speed and governs its running through cab signaling.

### EBICAB

Protection system that continuously monitors train speed upon timely information of fixed signals received through the balises.

Train drivers shall always obey the order of fixed signals and perform in the cab the corresponding operations.

### ASFA, Announcement of Signals and Automatic Braking.

Protection system that monitors train speed upon timely information of fixed signals received through the balises.

Train drivers shall always obey the order of fixed signals and perform in the cab the corresponding operations.

ASFA is installed on all major lines of the General Interest Rail Network owned by Adif. This system in its modern development is called Digital ASFA. The protection provided by ASFA Digital equipment includes the following controls:

- a) speed start control;
- b) maximum train speed;
- c) of speed during approach to a signal;
- d) of speed during approach and to a deviation and



e) of speed during approach to an unprotected railway crossing.

In accordance with Royal Decree 469/2021, of 29 June amending the sole transitory provision of Royal Decree 664/2015, of 17 July, which approves the Railway Traffic Regulation: Section 8 under single transitory provision of Royal Decree 664/2015, of 17 July, is worded as follows:

«8. As of 1 January 2019, on Iberian gauge and European standard lines and on 1 July 2022, on the metric gauge network, train traffic with ASFA analog system shall not be allowed, and the equipment shipped with said system shall be replaced by another with digital ASFA system. As of the dates indicated above for every network, the "Transitional specification 1. Analogue signal announcement and automatic braking system (ASFA)" of the fifth book of Railway Traffic Regulations.

The obligation to have on-board equipment with digital ASFA system shall not apply to historical vehicles performing specific rail services of a cultural nature, or for the conservation and dissemination of historical heritage, referred to in additional provision six, Law 38/2015, of 29 September, Rail Sector Act. In this case, traffic conditions and the provision of equipment and necessary personnel shall be set by means of a specific slogan of the infrastructure manager, as under article 1.2.1.3, Rail Traffic Regulations, after the railway undertaking provides the relevant risk analysis.»

## 2.3.14. RAILROAD HIGHWAYS

Adif is aligned with the "Strategy for Safe, Sustainable and Connected Mobility" of the Ministry of Transport, Mobility and Urban Agenda (MITMA). i.e. Axis 6, Intermodal and Intelligent Logistics Chains that propose – amongst their action line - an effective increase in rail freight transport and - amongst their targets - Railroad Highway services.

These "railroad corridors" and the availability to start running on them shall be made known so that Railway Undertakings, Shippers, Logistics Operators, etc., interested in developing these "Railroad-Highway" services, can assess the requirements to develop their project.

Currently, Madrid - Valencia corridor (gauge 1,668 mm) is available since 2021 for traffic with semi-trailers up to P400 and during 2024, ADIF intends to have Zaragoza - Madrid - Algeciras corridor (1,668 mm) due to traffic for trains with AF 4.2 gauge (with semi-trailers up to P420).

In both corridors, railway undertakings interested in initiating Motorway Transport services shall apply for an Exceptional Transport Authorization (ATE) in accordance with SGSC procedure ADIF-PG-107-003-005-SC-515 "Obtaining authorization for exceptional transport, available for RUs in the General Register of Regulatory Documents, RGD , RGD, to rule out possible interference with the infrastructure and with the corresponding accreditation to be able to run under the conditions defined therein.

## 2.3.15. PROTECTION AND SAFETY

The mission of Adif Safety and Security a Department is to lead, coordinate and organize the actions of human and technical resources in order to safeguard resources of the company, security of persons and goods, as well as to direct civil protection policy and monitor compliance therewith.

Management of safety and security develops from Safety and Security Centers (CPS), which are geographically distributed and respond and manage immediately, alerts and alarms within their scope, activates necessary resources for processing and collects and transmits necessary information for a comprehensive management. Territorial CPS are coordinated by the Center for Self-Defense and Security (CASH24) integrated into the H24 Network Management Centre.

The General Interest Rail network managed by Adif has Self-Protection Plans for Infrastructures, as determined under Annex I to the Basic Self-Protection Standards

for centers, facilities and premises with activities that could give rise to emergency situations, as approved by Royal Decree 393 / 2007, on 23 March, where efficiency maintenance is periodically performed, by inspecting facilities, drills, documentation reviews and auditing the entire self-protection system. These Self-Protection Plans are registered in Autonomous Communities with power to govern civil protection.

These infrastructures are as follows:

- Railway tunnels with a length equal to or over 1,000.
- Parking areas to transport dangerous goods by road and rail.

Adif has a Master Emergency Actions Plan (PDAE) that provides an overall performance criteria in case of emergency.

## 2.4. Traffic Restrictions

### 2.4.1. SPECIALIZED INFRASTRUCTURES

On Adif owned Network, there are currently no lines indicated as special to provide certain service types.

Given adequate alternative lines, the rail infrastructure manager, after consulting with the interested parties, may declare a specific railway infrastructure to be special to provide certain types of services.

Specialization of a railway infrastructure will not prevent its use to provide other services if there is capacity and the rolling stock meets the technical characteristics necessary to use the infrastructure.

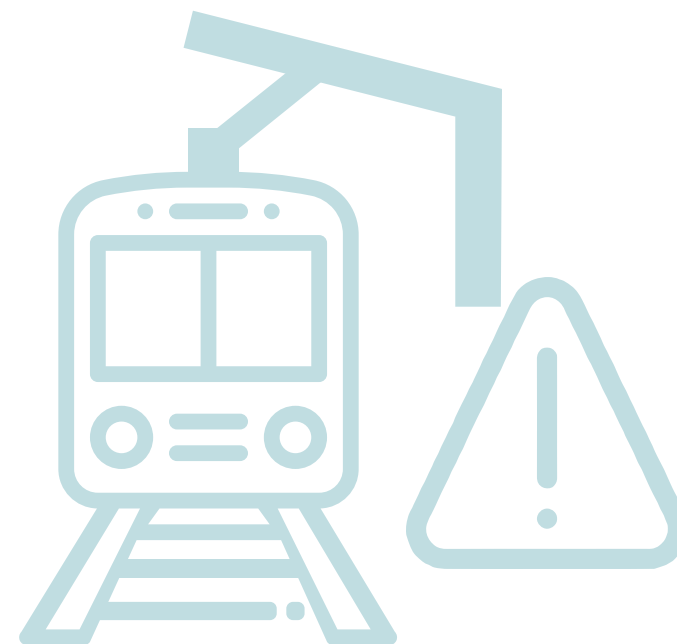
Special railway infrastructures will be included in the network statement.

There are, however, certain lines more dedicated to passenger traffic whereon traffic may be restricted for some traffic types, and this restriction shall only have an effect on the priority assignment of capacities for determined traffic, requiring maximum times to run on sections of certain lines or train traffic standards.

### 2.4.2. ENVIRONMENTAL STANDARDS

Rail infrastructure manager and RUs shall comply with the provisions of Royal Decree-Law 11/2005 of 22 July, on the approval of urgent measures on forest fires.

The measures of the railway infrastructure manager aimed at preventing fire risk in forests are set in the Fire Prevention Plan on Tracks and its surroundings nationwide. This plan, drawn up in accordance with fire prevention standards, defines the responsibilities and actions to be developed by every actor participating in railway operation, and is annually reviewed and updated.



Network Management Center H24 of Adif coordinates RUs and the areas of infrastructure maintenance and traffic management to minimize the possibility of fire. In case of extreme weather risk (high temperatures and low humidity air) traffic of certain transport and trains on certain routes may be restricted.

Moreover, in case of accident or incident involving risk of affecting the soil and/or water by discharge of pollutants, the rail infrastructure manager, as owner of the land affected, shall communicate to the competent public authorities the fact and act according to their requirements and current legislation on contaminated soil, and can take the necessary measures regarding restrictions of train traffic. RUs shall be obliged to cooperate with the rail infrastructure manager to the extent they are concerned (either as cause of the accident and/or as carriers of the pollutant) to restore the initial situation.

As regards noise pollution, basic state legislation arises from Directive 2002/49/EC on Assessment and Management of Environmental Noise, which basic provisions were incorporated into Law 37/2003 of 17 November on Noise. This Law and the Royal Decree that partially implements it, 1513/2005, of 16 December, require the preparation of strategic noise maps and related action plans for major railway axes, defined as those railway sections that exceed 30,000 train traffic/year.

Later Royal Decree 1367/2007, of 19 October, completed the development of the Act, establishing methods and indexes for assessment of environmental noise, acoustic quality objectives for diversity of soil use and emission limit values for new infrastructure.

Moreover, the European Railway Agency (EUAR) establishes the Technical Specifications for Interoperability (TSI), which are the three requirements for every rail subsystem to enter the interoperable European network, amongst the Technical Specification is that of noise (TSI-NOISE), which provides -inter alia- the noise limit values for units stabled and their commissioning, their passing noise and cabin noise.

## 2.4.3. TRANSPORT OF DANGEROUS GOODS

Transport of dangerous goods on Adif owned Network is governed by Regulation concerning International Transport of Dangerous Goods by Rail, RID, valid at all times, as well as Royal Decree 412/2001, of 20 April, in which Article 4 reflects the general rules of circulation.

Major traffic restrictions covered are as follows:

- Prohibition to run on lines that pass through towns when there are alternatives to bypass these.
- In general stabling at inhabited stations shall not be planned.
- In general, detentions in tunnels over 100 meters long shall not be planned.

In case of failure, the rail infrastructure manager may adopt appropriate measures for traffic or stabling of trains.

Traffic of dangerous goods on some sections will require that Adif specifically assess the risks associated with this type of transport in compliance with applicable regulations, specifically:

- Deviation from conventional line Zamora-A Coruña line around Km 112 to cross it at different levels with Madrid-Galicia high-speed line. L-822 Zamora-A Coruña PPKK 110 + 800 - 112 + 395 ", of 17 August 2018.

Regarding Service Facilities, the Catalogue of Service Facilities Descriptive Files, incorporated as an annex to this NS, indicates whether the facility has the means to admit dangerous goods.

The general regulations affecting this type of transport can be consulted on the following website:

[https://www.seguridadferroviaria.es/normativa/normativa-nacional/normativa-en-materia-de-mercancias-peligrosas\\_y](https://www.seguridadferroviaria.es/normativa/normativa-nacional/normativa-en-materia-de-mercancias-peligrosas_y)

<https://www.seguridadferroviaria.es/normativa/normativa-europea/normativa-relativa-a-mercancias-peligrosas>

## 2.4.4. RESTRICTIONS IN TUNNELS

Restrictions on traffic in tunnels can come given for various reasons of a different nature, among others, the following:

- Dangerous Goods.
- Transport of swap bodies, non-movable bodies, semi-trailers and containers.
- Detectors of falling objects.
- 5 km long trains running in tunnels.

In tunnels with a length of 20,000 meters or more, to tow freight trains or trains with dangerous goods, locomotives shall be equipped similar to Category B passenger rolling stock; in terms of capacity of the train to run to an evacuation and rescue point, and they will also be equipped with a self-rescue device for the driver and other people on board.

For these cases and others that could mean some traffic restriction in tunnels, Adif publishes the corresponding regulations governing the restrictions applicable to every case, in the information train traffic, ICL, which is available for the RUs in the General Registry of Regulatory Documents, RGD.

## 2.4.5. RESTRICTIONS IN BRIDGES/VIADUCTS

The traffic restrictions on bridges and viaducts are usually related to the categories of the lines according to the maximum permissible mass per axis and linear meter.

For these cases and others that could impose some traffic restriction in tunnels, Adif publishes the corresponding regulations that govern the restrictions applicable to every case, in the information train traffic, ICL, which is available for RUs in the General Register of Regulatory Documents, RGD . See section 2.3.5 Load limit.



## 2.5. Infrastructure Availability

Actual opening and closing periods of stations shall be available in the so-called Train Document where applicable.

Despite the general tendency to remotely control Adif owned Network main lines through CTC, there are still some parts that are open to traffic all day long, as well as some intermittent service stations "AC".

The railway infrastructure is also entrusted with ongoing conservation efforts and investment in lines they own, whether through maintenance of infrastructures in service, or carrying out works to improve and expand their network.

During these jobs there may be unavoidable traffic restrictions. Should these works irretrievably affect rail traffic, Adif will endeavour to produce the least possible disturbances and will promote infrastructure improvements that will result in better services by Adif. See section 4.3 Capacity Allocation for Maintenance, renewal and improvements in Adif Owned Network, as under chapter 4 hereunder.

In accordance with Commission Delegated Decision (EU) 2017/2075 of 4 September, 2017, which replaces Annex VII to the European Parliament and Council Directive 2012/34/EU that establishes a single European railway space - annexed to this Network Statement - includes the catalogue with capacity restrictions in the General Interest Railway Network, as available on:

<https://www.adif.es/sobre-adif/conoce-adif/declaracion-sobre-la-red>

This document will be updated periodically with the information of the TOC sessions, which are the ones that define and agree on the programming of actions and works in the infrastructure.

## 2.6. Infrastructure Development

The Ministry of Transport, Housing and Urban Agenda, by Order TMA/1338/2022, of 23 December, has approved the indicative strategy to develop, maintain and renew the railway infrastructure for 2021-2026 period, which full content is available on the following e-site:

<https://www.mitma.gob.es/ministerio/proyectos-singulares/prtr/transporte/estrategia-indicativa-ferroviaria>

Upon publishing the indicative strategy, the general infrastructure managers, essentially ADIF and ADIF Alta Velocidad, shall be liable for implementing it through activity programs.

### 2.6.1. PLANNED ACTIVITIES

List of the most significant actions and project drafting on the approval date of the network statement:

- \* Mediterranean Corridor: Castellbisbal-Vilaseca.

Year 2022: Works in progress

Year 2023: Works in progress

- \* Mediterranean Corridor: Valencia Font Sant Lluís-Almussafes

Year 2022: Works in progress

Year 2023: Works in progress

- \* Mediterranean Corridor: Font de Sant Lluís station

Year 2022: Works in progress

Year 2023: Works in progress

- \* Mediterranean Corridor: La Encina – Branching Alicante. Third rail.

Year 2022: Project drafting

Year 2023: Tender for works

- \* Mediterranean Corridor. Implementation of ERTMS N1 train protection system: Valencia – Castellon – Vandellos.

Year 2022: Works in progress

Year 2023: Works in progress

- \* Renewal of track, catenary and safety facilities (Iberian gauge).

Section: Xativa – L'Alcudia.

Year 2022: Works in progress / Commissioning file

Year 2023: Dossier commissioning / ERTMS test phase

- \* Xativa – L'Alcudia, Moixent Nudo de la Encina Assembly of track and electrification and safety and communication' facilities, new Iberian gauge track of single track.

Year 2022: Works in progress / Commissioning dossier

Year 2023: Commissioning dossier /ERTMS test phase

- \* Rail access to Port of Sagunto.

Year 2022: Works in progress

Year 2023: Works in Progress/Commissioning File

- \* New Southern rail access to Castellón port. Section I (0+000 – 4+698)

Year 2022: Tender for works

Year 2023: Works in progress

- \* Commuter Plan. Road renewal. Route: Xativa-Alcoi.

Year 2022: Project drafting

Year 2023: Tender for works

- \* Commuter Plan. Comprehensive renewal of the line on Buñol-Utiel section. Platform and track.

Year 2022: Project drafting

Year 2023: Tender for works

- \* Commuter Plan. Renewal of track and catenary Silla Cullera. Gandia-Silla line.

Year 2022: Works in progress

Year 2023: Works in progress

- \* Cantabrian Mediterranean Corridor. Line: Zaragoza-Teruel-Sagunto. Adaptation of the route and infrastructures of Sagunto-Teruel section and singular actions on Teruel-Zaragoza section to promote freight traffic.

Year 2022: Works in progress

Year 2023: Works in progress

- \* Cantabrian Mediterranean Corridor. Zaragoza-Teruel- Sagunto Line.

Electrification of Zaragoza – Teruel section. Adaptation of gauges in tunnels and overpasses

Year 2022: Project drafting

Year 2023: Tender for works

- \* Cantabrian Mediterranean Corridor. Zaragoza-Teruel- Sagunto Line. Electrification of Zaragoza – Teruel section. Overhead contact line

Year 2022: Works in progress

Year 2023: Works in progress

- \* Cantabrian Mediterranean Corridor: Zaragoza-Teruel- Sagunto Line. Electrification of Teruel – Sagunto section. Overhead contact line

Year 2022: Environmental study / processing phase

Year 2023: Drafting of projects / Tender for works

- \* Cantabrian Mediterranean Corridor. Zaragoza-Teruel- Sagunto Line. Electrification of Zaragoza – Teruel section. Construction of substations.

Year 2022: Tender for works

Year 2023: Works in progress

- \* Cantabrian Mediterranean Corridor: Zaragoza-Teruel- Sagunto Line. Electrification of Teruel – Sagunto section. Construction of substations

Year 2022: Environmental processing

Year 2023: Drafting of projects / tender for works

NOTE: Affection for an environmental processing of the overhead contact line and connecting lines

- \* Track duplicity between Astillero and Orejo

Year 2022: Tender for work/works in progress

Year 2023: Works in progress

- \* Line 160: Palencia Santander. Extension of siding to 1,300 m at Osorno station

Year 2022: Works in progress.

Year 2023: In service

- \* Line 780: Santander-Bilbao-La Concordia. Electrification of the section: Karrantza - Aranguren

Year 2022: Tender of works / works in progress

Year 2023: Works in progress

- \* Line 100: Madrid-Chamartin-Clara Campoamor- P.K. 641.181 (Border). Extension of the useful length of tracks at the station of Lezo-Renteria

Year 2022: Works in progress

Year 2023: Works in progress / in service

- \* Line 700: Prieto-Casetas Abando Ind. Intermodal Adaptation of Orduña station for trains of 750 meters.

Year 2022: Project Drafting.

Year 2023: Works in progress

- \* Line 160: Palencia Santander. Duplication of Via Torrelavega Santander (1st phase from Muriedas to Santander) and other actions between Guarnizo and Muriedas

Year 2022: Works in progress

Year 2023: Works in progress

- \* Line 160: Palencia Santander. Construction project to adapt the station of Espinosa el Caballo for stabling and siding trains - 750 meters long

Year 2022: Works in progress / in service.

Year 2023: In service

- \* Line 160: Palencia Santander. Duplication of Via Torrelavega Santander (Renedo to Guarnizo phase and other actions)

Year 2022: Tender for works

Year 2023: Works in progress

- \* Line 770: Santander-Oviedo. Construction project to standardize and modernize blockings and new interlockings between Cabezón de la Sal and Torrelavega Downtown

Year 2022: Tender for works

Year 2023: Works in progress

- \* Atocha station. Reconfiguration of tracks in Commuter system.

Year 2022: Tender for works/works in progress

Year 2023: Works in progress

- \* Chamartín Station. Remodelling platforms with Iberian gauge.

Year 2022: Works in progress

Year 2023: Works in progress

- \* Section capacity increase: Nudo Pinar de las Rozas- Station of Las Matas.

Year 2022: Tender for works

Year 2023: Tender for works / works in progress

- \* Extension of Commuter Network from Madrid to Soto del Real.

Year 2022: Tender for works/works in progress

Year 2023: Works in progress

- \* Implementation of the train protection system ERTMS N2. Commuter

Madrid Section: Aranjuez – Villalba.

Year 2022: Works in progress

Year 2023: Works in progress/ testing phase

- \* Renewing the freight railway terminal in Madrid – Vicálvaro

Year 2022: Works in progress

Year 2023: Works in progress

- \* Sevilla-Huelva line. Extension of the useful track length to 750 m away from Salteras siding, infrastructure, track and electrification.

Year 2022: Tender for works

Year 2023: Works in progress

- \* Sevilla-Huelva line. Extension of the useful track length to 750 m away from Salteras siding. Signalling and communications

Year 2022: Tender for works

Year 2023: Works in progress

- \* Sevilla-Huelva line. Project to extend the construction 750 m away from the siding of Escacena station

Year 2022: Drafting of Project

Year 2023: Tender for works

- \* Bobadilla – Algeciras line. Works to extend the useful length 750 m. away from the sidings of Campillos and Setenil on Bobadilla-Ronda section.

Year 2022: Tender for works

Year 2023: Works in progress

- \* Bobadilla – Algeciras line. Electrification of Bobadilla-Ronda section.

Year 2022: Study phase

Year 2023: Environmental Processing/Project Writing

- \* Bobadilla – Algeciras line. Signalling and telecommunications facilities to supress the telephone blocking in Bobadilla - Ronda line.

Year 2022: Tender for works

Year 2023: Works in progress

- \* Bobadilla-Algeciras line. Comprehensive action on the shunting yard and platforms of Jimena de la Frontera and replacing overpasses by gauges for a future electrification.

Year 2022: Tender for works

Year 2023: Works in progress

- \* Merida-Puertollano line. Track renewal works on Ciudad Real-Badajoz line. Section Brazatortas - Guadalmez.

Year 2022: Start of works

Year 2023: Works in progress





- \* Zafra-Huelva/ Mérida-Los Rosales line. Zafra-Los Rosales Phone Block Suppression

Year 2022: Tender for works

Year 2023: Works in progress

- \* Zafra-Huelva/ Mérida-Los Rosales line. Execution of a construction project to suppress the telephone blocking between Zafra-Huelva Merceos and Zafra-Llano de la Granja

Year 2022: Tender for works

Year 2023: Works in progress

- \* Branching Line Utrera- Fuente de Piedra. Installation of automatic release blocking on single track (BLAU) with CTC in the section El Arahál - Fuente Piedra.

Year 2022: Works in progress

Year 2023: Works in progress

- \* Utrera - Fuente de Piedra line branching. Execution works of a construction project to replace type A deviations by type P, at Marchena, Osuna and Pedrera stations.

Year 2022: Tender for works

Year 2023: Works in progress

- \* Zafra-Huelva line. Construction project to renew Zafra-Huelva tracks.

Section: Valdelamusa-Huelva.

Year 2022: Works in progress

Year 2023: Commissioning file

- \* Zafra-Huelva line. Project works for a comprehensive renewal of infrastructure and tracks. Section: Calanas-Peguerillas.

Year 2022: Tender for works

Year 2023: Works in progress

- \* Zafra-Huelva line. Comprehensive renewal of infrastructure and tracks. Section: Peguerillas – Huelva (loading).

Year 2022: Works in progress

Year 2023: Commissioning file



- \* Replacement of type "A" deviation by type "P" at the southern edge of Santa Justa station.

Year 2022: Draft Project

Year 2023: Tender for works

- \* New railway access to the port of Seville

Year 2022: Tender for works / works in progress

Year 2023: Works in progress

- \* Rail access to the port of Bajos de la Cabezuela (Cádiz)

Year 2022: Works in progress

Year 2023: Works in progress / Testing phase / Commissioning file

- \* Branch connection Águilas (Murcia-Almería).

Year 2022: Drafting of Project

Year 2023: Tender for works

- \* Access to the New Terminal of Barcelona Airport. Rodalies de Barcelona. Phase II.

Year 2022: Works in progress

Year 2023: Works in progress

- \* Integration of the conventional railway in Montcada i Reixac and Vallbona town.

Year 2022: Tender Works

Year 2023: Tender for works/works in progress

- \* Implementation of the conventional railway in Sant Feliu de Llobregat.

Year 2022: Works in progress

Year 2023: Works in progress

- \* Standard gauge connection to the Mediterranean Corridor of the logistics platform at La Llagosta (Barcelona). Platform, track and electrification

Year 2022: Tender for works/works in progress

Year 2023: Works in progress

- \* Track duplicity on line R3 between Parets Vallés and La Garriga.

Year 2022: Works in progress

Year 2023: Works in progress

- \* Renewal of the railway infrastructure of Calle 4 in the industrial area in Zona Franca, Barcelona.

Year 2022: Tender process / Works in progress

Year 2023: Works in progress

- \* Adaptation of Can Tunis station, platform, track and electrification.

Year 2022: Tender process / Works in progress

Year 2023: Works in progress

- \* Implementation of the train protection system ERTMS N2. Rodalies de Barcelona. Section: Manresa – Barcelona – San Vicent de Calders

Year 2022: Works in progress

Year 2023: Works in progress/testing phase/commissioning dossier

- \* Implementation of ERTMS N2 train protection system. Rodalies de Barcelona. Section: Hospitalet - Port Aventura

Year 2022: Works in progress

Year 2023: Works in progress

- \* Implementation of ERTMS N2 train protection system. Rodalies de Barcelona section: Mollet branching – Can Tunis

Year 2022: Drafting of project/works in progress

Year 2023: Works in progress

- \* Integration of Pla de Vilanova Station in Lleida Pirineus Interlocking and BLAU installation between Bell-Lloc and Lleida Pirineus.

Year 2022: Works in progress

Year 2023: In service

- \* Execution works of the construction project to improve Huesca-Canfranc line. Canfranc- Canfranc (L-204) branching line. Section: Plasencia del Monte – Ayerbe.

Year 2022: Tender for works / works in progress

Year 2023: Works in progress / in service

- \* Execution works of the construction project to improve Huesca-Canfranc line. Canfranc- Canfranc (L-204) branching line. Section: Ayerbe - Caldearenas.

Year 2022: Tender for works

Year 2023: Works in progress

Execution works of the construction project to improve Huesca-Canfranc line. Canfranc- Canfranc (L-204) branching line. Section: Jaca- Canfranc.

Year 2022: Tender for works

Year 2023: Works in progress

- \* Execution works of the construction project to improve Huesca-Canfranc line. Canfranc- Canfranc (L-204) branching line. Signalling and telecommunications facilities of Ayerbe-Canfranc Section

Year 2022: Project Drafting

Year 2023: Tender for works

- \* Works of construction project to provide BAU and a solution for the impact of 25 kVAC electrification in Zaragoza-Teruel-Sagunto line. Teruel-Caminreal Section branching.

Year 2022: Tender/Works in Progress

Year 2023: Works in progress

- \* Drafting of construction project and execution of installation works for the two-way Automatic Blocking (B.A.B.) at Figueres-Portbou section

Year 2022: Tender for works

Year 2023: Works in progress

- \* Construction project of blocking centralization Reus - Mora la Nova.

Year 2022: Works in progress

Year 2023: In service

- \* Drafting of construction project and execution of the installation works of new electronic interlocking and replacement of track circuits at Montcada branching station.

Year 2022: Works in progress

Year 2023: Works in progress

- \* Execution of the installation project of an electronic interlocking in Caldes de Malavella with centralized traffic control (CTC) and the two-way automatic blocking with collateral stations. Barcelona to Portbou Line.

Year 2022: Works in progress

Year 2023: Works in progress

- \* Comprehensive renewal project of Figueres-Portbou overhead contact line on Barcelona – France line. Section: Figueres – Portbou, (Girona)

Year 2022: Tender for works/works

Year 2023: Works in progress

- \* Works for the construction project of Portbou new electric traction substation

Year 2022: Tender for works

Year 2023: Works in progress

- \* Drafting of construction project and installation of the two-way automatic blocking in Ariza-Calatayud section. Madrid-Barcelona line.

Year 2022: Tender for works

Year 2023: Tender for Works / Project Drafting

- \* Drafting of a construction project and execution of the signalling works of Grañén-Monzón Río Cinca section.

Year 2022: Tender for works

Year 2023: Works in progress

- \* Renewal and electrification of Orense-Monforte-Lugo axis.

Year 2022: Tender for works/works in progress

Year 2023: Works in progress

- \* Implementation of ERTMS N1 train protection system. Atlantic Axis.

Year 2022: In service

- \* Renewal and adaptation of safety facilities and extension works on sidings and As Gándaras station. Section Redondela – Guillarei – Tui.

Year 2022: Works in progress

Year 2023: Works in progress/ Commissioning

- \* Renewal and electrification of Orense – Vigo axis.

Year 2022: Drafting of projects / Tender for works

Year 2023: Tender for works/works in progress

- \* Project, works and maintenance of GSM-R mobile communications system Plasencia – Cáceres – Mérida - Badajoz

Year 2022: In service

- \* Project, works and maintenance of GSM-R Leon – La Robla mobile communications system

Year 2022: Works in progress

Year 2023: In service

- \* Project, works and maintenance of GSM-R L'Hospitalet – Mataró mobile communications system

Year 2022: In service

- \* Project, works and maintenance of GSM-R mobile communications system Granada Station - Gauge Changer

Year 2022: Works in progress

Year 2023: In service.

- \* Project, works and maintenance of GSM-R Plasencia mobile communications system – Casar de Cáceres

Year 2022: Works in progress

Year 2023: In service.

- \* Project, works and maintenance of GSM-R mobile communications system Aranjuez – Atocha – Chamartín - Villalba

Year 2022: Works in progress

Year 2023: In service

- \* Project, works and maintenance of GSM-R mobile communications system Bobadilla - Ronda

Year 2022: Works in progress

Year 2023: Works in progress

Year 2024: In service

- \* Project, works and maintenance of GSM-R Buñol - Utiel mobile communications system

Year 2022: Works in progress

Year 2023: In service

- \* Project, works and maintenance of GSM-R L' Hospitalet mobile communications system – Port Aventura/Manresa – Sants – Vilanova – Sant Vicenç de Calders

Year 2022: Works in progress

Year 2023: Works in progress

- \* Project, works and maintenance of GSM-R mobile communications system Torralba - Soria

Year 2022: Works in progress

Year 2023: In service

- \* Project, works and maintenance of GSM-R Burgos – Aranda de Duero mobile communications system

Year 2022: Works in progress

Year 2023: In service

- \* Project, works and maintenance of GSM-R Zafra – Los Rosales mobile communications system

Year 2022: Tender for works / works in progress

Year 2023: Works in progress

- \* Project, works and maintenance of GSM-R Zafra - Huelva mobile communications system

Year 2022: Tender for works / works in progress

Year 2023: Works in progress



- \* Project, works and maintenance of GSM-R Zafra- Llano de la Granja mobile communications system

Year 2022: Assignment of works / works in progress

Year 2023: Works in progress

- \* Project, works and maintenance of GSM-R mobile communications system Manresa - Lleida

Year 2022: Works in progress.

Year 2023: In service.

- \* Project, works and maintenance of GSM-R branching mobile communications system. Utrera – Stone fountain

Year 2022: Tender for works /works in progress

Year 2023: In service

- \* Project, works and maintenance of GSM-R mobile communications system Ávila - Salamanca

Year 2022: Works in progress

Year 2023: Works in progress

- \* Project, works and maintenance of GSM-R Brazatortas mobile communications system – Almorchón – Villanueva de la Serena

Year 2022: Tender for Works

Year 2023: Works in progress

- \* Project, works and maintenance of GSM-R Cotos- Cercedilla mobile communications system

Year 2022: Project drafting

Year 2023: Works in progress

- \* Project, works and maintenance of GSM-R Xativa - Alcoi mobile communications system

Year 2022: Project drafting

Year 2023: Works in progress

- \* Design, construction and maintenance of GSM-R mobile communications system in metric gauge lines (RAM)

Year 2022: Project drafting

Year 2023: Works in progress

- \* Project, works and maintenance of mobile communications system GSM-R Móstoles – Atocha - Humanes

Year 2022: Project drafting

Year 2023: Works in progress

- \* Project, work and maintenance of GSM-R mobile communications system Mollet – Castellbisbal – Can Tunis

Year 2022: Project drafting

Year 2023: Works in progress

- \* Project, works and maintenance of GSM-R Chamartín mobile communications system – Airport T4

Year 2022: Project drafting

Year 2023: Works in progress

- \* Railway tunnelling in Langreo. Asturias Network Metric Gauge

Year 2022: Works in progress

Year 2023: Works in progress

- \* Track renewal in Via Colloto – Infiesto (Asturias). Metric Gauge Network in Asturias.

Year 2022: Tender for works

Year 2023: Works in progress

- \* Track renewal in Gijón – Laviana. Metric Gauge Network in Asturias.

Year 2022: Works in progress

Year 2023: Works in progress

- \* Suppression Ferrol- Ortigueira telephone blocking. Metric Gauge Network in Galicia.

Year 2022: Works in progress

Year 2023: Works in progress/commissioning.

To consult the set of actions to be defined visit the following link:

<https://www.mitma.gob.es/ferrocarriles/estudios-en-tramite/estudios-y-proyectos-en-tramite>

## 2.6.2. UPDATE OF ADIF OWNED GENERAL INTEREST RAIL NETWORK ASSETS

Since publication of the previous edition of the Network Statement, the most important developments to modernize the Network owned by Adif, are as follows:

### CONNECTION OF ADIF RFIG WITH THE TRAIN-TRAM IN BAHÍA DE CÁDIZ:

On line 400, Alcázar de San Juan – Cádiz, Río Arillo is in service as from 26/10/2022, (owned by the Andalusian Autonomous Community) connecting the commercial stop and the interoperability between the train-tram of Bahía de Cádiz (Trambahía) and Adif network. In Río Arillo, the metropolitan tram from the towns of Chiclana and San Fernando, accesses line 400 to access the rest of the route (10.456 km.), to and from Cadiz."

### CHANGES TO TRAFFIC SAFETY SYSTEMS AND TRAFFIC MANAGEMENT

Line 310, Aranjuez – Valecia la Font de Sant Lluís, as from 04/03/2023 Tarancon – Utiel route (205.656 kms.) is closed, and there is a decrease of 205.656 kms. single track unelectrified and 55.112 kms. of Train-Ground communication system in the intermediate section Huete – Cuenca.

Line 172, Madrid Chamartin – Madrid Chamartin Clara Campoamor (0.691 kms.) changer, since Madrid Chamartin changer is out of order and the line is therefore closed, with a decrease of 0.691 kms. of single-track automatic blocking system with centralized traffic control (BAU with CTC), ASFA and Train-Ground telecommunication system.

### NEW SECTIONS IN SERVICE

There is no activity.

### MODIFIED SECTION

320 line is defined between Chinchilla de Montearagón Switch Km. 298.4 and Murcia del Carmen (146,213 kms.), it was previously defined up to Cartagena.

Line 240, Sant Vicenç de Calders – L'Hospitalet de Llobregat, from 20/08/2022, between Martorell and Castellbisbal. The new rail branch of Costablanca is in service and it means the recovery and rehabilitation of an old route of 1.856 km that includes a tunnel of 810 m. The use of this branch enables adaptation works to the current double track running in parallel, so that it can be used in the future by trains with standard gauge.

### SECTIONS OUT OF SERVICE

Line 884, Branching. El Bolon – Zamora gauge changer (0.200 kms.), because Zamora gauge changer is out of service.

Line 310, Aranjuez – Valencia La Font de Sant Lluís, is closed from 04/03/2023, Tarancon – Utiel route (205.656 kms.) In accordance with 23 February 2023 resolution of the Directorate General for Planning and Assessment of the Railway Network, which publishes the agreement reached by the Council of Ministers on 21 February 2023.

Line 172, Madrid Chamartin – Madrid Chamartin Clara Campoamor changer (0.691 kms.), since Madrid Chamartin changer is out of order.

## OTHERS:

Line 820, Zamora Switch Km. 233'0 - Medina del Campo. The definition of this line is modified. Switch Zamora Km. 233'0 was formerly called Branching. Peña Trevinca. Creation of C.R.C. Multinetwork of Santander (Traffic Regulation Center) unifying Santander C.R.C. and Santander metric gauge. The C.R.C. multired jointly manages 107.4 kms. of Iberian gauge, and 157.4 of metric gauge within its scope

Line 102, Bifurcation Aranda to Madrid-Chamartín, route from Aranda de Duero-Montecillo (Km. 184.600) to Manzanares-Soto el Real (Km. 36.345), line where traffic of trains in commercial service is cancelled.

Line 322, Águilas to Murcia Freight, traffic is cancelled during works for the future high-speed line Murcia - Almería.

Line 300, Madrid Chamartin Clara Campoamor – València Estacio del Nord, includes the route owned by Adif Alta Velocidad between km. 5.900 (next to La Encina hub) and Xativa Switch Km. 47.0 (41.138 kms.), this route will soon be available as a platform to develop and construct the high-speed network in Valencia – La Encina section. The availability for works on this platform requires that line 300 continues using again an unused conventional network deviation with an infrastructure that will be in service after its renewal and shall connect Encina hub with Moixent and will further continue to Xativa on 340 Moixent - Xativa-Switch Km. 47 ,0 with a layout to be implemented in line 300

Line 310, Aranjuez to Valencia-La Font de Sant Luis:

- The business passenger transport services are currently cancelled; and from Aranjuez to Tarancón the business freight transport services continue.

### Sections provisionally without service:

From Tocón branching to La Chana branching and

From Riofrío branching to Antequera switch Km. 50.4.



# 3

## ACCESS CONDITIONS

3.1. Introduction

3.2. General Access Requirements

3.3. Agreements

3.4. Specific Access Requirements



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# 3.1. Introduction

This chapter describes the terms and conditions related to railway infrastructure access managed by the rail infrastructure manager.

These terms and conditions also apply to international rail freight transport corridors sections in the railway infrastructure managed by the railway infrastructure manager.

# 3.2. General Access Requirements

In accordance with Rail Sector Act, articles 49 and 66, RUs - holding a Safety Certificate and sole license issued by the State Rail Safety Agency or the European Union Rail Agency - may access the General Interest Rail Network managed by Adif if they satisfy the terms required, in accordance with RD 929/2020, article 21 of 27 October.

RUs are entities holders of a Rail Undertaking License, with the main purpose of providing freight or passenger rail transport services under the terms set in Rail Sector Act. RUs shall, in any case, provide traction. RUs exclusively provide traction (Art. 48 de LSF y Art. 58, 1º y 2º RSF).

Entities dedicated to maintaining and repairing railway infrastructure or railway rolling stock will not require a railway undertaking license, but a safety certificate, provided that they only transport stock, equipment or items necessary for their activity, including on-track testing of said stock. Nevertheless, they shall be bound by applicable safety and traffic standards (Rail Sector Act, art. 49.1).

RUs and other Applicants that intend to operate on Railway infrastructure manager managed Network shall be registered in the Special Railway Register ((Art. 61 LSF and Art. 129 del RSF), dependent on the State Railway Safety Agency. They must also have the corresponding Contingency Plan, approved by the Ministerio de Transportes, Movilidad y Agenda Urbana

Delegated Regulation (EU) 2018/762 of the Commission, of 8 March 2018, setting the common safety methods complying with the requirements of the safety management system, in accordance with Directive (EU) 2016/798 of the European Parliament and the Council, section 5.5, Managing emergency situations, and section 5.5.7:

*The organization will coordinate emergency plans with every Railway Undertaking operating on the entity's infrastructures, with the emergency services, to enable a quick and joint intervention with all parties involved in an emergency situation.*

Therefore, every Railway Undertaking, with a license, safety certificate and allocated capacity shall sign with Adif's Safety and Self-protection Department, a Coordination Protocol on self-protection and safety, before providing business services.

Railway infrastructure managers, in accordance with standards and in order to protect their legitimate expectations regarding revenue and a future use of the infrastructure they manage, may impose requirements on Applicants, provided that these are adequate, transparent and non-discriminatory.

These requirements shall be specified in the network statement and shall exclusively refer to the suitability to submit tenders to obtain infrastructure capacity and to provide economic guarantees, which may not exceed an adequate maximum, proportional to the level of activity foreseen by the Applicant.

## 3.2.1. REQUIREMENTS TO REQUEST ALLOCATION OF INFRASTRUCTURE CAPACITY AND CAPACITY AT SERVICE FACILITIES

### 3.2.1.1. INFRASTRUCTURE CAPACITY ALLOCATION

First, Rus that access the General Interest Rail network managed by Railway infrastructure manager, shall comply with Rail Sector Act and its developing regulations.

A relevant requirement for these is to hold the following:

- RU License.
- Single Safety Certificate.
- Allocation of the necessary infrastructure capacity.
- Contingency Plan

On the other hand, they shall have the right to submit requests for infrastructure capacity in accordance with Law and Rail Sector Regulations:

1. Railway undertakings and international business groups of said Railway Undertakings.
2. Public administrations with powers in rail transportation and with a public service interest in capacity acquisition, and the consignees, shippers and those transport companies and transport operators, which are no considered railway undertakings but have a commercial interest in capacity acquisition, may also request infrastructure capacity in the form and with the requirements provided for in the regulations. In these cases, applicants shall assign a railway undertaking in order to use infrastructure capacity, and shall communicate it to the infrastructure manager.

The right to use infrastructure capacity shall be assigned by the Rail Infrastructure Manager and, once assigned to an applicant, it may not be further assigned to another company. The use of capacity by a railway undertaking operating on behalf of a capacity grantee applicant other than a RU shall not be considered to be an award. In any case, any legal business with allocated infrastructure capacity is forbidden (Article 38 of Rail Sector Act and Article 47 of Rail Sector Regulation). The sale or assignment of shares or participations that result in a change of control over the awarded applicant shall be subject to the authorization of the railway infrastructure manager, in order to assess whether it implies a legal business upon railway infrastructure capacity.



In any case, the reserved infrastructure capacity shall be governed by the same regime as the allocated infrastructure capacity, as set by Directive 2012/34, Rail Sector Act and Commission Implementing Regulation 2016/545, of 7 April 2016, on procedures and criteria related to framework agreements on allocation of railway infrastructure capacity.

The request form for National Capacity is available in electronic form on NS link published on Adif Website, [www.adif.es](http://www.adif.es), see Annex C.

For international capacity applications, the Spanish Railway Network (RNE) makes the Path Coordination System (PCS) tool available to Applicants. In justified cases, Adif will accept the request for international capacity using the model included in Annex C.

Moreover, and in any case, RUs are required to submit a certified copy of the Safety Certificate they hold, which certifies that the railway undertaking has established its own safety management system and is able to meet the requirements in the technical specifications and other relevant provisions of Community law and national safety rules in order to control risks and safely provide transport services on the network, and knows and complies with Safety Traffic rules, particularly Rail Traffic Regulations, RCF, and other regulations in force affecting them, see Annex E, and be up to date with payments arising from the economic obligations towards Railway infrastructure manager and have existing civil liability insurance policies.

### 3.2.1.2. CAPACITY ALLOCATION AT SERVICE FACILITIES

The use of service facilities entail the relevant capacity request by the railway undertaking and other applicants to the railway infrastructure manager, which shall allocate these according to a transparent and non-discriminatory criteria. For every service facility requested and before starting the service provision, the railway undertaking and other applicants shall give their consent to the conditions the facility, in order to preserve the orderly, efficient and safe operation of facilities.

For this purpose, the railway infrastructure manager shall publish the criteria to allocate the capacity and use conditions of facilities in the Network Statement (See chapter 7 and the Service Facilities Fact Sheet catalogues, which are available as an appendix to this document).

However, should the railway undertaking require for rail transport services, apart from the use of the service facility, other spaces, equipment or means that the infrastructure manager can offer, these shall be regulated by the corresponding lease contract at a reasonable cost and with a duration equal to the period of allocation. (See chapter 7 and the Service Facilities Fact Sheet catalogues, which are available as an appendix to this document).

## 3.2.2. CONDITIONS TO ACCESS ADIF RAIL INFRASTRUCTURE

As to Rail Sector Act, Rail transport is considered to be that performed by railway undertakings using suitable vehicles to run on the General Interest Railway Network. Rail transport is a general interest service, essential for the community, and can be for passengers or freight. These services will be provided under a free competition regime, in accordance with Rail Sector Act.

### NATIONAL AND INTERNATIONAL FREIGHT TRAFFIC

According to the provisions of EU and Spanish law, freight transport is liberalized. Consequently, any Applicant based in Spain or another EU Member State, holding the appropriate RU license or authorization, may request Adif for Infrastructure Capacity Allocation in order to provide these transport services, following the established procedure.

Upon capacity assignment, RUs performing the transport shall also hold a Safety Certificate required in order to run with their rolling stock and driving personnel (who will be duly authorized therefore) on the requested route in accordance with the provisions of Royal Decree 929/2020 of 27 October.

### NATIONAL AND INTERNATIONAL PASSENGER TRAFFIC

Directive 2016/2370/EU approval by European Parliament and by the Council of 14 December, amending Directive 2012/34/EU, as regards opening the market for national passenger transport services by rail and the governance of railway infrastructure, that is, opening up to competition the operation of national rail passenger transport.

In accordance with transitory provision one in Law 38/2015, of 29 September, on the rail sector, section 1, opening to free competition of passenger transport by rail, as under section 2, article 47 in said law, shall apply as from 1 January 2019, in time to access infrastructure during the service hours that start on 14 December 2020.

This right may be limited in the event that public service contracts cover the same or an alternative route and the economic balance of these contracts is jeopardized. It is up to the regulatory body to decide whether or not the economic equilibrium of the contract is in danger.

## 3.2.3. LICENSES AND APPROVALS

The body granting RU licenses and approvals for Applicants other than RUs is the Government Rail Safety Agency, in accordance with Art. 49 in Law 38/2015 of 29 September of the Rail Sector.

Terms for granting these are in Section 4, Chapter 2 in Rail Sector Act and Section 3, Chapters 2 and 3 in Rail Sector Regulation (RD 2387/2004, of 30 December).

For more information please contact:



Rail Safety State Agency  
Plaza de los Sagrados Corazones 7- 28036 Madrid  
<http://www.seguridadferroviaria.es/>

### 3.2.4. SINGLE SAFETY CERTIFICATE

In accordance with article 21 under Royal Decree 929/2020, of 27 October, on railway safety and interoperability, any railway undertaking wishing to provide railway transport services on the General Interest Railway Network shall hold a single safety certificate, issued by:

- a) The European Union Railway Agency, which will issue a single safety certificate to railway undertakings if the operations' scope extends over more than one European Union Member State and if the operations' scope is limited to the Railway Network of General Interest, except in the case provided for in section b).
- b) The State Rail Safety Agency, when the operations' scope is limited to the General Interest Railway Network as requested by the undertaking.

The single safety certificate states that the railway undertaking has set their own safety management system and has the capacity to satisfy railway control, traffic and safety system requirements, know-how and personnel requirements related to the rail traffic safety and technical characteristics of railway rolling stock that they use, and also to the maintenance conditions, in order to control the risks and to safely provide transport services on the network.

The single safety certificate will be granted to the Railway Undertaking for services to be provided and for railway lines of their activity, including border sections.

Chapter IV, Title I, Royal Decree 929/2020, of 27 October, includes among other standards, the principles to request, resolve, validate, supervise and revoke the single safety certificate.

For more information please contact:

European Union Agency for Railways (EUAR)  
[https://www.era.europa.eu/applicants/applications-single-safety-certificates\\_en](https://www.era.europa.eu/applicants/applications-single-safety-certificates_en)

Rail Safety State Agency  
Plaza de los Sagrados Corazones 7- 28036 Madrid  
<https://www.seguridadferroviaria.es/actividades/empresas-ferroviarias/certificados-de-seguridad-de-empresas-ferroviarias>

includes a guide to request safety certificates.



### 3.2.5. CIVIL LIABILITY AND INSURANCE

Applicant for a license must hold or commit to hold upon starting activities a license and during the performance, shall be insured against any civil liability arising, in particular, from damage caused to passengers, cargo, baggage, mail and to third parties. Similarly, the warranty shall cover liability for damage to railway infrastructure, and the Applicant shall hold the compulsory passenger insurance which shall cover the compensating amounts set in additional provision two of Royal Decree 627/2014, of July 18, to assist victims of railway accidents and their families, which sets the scale of compensation. All this in accordance with Art. 53, Rail Sector Act, as well as in Art. 63, Rail Sector Act, according to the wording of Royal Decree 271/2018, 11 May. Specifically, Rail Sector Act sets the amount and conditions of Civil Liability coverage, depending on the nature of the services to be provided.

Similarly, Article 91 in Railway Sector Regulation specifies that carriers and consignees of freight delivering or accepting it at rail logistics facility must be authorized to enter into such a facility with suitable vehicles, provided that the corresponding insurance covers the civil liability that may arise for damages that could cause.

Furthermore, owners of freight wagons or passenger coaches who deliver these to railway undertakings for carriage, must have a liability insurance covering damage to people, rail infrastructure or others caused if they are involved.

### 3.2.6. ASSISTANCE PLAN TO VICTIMS OF RAIL ACCIDENTS

In accordance with Art. 63 of Law 38/2015 of 29 September of the Rail Sector and with Royal Decree 627/2014, of 19 July, railway undertakings providing passenger transport services under state jurisdiction are required to have, at the time of start of their activities, a plan of assistance to victims of rail accidents and their families, including at least the assistance provided for in Articles outlined in Chapter III of the Royal Decree. This plan may be part of another, which the company has set for similar purposes.

The Directorate General of Land Transportation is the body responsible for approving the plans, of railway companies, to assist accident victims and their families, verifying that they satisfy the provisions of Royal Decree 627/2014 of 19 July, and that measures therein are sufficiently credited.

Moreover, managers of the rail infrastructure in the General Interest Railway Network shall have a plan of assistance to victims of serious rail accidents and their families. These plans shall consider, among the measures of assistance to victims of railway accidents and their families, those specified in said Royal Decree.

# 3.3. Contractual Agreements

## 3.3.1. FRAMEWORK AGREEMENTS

Infrastructure Managers and Applicants may conclude framework agreements for capacity reserve that shall specify the characteristics of the infrastructure capacity requested and offered to the applicant for a period longer than one term of service hours.

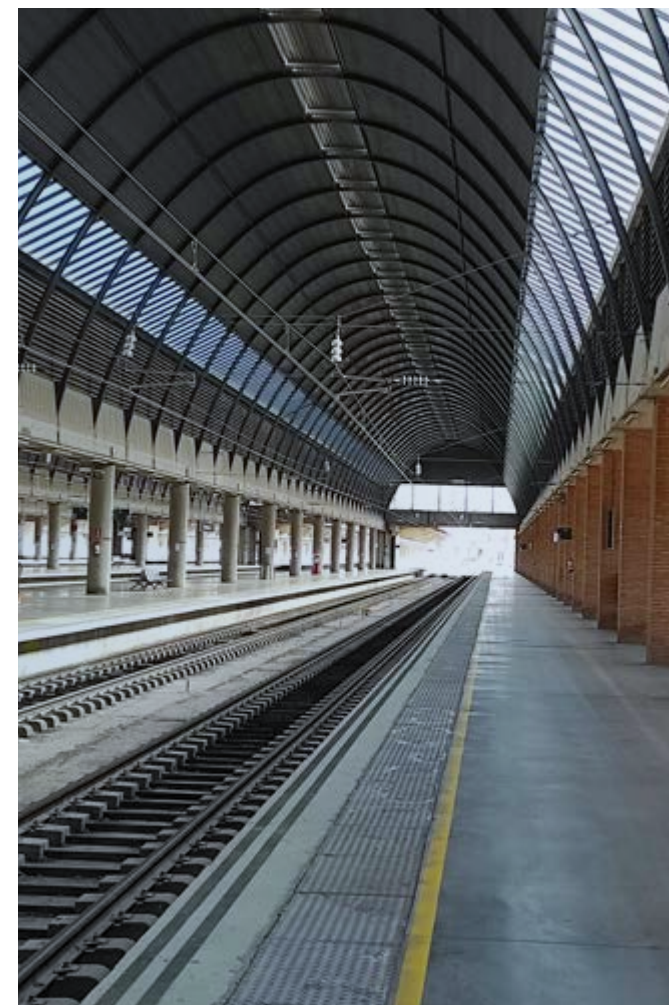
Framework agreements shall not specify railway paths in detail and shall not prevent the corresponding use of infrastructure by other Applicants or for other services, and these may be amended or restricted to enable a better use of the rail infrastructure.

Chapter 4 and Annex J includes the characteristics of the framework agreement.

## 3.3.2. AGREEMENTS WITH RUS.

Annex J includes different contract models, i.e.:

- Traction power supply
- For fuel supply
- To conclude Framework Agreements
- For services at SB\_7 premises for attended ticket sales and information service
- For services at SB-8 premises for self-service ticket sales and information self-service machines
- For services at SB\_9 premises for service personnel onboard
- For services at SX-5, area for storing mobile equipment on platforms.
- For services at SX-7 area for last call attention
- For services at SX-8, unattended changing room for operating personnel
- For services SB\_3 ITU Handling service
- For services SB\_4 Shunting Services and others related to train operations.



### 3.3.3. AGREEMENTS WITH NON-RUS APPLICANTS

Annex J includes different agreement models:

- For SB\_3 ITU Handling service
- For SB\_4 Shunting Service and others related to train operations

### 3.3.4. GENERAL TERMS

General access conditions to Service Facilities are indicated in provision 7.

## 3.4. Specific Access Requirements

### 3.4.1. ROLLING STOCK TECHNICAL REQUIREMENTS

Royal Decree 929/2020, of 27 October on railway safety and interoperability, establishes that vehicles running on the General Interest Railway Network need the following:

- Setting on the market their mobile subsystems.
- an authorization to set the vehicle on the market issued by the State Railway Safety Agency or by the European Union Railway Agency, in accordance with European Union regulations.
- verifications before use.
- registration in one of the registries.

Requests for authorization to set a vehicle on the market, as well as the information related thereto, the stages of the corresponding procedures and the results shall be by submitted through the European Union's single window, through IT website. (One Stop-Shop, OSS) for processing.

Any authorization to set vehicles on the market shall be supported by a vehicle type authorization. When an application for authorization to market a vehicle does not have a type registered in the European Register of authorized vehicle types, it is required to additionally issue a vehicle type authorization with the same use area. Upon granting the vehicle type authorization, the applicant shall be registered as the holder of said vehicle type authorization.

Authorizations to set vehicles on the market shall be issued in accordance with Commission Implementing Regulation (EU) 2018/545, of 4 April 2018, which sets



the practical provisions relating to railway vehicle authorization and railway vehicle type authorization process pursuant to Directive (EU) 2016/797 of the European Parliament and of the Council.

The State Railway Safety Agency - from time to time and in areas, which use is exclusively for the General Interest Railway Network - may grant vehicle type authorizations in accordance with the same procedure set in article 127, Royal Decree 929/2020. The authorization request for a vehicle type and the information about every request, stages of the corresponding procedures and their results, as well as - where appropriate - the requests and resolutions on raised appeals, will always be presented through the single window of the European Union.

Likewise, in accordance with article 132 of RD 929/2020, the State Railway Safety Agency will collaborate with the European Union Railway Agency assessing the authorizations files to set vehicles in the vehicle market, which area of use includes one or several Member States and the General Interest Railway Network, in whole or in part.

Regarding rolling stock maintenance centers, the criteria for their approval are described in Order FOM/233/2006, on the approval regime for rolling stock maintenance centers and operating conditions.

Standards in force affecting the requirements of rolling stock are as follows:

- Order TMA/404/2022, of 25 April governing aspects of the certification regime of entities dedicated to maintaining railway vehicles, amending data registerable in the Special Railway Registry of the Railway Sector Regulation, approved by Royal Decree 2387/2004, of 30 December and setting a transitory regime to approve maintenance centers of rolling stock different to freight wagons, provided for in Order FOM/233/2006, of 31 January.
- Order TMA/576/2020, of 22 June approving "Railway Instruction: Technical specifications of railway rolling stock to commission self-propelled units, locomotives and coaches (IF MR ALC-20)".
- Resolution of 10 July 2009, of the General Directorate of Railway Infrastructures, approving the "Technical Specification to Approve Railway Rolling Stock: Wagons".
- Resolution of 10 July 2009, of the General Directorate of Railway Infrastructures, approving the "Technical Specification to Approve Railway Rolling Stock: Ancillary Rolling Stock".

Railway vehicles, before their use in the General Interest Railway Network, shall have an assigned entity dedicated to their maintenance. This entity shall be registered in the Special Railway Register, and when the European Vehicle Registry is not operational or - from time to time - in the national vehicle registry of another European Union Member State.

The State Official Gazette of 26 November 2015 published the Resolution of 5 November 2015, of the Rail Safety State Agency on Technical Specifications for Rolling Stock with metric gauge and Stock Safety Basic Standard.

The Rail Safety State Agency Resolution 6/2022, provides for acceptable national means of compliance regarding certain requirements in the Technical Specifications for rolling stock with metric gauge.

For further information, please contact:

European Union Agency for Railways (EUAR)

[https://www.era.europa.eu/applicants/applications-vehicle-type-authorisations\\_en](https://www.era.europa.eu/applicants/applications-vehicle-type-authorisations_en)

Rail Safety State Agency

Plaza de los Sagrados Corazones, 7 - 28036 Madrid

<https://www.seguridadferroviaria.es/actividades/material-rodante/autorizaciones-de-vehiculos>

## Rolling Stock Inspection

In accordance with Royal Decree 929/2020, of 27 October the State Railway Safety Agency may inspect the vehicles, which are authorized to run on the General Interest Railway Network at any time.

Regarding the rolling stock that runs through the General Interest Railway Network, the State Railway Safety Agency - according to the collaboration agreements - may request technical and operational assistance from the Railway Infrastructure Manager upon performing the aforementioned inspections, by virtue of a collaboration agreement signed between both. The infrastructure manager shall provide the means required for this purpose, within the terms and conditions set forth in the agreement.

The inspections mentioned in this article shall be part of the safety management systems supervision activities of the infrastructure managers and railway undertakings, after issuing their safety authorizations and safety certificates, respectively.

In the case of vehicles, if the result of inspections concludes that there is a risk to rail traffic safety, the State Railway Safety Agency may:

- a) Order a rolling stock immobilization, starting on the suspension or revocation procedure set in this royal decree.
- b) Order the inspected vehicle owner to carry out appropriate maintenance operations within a specified period.

All afore without prejudice to the railway infrastructure manager capacity to stop a vehicle movement should it endanger safety.

Infrastructure managers have police power regarding rail traffic and infrastructure use and defence, in order to ensure traffic safety and the preservation of infrastructure, facilities and any kind of material mean required for their operation. Furthermore, they will control compliance with the obligations that tend to avoid all kinds of damage, track deterioration, risks or danger to people, as well as compliance with the limitations imposed regarding land close to railways, in accordance with Law 38/2015, of 29 September and RD 929/2020.

The results of vehicle inspections performed by the state-owned business entity Administrador de Infraestructuras Ferroviarias shall be communicated to the authority liable for railway safety with the periodicity set forth and, failing that, every month. However, upon request from the authority responsible for railway safety, said state-owned entity shall communicate their information.



## 3.4.2. RAIL STAFF REQUIREMENTS

Rail Sector Act in its Article 69 and Rail Traffic Regulation in chapter 2 in book 3 provides that staff providing services in the rail sector shall have sufficient qualifications to perform rail services with due safety and efficiency guarantees.

### CERTIFICATION AND TRAINING

Rail infrastructure managers and rail undertakings are responsible, under current legislation, for training and qualifying their staff and other people performing a work that could possibly affect traffic safety.

Rail staff shall comply with Order FOM/2872/2010 of 5 November on the conditions to issue certificates that authorizes rail staff to perform certain duties regarding traffic safety; furthermore, aforementioned Order FOM determines the regime of approved medical and training centers for said staff. Furthermore, Resolution of 23 December 2015, of the State Railway Safety Agency, sets the basic training routes and minimum teaching hours of training programs for railway personnel qualifications, to be imparted in approved railway personnel training centres.

Also, by Order FOM/679/2015, dated 9 April, which amended Order FOM/2872/2010, the conditions to obtain qualifying titles that allow performing the functions of railway staff, related to traffic safety as well as the regime of approved training centers and medical examination of such personnel, are set.

On the other hand, the Resolution of December 23, 2015, of the State Agency for Railway Safety, establishes the basic training itineraries and the minimum teaching load of the training programs for railway personnel qualifications, to be taught in the approved railway personnel training centers.

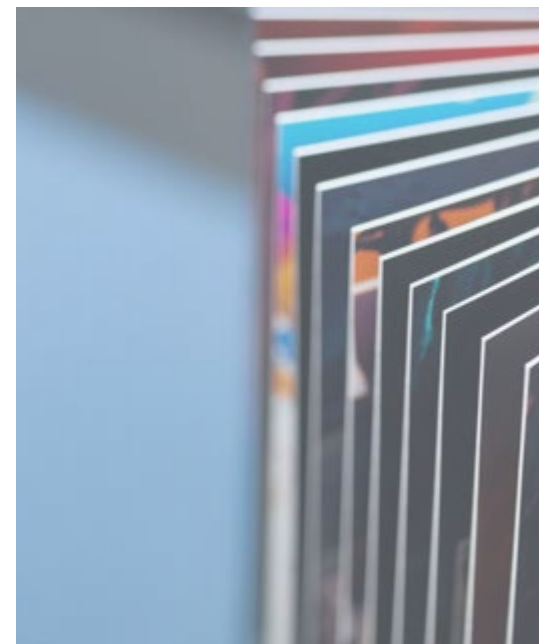
Besides having the authorization certificates updated, the staff related to train traffic and shunting, should be familiar with Traffic Safety Standards, rail concepts, and basic technical and technological know-how within their scope.

### LANGUAGE

All communications regarding Traffic Safety in the Network managed by Adif will be in Spanish, in accordance with Royal Decree 929/2020. In this sense and in accordance with European Union Directives, as well as Traffic Standards, and communications related to Traffic Safety, the railway personnel who interact with Adif must perfectly understand Spanish and will use this language correctly to communicate.

#### LANGUAGE EXCEPTION ON BORDER SECTIONS

In accordance with Regulation (EU) 2019/554 of the Commission of 5 April 2019 amending Annex VI to Directive 2007/59/EC of the European Parliament and of the Council on certifications of locomotive and train drivers in the EC rail system, i.e. regarding section 3 a) under said Regulation, which considers the case of language exceptions in rail operations happening between borders and stations located nearby for cross-border operations, Adif provides for the following procedure:



- \* The Railway Undertaking may apply for an exception addressing Adif Traffic Directorate.
- \* Adif will grant an exception if the railway undertaking proves that it has set up enough mechanisms to guarantee active and effective communication between the driver and the traffic controller in routine, degraded, and emergency situations, using the messages and communication method specified in TSI "Operation and traffic management".
- \* In order to guarantee a fair treatment of applicants, the request by the Railway Undertaking as well as its evaluation by Adif, shall be performed with reference to the risk analysis methodology provided for in Regulation 402/2013.

Likewise, Adif envisages the possibility that one or several railway undertakings in cooperation with one or several infrastructure "applying" managers, execute pilot projects to test alternative means to guarantee an effective communication required within this framework between driver and traffic personnel, in accordance with the procedure set up in aforementioned Regulation (EU) 2019/554.

## ADIF INSPECTION OF STAFF

Any possible infringement detected, for breach of the rules, will lead to the initiation of the corresponding sanctioning file by the Railway Safety State Agency, in accordance with the LSF.

Railway undertakings shall be bound to provide all facilities to Adif to perform the inspection tasks that the authority responsible for railway safety may request at all times, as technical and operational assistance in accordance with article 65, Rail Sector Act, and railway undertakings do not have the right to claim for delays or economic damages due to this cause, given any personnel disqualification, even provisionally. However, Adif will ensure that inspections cause the least possible disruption to RU operations and other Applicants.

### 3.4.3. EXCEPTIONAL TRANSPORTS

Exceptional transport (TE) is that which by load size, weight or distribution and conditioning is only allowed under certain technical and operating conditions. They require a viability study, which will also take into account the physical possibilities of the network and the impact of this traffic on the lines they will run on.

Standing orders on exceptional transport treatment and en-route cargo failures, specify that transports within the General Interest Rail Network scope managed by Adif and Adif Alta Velocidad, are considered to be exceptional, as well as the procedure that govern their processing.

By virtue thereof, RUs wishing to perform Exceptional Transportation shall contact the railway infrastructure manager Corporate Directorate for Traffic Safety (DCSC).

The Corporate Directorate for Traffic Safety shall publish the Exceptional Transport Authorization (ATE) to communicate the possible restrictions included therein, as well as transport conditions, to the affected Adif Directorates, the Railway Undertaking and other organizations affected.

If a transport runs on two or more networks, the exceptional transport condition and its management shall be governed by determined international standards in force (UIC sheet 502-1).

See chapters 4 and 5 to this document. For more information check with the Corporate Directorate of Traffic Safety.

## 3.4.4. TRANSPORT OF DANGEROUS GOODS

Royal Decree 412/2001, of 20 April, defines dangerous goods as substances or objects which transport by rail is forbidden, or authorized only under certain conditions established in the Regulations concerning International Carriage of Dangerous Goods by Rail (RID) and other specific legislation regulating such transport. See Anexo E.

In the case of national regulations, these can be found at the following link:

<https://www.seguridadferroviaria.es/normativa/normativa-nacional/normativa-en-materia-de-mercancias-peligrosas>

Only RUs that hold a License and Safety Certificate to perform this type of transport shall do it. For more details on the capacity allocation process to transport dangerous goods, see chapter 4 in this NS

With regard to offenses in the transport of dangerous goods, articles 106.3, 107.3 and 108.3 of the Rail Sector Act shall apply, among others.

For additional information, please consult Corporate Directorate of Traffic Safety.

## 3.4.5. TESTING TRAINS AND OTHER SPECIAL TRAINS

Adif makes their owned railway infrastructure available to Railway Undertakings and rolling stock manufacturers, to perform different testing types for rolling stock approval, validation and verification, as well as for other safety systems, communications, etc. Depending on the specific requirements for every testing type, Adif shall allocate capacity or paths given any requirement to deliver a blocked track, and shall settle the A, B and C Mode tariffs according to 97, Rail Sector Act, depending on the allocated capacity, with the amounts corresponding to the type of VOT service in force at any given time in the Network Statement.

Section 4.10 defines the path allocation procedure to perform testing with delivery of blocked track, a requirement to be determined in the Standing Order governing the testing.

Railway undertakings prior to performing testing and using the necessary time periods, shall have the technical documentation issued by the responsible bodies, AESF, Corporate Directorate of Traffic Safety, etc. mandatory for vehicle traffic with Block Section Instalment.





# 4

## CAPACITY ALLOCATION

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# 4.1. Introduction

The allocation of infrastructure capacity is the allocation by the rail infrastructure manager of time periods defined in the network statement, to the corresponding applicants in order for a train or rail vehicle to run between two points over a period of time.

Capacity allocation entitles to access allocated infrastructure and associated track points and junctions of the infrastructure manager owned network and to be provided with train traffic control, including signaling.

Order FOM / 897/2005, of 7 April on the NS and the Railway Infrastructure Capacity allocation procedure, specifies that NS shall detail:

- Procedures and terms to govern the capacity allocation process.
- Principles governing the coordination procedure between applications.
- Procedures and criteria foreseen given the statement of congested railway infrastructure, in particular, such criteria shall reflect the difficulty of setting international railway tracks and the effects of any modification for other infrastructure managers.
- Existing railway infrastructures use restrictions.
- Access conditions to service facilities related to the infrastructure manager network and to the services provided at said facilities.

## DIFFERENTIAL USE OF INFRASTRUCTURE

The rail infrastructure manager essential tool to define general guidelines of a differentiated use of infrastructure establish an estimation of the paths for each section and time period and every type of service, and this information is included in the Capacity Manual. "Path availability" shall mean path availability planned by Adif for each type of service. For this purpose, the service types considered are:

- Long Distance Passenger Transport Services.
- Commuters and Regional Passenger Services (Medium Distance).
- Freight Services.

Capacity Manual provides greater transparency to the process of Capacity Allocation and simplifies trains mesh because, in its final design, it can decisively influence aspects such as requested stops, technical features of trains, requested loads, etc. Therefore, the Capacity Manual provides this information for guidance purposes only, leaving the capacity to allocate paths to the CM on a per case basis, whilst maintaining the general spirit of availability expressed in the Capacity Manual.



## 4.2. Description of the Request Process for Infrastructure Capacity

### 4.2.1. APPLICANTS REQUESTING CAPACITY

In accordance with Law and Rail Sector Act, requests for railway infrastructure capacity may be submitted by:

RUs with valid license and International Business Groups that make up these companies.

Likewise, they may request infrastructure capacity, in the manner and with the requirements as provided by regulation:

- Consignees, loaders, transport companies and transport operators that are not railway undertakings but have a commercial interest to request capacity.
- Public Administrations with rail transport capacity and with public service interest in acquiring capacity.

In these cases, in order to use infrastructure capacity, it shall be necessary for Applicants to assign a railway undertaking and communicate it to the infrastructure manager.

All companies that prove their interest in obtaining a license for railway undertaking will be able to ask the railway infrastructure manager about the available capacity at any time.

### 4.2.2. DOCUMENTATION FOR CAPACITY REQUESTS

Railway infrastructure managers, in accordance with 2016/545 Implementing Regulation, FOM Order 897/2005 and Rail Sector Act, and in order to protect their legitimate expectations regarding income and future use of their managed infrastructure, may impose requirements on Applicants, provided these are adequate, transparent and non-discriminatory. These requirements shall be specified in the Network Statement and shall refer exclusively to the suitability to submit requests to obtain infrastructure capacity, and to provide economic guarantees.

For that purpose, requests for Capacity must be accompanied by the following data and documents:

## IDENTIFICATION OF APPLICANT AND REPRESENTATIVE

The Applicant making the request shall state duly accredited persons as proxy for this purpose, as well as the registered office to which the rail infrastructure manager will send timely notifications and submit a document certifying their registration in the Special Rail Register (art. 61 LSF).

Any applicant, natural or legal person, with Spanish or foreign nationality, shall have a Spanish identification number, as under General Tax Law 58/2003, additional provision six, and Order EHA/451/2008, of 20 February, governing the composition of tax identification numbers of legal persons and entities with no legal personality.

## SAFETY CERTIFICATE

Railway Undertakings shall present a certified copy of the relevant Safety Certificate which they hold (Art. 66 of Rail Sector Act and Article 10 of Order FOM 897/2005).

## GUARANTEES OF TRANSPORT OF DANGEROUS GOODS

When the capacity requested by the Applicant is to be used to transport dangerous goods, it shall be so declared in the request, and the Applicant shall guarantee the fulfillment of all requirements and standards governing such transport, to safeguard the safety of others and of infrastructures.

## CONCRETE DETERMINATION OF A REQUEST FOR CAPACITY

The request data shall be like the standard form set out in Annex C.

The Capacity Manager, hereinafter CM, shall provide Applicants with various IT applications such as SIPSOR, SIGES or PCS. Should any Applicant lack of adequate computer connection, or if systems are out of service, applications shall be sent by e-mail to the rail infrastructure manager.

For greater efficiency and better service to Applicants, offers the possibility of establishing an agreement to simplify procedures for Capacity Request. Such agreement will specify the system established between both parties to process requests. If Capacity Allocation is for an Applicant other than RUs, the former shall communicate to the rail infrastructure manager the data of the RU that will use this capacity at least five days prior to their actual use (Article 14.2 in Order FOM/897 / 2005, of 7 April).

## CAPACITY REQUESTS IN EUROPEAN RAILWAY FREIGHT CORRIDORS

European Railway Freight Corridors, Atlantic and Mediterranean have established for each of them a body called Single Window, for Applicants to request and receive answers -at a single place and with only one procedure- regarding infrastructure capacity for freight trains that pass, at least, one border along any European Freight Corridor.

Request, management and path capacity allocation for international freight trains running on Atlantic and Mediterranean corridors will be through the Path Coordination System (PCS) software tool and in accordance with the processes set out in the respective Corridor Information Documents (CID) and in accordance with international procedures agreed upon within RNE framework.

**PCS, Path Coordination System**, is an international path request coordination system for Railway Undertakings (RUs) and other applicants, Infrastructure Managers (IMs), Allocation Bodies (ABs) and Rail Freight Corridors (RFCs). The internet-based application optimises international path coordination by ensuring that path requests and offers are harmonised by all involved parties. Furthermore, PCS is the only tool for publishing the binding PaP and Reserve Capacity offer and for managing international path requests on RFCs.



Access to PCS is free of charge. A user account can be requested via the RNE PCS: [support.pcs@rne.eu](mailto:support.pcs@rne.eu).

For more information, visit the website <http://pcs.rne.eu>

Please find the corridor capacity offer - in the form of pre-established paths - on the following sites:

<https://www.atlantic-corridor.eu/our-offer/capacity-offer-and-how-to-apply/>

[www.railfreightcorridor6.eu](http://www.railfreightcorridor6.eu)

## 4.2.3. TYPES OF PATH REQUESTS

Different path modalities are set in the Network managed by the railway infrastructure manager, according to transport needs generation

### A. ALLOCATED TRAIN PATHS WITH RESERVE

If capacity requests are made on time and adequately, Applicant may reserve paths, obtaining appropriate quality characteristics, priority in traffic and punctuality commitments from the rail infrastructure manager. Requests shall generally be through SIPSOR computer application, via terminals authorized for such purpose, except for Applicants who do not have the appropriate computer connection, in which case they may send the data in the capacity request form by email addressed to the rail infrastructure manager.

#### A.1. Regular Train Paths (SERVITREN)

Paths requested for a significant traffic frequency within Timetable (about 40 days). These support trains running under a Transport Plan for each Applicant. The set of regular paths integrates the Timetable.

#### A.2. Occasional Train Paths (TRENDÍA)

These train paths are programmed to meet the specific demands of the RUs and Qualified Applicants that based on their limited running days and short notice of their request (up to 24 hours before the requested train start), are not included in the Transport Plan, TP.

### B. TRAIN PATHS WITH NO RESERVE

If it is not possible for the Applicant to reserve capacity on time, the rail infrastructure manager has two modes of special trains

#### B.1 Immediate Train Paths

These train paths are allocated upon specific request of RUs and Applicants as a result of unscheduled transport needs that normally arise less than one day in advance. Entry into service of trains on these paths must be exceptional and prompted by justified circumstances.

Requests shall be made - generally - through SIGES computer application and by authorized users.

The response of the rail infrastructure manager to the request shall be made by the same means by which the request was made, preferably through SIGES. This response may be negative in some cases, if the request is not technically feasible.

Trains generated under the concept of Immediate Paths shall run as trains without determined running. In addition, these shall be exempt from the regularity commitment of the rail infrastructure manager.

## B.2. Special Train Paths

These paths are assigned due to incidents or due to non-compliance with transport conditions programmed by RUs, or Applicants, usually upon proposal from Traffic Areas or from Adif Traffic Department.

# 4.3. Temporary Restrictions and Maintenance Capacity Allocation

## 4.3.1. GENERAL PRINCIPLES

Rail infrastructure manager has been entrusted with continuous efforts to preserve and invest in the lines managed, either by maintenance works on the infrastructure in service or carrying out works to improve and expand its network.

Performing these works may lead to unavoidable traffic restrictions. When rail traffic has to be irretrievably affected by such works, the railway infrastructure manager will endeavour to produce the least possible disturbances, and will promote infrastructure improvements that will result in a better service by the railway infrastructure manager.

In accordance with Commission Delegated Decision (EU) 2017/2075 of 4 September 2017 - replacing Annex VII to Directive 2012/34/EU of the European Parliament and of the Council, which sets a single European railway space - the document annexed to this Network Statement includes a catalogue with capacity restrictions for the General Interest Railway Network, as available on:

<https://www.adif.es/sobre-adif/conoce-adif/declaracion-sobre-la-red>

This document will be periodically updated with the information of TOC sessions, which define and agree upon actions and works programmed on the infrastructure, and also inform on future restrictions of capacity agreed upon with Applicants, enabling them to adapt their operations and transportation needs. The information that the Infrastructure Manager will at least publish in their catalogue about temporary capacity restrictions are:

- a) Affected lines or routes.
- b) Start and end dates of the temporary capacity restraint, indicating the affected days.
- c) If applicable, the capacity on available deviation lines.

If information on future capacity restrictions has already been published at the beginning of the annual schedule to file requests for capacity implementation, the need to reschedule already allocated rail paths can be reduced.

## CALCULATION METHOD AND CRITERIA TO ESTIMATE CAPACITY AFFECTED BY TEMPORARY CAPACITY RESTRAINTS

In accordance with Delegated Decision (EU) 2017/2075 replacing Annex VII to Directive 2012/34/EU, the railway infrastructure manager has implemented a calculation of traffic percentage affected to rate the temporary capacity restriction.

In line with Delegated Decision (EU) 2017/2075 enabling the manager to apply additional criteria to that stated therein, to set a common criterion to calculate the percentage of traffic affected, for the purposes of a homogeneous classification of the temporary capacity restrictions, it is established that this calculation shall be carried out taking a full day as a unit of measure, normally Thursdays, because they have a high traffic volume only on the whole section of the line with the temporary capacity restriction, without taking into account the side effects of the temporary capacity restriction on other line sections.

For this purposes, the formula to be applied will be as follows:

$$\text{Impacto del RTC (\%)} = \frac{N^{\circ} \text{ de surcos afectados por la RTC en un día significativo}}{N^{\circ} \text{ de surcos totales en un día significativo}} \times 100$$

(\*) A path is considered to be affected by the temporary capacity restriction (RTC) if traffic is suppressed, replaced or diverted to an alternative route.

Taking into account the resulting percentage, and jointly considering the criterion of days of this restriction, the temporary capacity restraints shall be classified as follows:

- \* Minimum impact: Unspecified days – less than 10% affected traffic.
- \* Minor impact: 7 consecutive days or less – more than 10% affected traffic.
- \* Medium impact: 7 consecutive days or less – more than 50% affected traffic.
- \* High impact: More than 7 consecutive days – more than 30% affected traffic.
- \* Large impact: More than 30 consecutive days – more than 50% affected traffic.

Furthermore, for “intermediate” cases which temporary capacity restriction doesn't meet the amount of consecutive days and % cancelled traffic criteria, diverted or replaced to be rated by its minimum – minor – medium – high – large impact, this temporary capacity restraint will be rated by its immediately inferior impact.

## 4.3.2. DEADLINES AND INFORMATION PROVIDED TO APPLICANTS

Any temporary restrictions on the capacity of railway lines - for reasons such as infrastructure work - resulting in cancellation, rerouting or changing to other modes of transport shall be communicated by the relevant infrastructure managers, in accordance with Delegated Decision (EU) 2017/2075. If the impact on capacity is relevant, in addition to the issues discussed in TOC sessions, specific meetings may be established to discuss the works, timetables of affected trains, and even alternative routes.

Among the information provided by the railway infrastructure manager on temporary capacity restrictions, this shall include the scheduled day, restriction time, period of day, affected line section, whether or not there will be traffic diversions of rail lines, etc.

This information will be sent by the IM (infrastructure manager) to the applicants who make traffic on the line or lines affected by the temporary capacity restriction.

### TOC COMMITTEES

Programming actions on the infrastructure will be channelled through TOC Commissions, made up of dedicated people as appointed by the General Directorate of Conservation and Maintenance, General Directorate of Traffic and Capacity Management and General Directorate of Construction, and, as guests, RUs with allocated capacity and the Spanish competition commission. In these Commissions RUs are promptly informed of the work to be carried out, taking as far as possible their suggestions when programming. The Act of TOC Sessions where these capacity restrictions are discussed and agreed upon is sent to every attending RU.

There is a Central Committee and other Regional Committees. In every session, Regional Committees shall be responsible for performing the preparatory studies for the Central Committee to reach the final agreements. TOC Committees may be ordinary or extraordinary. The decisions taken therein shall be communicated to the Applicants and RUs and any matter raised by any of them shall be forwarded for their analysis and resolution.

TOC Committees determine in the annual regular meeting permanent times for works to be considered in paths for the following year's Timetable. In ordinary session are also programmed works on infrastructures permanently affecting train traffic. In particular, regular sessions establish or revise periods and conditions of Maintenance Bands. Works are considered to be permanent if these are relevant or if speed limitations have a continuous impact of three months or shorter, if consequences on traffic are significant. Programs will be set up to the end of the Timetable, drawing up a record of the meetings of every Committee.

Agreements will be announced to Applicants before the date of the official deadline to submit capacity requests for Timetable.

If during the Timetable are produced significant variations from the projections made in the ordinary annual session, it is foreseen to hold ordinary sessions of changes in January, July and October. Extraordinary sessions may be convened as well, for exceptional reasons, when it is necessary to agree works outside ordinary sessions.

The Capacity Manager shall consider in the process of allocating paths the capacity reserves resulting from the work scheduled in TOC Commissions. Applicants shall take into account in their traffic - following consultations between the infrastructure manager and the applicants concerned - the impact that may arise (increased travel times, reduced capacity, etc.) when notified by the railway infrastructure manager. Therefore, the notice periods and cases excepted in Delegated Decision 2017/2075 or applicable standard shall apply.



## MAINTENANCE BANDS

Maintenance Bands is a capacity order the rail infrastructure manager for regular maintenance works of infrastructure and facilities.

Three to five hours per day shall be programmed per line, depending on characteristics and equipment. On double track, efforts will be made to make way for one of the two tracks except as otherwise provided by the rail infrastructure manager, for technical reasons. Therefore, the line capacity is restricted in the period of Maintenance Band when traffic is ensured only on one track.

Any interval foreseen for Maintenance Bands shall be indicated in the Capacity Manual and in the regulatory document "Maximum Speed Charts".

## EXTRAORDINARY WORKS

Where a work is required over a long period of time at an interval different to the Maintenance Band, the extraordinary work interval and the normal maintenance interval shall be recorded. These periods will be scheduled in TOC Commissions. More concrete details of the action and the new capacity offered will be shared with railway undertakings, at least four months in advance for passenger train capacities and at least one month in advance for freight train capacities, regarding the start of capacity restriction, unless the infrastructure manager and interested applicants agree upon a shorter deadline, through the Scheduled/Authorized Job Files (TBP/TBA).

The infrastructure manager may decide to not apply the usual periods of consultation and communication with applicants if the capacity restriction is necessary to restore railway operations safely, if they cannot control the scheduled restrictions, if the application of these periods is costly ineffective or unnecessarily detrimental to the survival or condition of assets, or if all applicants concerned agree hereupon. In these cases, or given any other capacity restriction not bound to consultation in accordance with other provisions in this Annex, the infrastructure manager shall immediately consult the applicants and major facility operators concerned. (Section 14, Commission Delegated Decision (EU) 2017/2075 of 4 September 2017.)

Extra works with little relevance may be agreed upon directly by the rail infrastructure manager with RUs and Applicants concerned well in advance as deemed necessary.



# 4.4. Framework Agreements Between the Rail Infrastructure Manager and Applicants

## FRAMEWORK AGREEMENT AND FRAMEWORK CAPACITY GENERAL CONCEPT

Some Applicants, in order to invest in providing rail services, may need greater legal certainty in terms of infrastructure capacity available for a period longer than a service time, and infrastructure managers and applicants may conclude framework agreements to reserve capacity for a period exceeding the valid service hours. In said agreements, only the characteristics of the infrastructure capacity requested and offered to the applicant shall be specified.

The framework agreements will not determine the railway lines in detail, but will establish the characteristics of the infrastructure capacity requested and offered to the candidates; they will not prevent the use of the corresponding infrastructure by other candidates or for other services and may be modified or limited to allow a better use of the railway infrastructure.

In general, framework agreements will have a maximum term of five years, renewable for equal periods. However, an extension may be agreed upon following a commercial agreement, specialized investments, or risks. Framework agreements over a period of up to fifteen years may be signed for services using a dedicated infrastructure requiring large-scale and long-term investments, as duly justified by the applicant.

In the case of congested infrastructures, the railway infrastructure manager may reduce the capacity reserved if, during a period of at least one month, it has been used below the quota set.

Infrastructure managers will motivate their decision to refuse, conclude or modify a framework agreement. The reasons shall be communicated in writing to the applicant who had requested the framework agreement conclusion or modification.

The rail infrastructure manager will communicate the framework agreements to the National Commission of Markets and Competition Competition for analysis and approval prior to signing between the parties.

The model National Framework Agreement is available in Annex J.

The infrastructure manager will reserve capacity for the annual procedure for preparing service hours. Consequently, the framework capacity will not exhaust the available capacity of the infrastructure in question, establishing an approximate threshold of 70% of capacity reserve for framework agreements, reserving the remaining capacity for rush hour or extraordinary traffic, other relationships or other candidates, including those that have formalized a framework agreement, capabilities that would be awarded through the ordinary service schedule processes.

Specific rules may be set to reserve framework capacity covering several networks.

For the purpose of estimating infrastructure capacities, the manager uses a methodology considering every homogeneous line segment, based on:

- The equipment of lines and trains (on-board equipment)
- Minimum succession times and average succession intervals.
- Traffic heterogeneity.
- Intermediate stations requested for trains.

As a guideline, reserve margins of capacity ranging between 20 and 40% are applied, according to the characteristics of the considered lines.

On Commuter lines, the stopping times at stations are specifically considered, and usually restrict the line capacity.

At large passenger terminals, the stabling capacity is determined by analysing:

- Available tracks and their operational possibilities
- Train percentage distribution, distinguishing between trains passing and trains that have origin or destination at the station
- Stopping or turn around times necessary to reasonably ensure operations.

The infrastructure manager may decide with equity criteria and, when appropriate, with the approval of the regulatory body, not to offer framework agreements for lines that have been declared congested.

## Procedures and criteria relating to framework agreements for capacity allocation

When entering into framework agreements, the infrastructure manager shall optimize the use of available infrastructure capacity. EU Regulation 2016/545, dated 7 April 2016, sets the procedure and criteria to sign framework agreements.

In accordance with Article 3, the normal procedure will be the infrastructure manager statement of framework capacity on lines where this possibility is offered. Said statement shall indicate the available framework capacity, per line section and control period (usually for one-hour-periods).

Prior to said statement, infrastructure managers shall consult potential applicants to offer the framework capacity adapted as far as possible to their commercial needs.

Likewise, it shall indicate the frame capacity already allocated, as well as an estimate of the total infrastructure capacity.

According to the capacity offered in the Network Statement and in accordance with set deadlines, Applicants may make their requests for a framework agreement. Consequently, within set calendars, the rail infrastructure manager will examine all requests and resolve them simultaneously.

The criterion of maximum infrastructure capacity used shall be applied by infrastructure managers upon resolving (greater traffic volume during the period when the capacity is offered).

If the infrastructure manager encounters interference between existing framework agreements and requests for new or amended framework agreements, or between requests for new framework agreements, the principles of the capacity allocation coordination procedure shall apply, applying the coordination methodology set out in Article 9 of Regulation 2016/545 EU. The infrastructure manager may also promote a procedure for coordinating applications when there is a conflict with a framework agreement during the scheduling procedure of the Service Hours.

Infrastructure managers shall periodically re-examine the framework agreement with applicants in order to assess the framework capacity. Applicants shall inform the infrastructure manager without delay of any permanent intention not to use all or part of the framework capacity, even if they do not intend to use the framework capacity for more than one month, with at least one month in advance (Art. 11 Regulation 2016/545 EU).

Likewise, if the railway infrastructure produces significant increases in capacity, as a result of network improvement works, and/or the infrastructure manager has additional capacity for not using all or part of the framework capacity allocated to an applicant, the infrastructure manager may offer this capacity, in accordance with valid standards.

This offer shall be made to undertakings that are already operating, as well as to possible new applicants. It may be either freely requested, or a period may be set to receive all capacity requests and, if all requests can be made compatible, these shall be allocated, and if it is not possible, a coordination phase shall be set to accommodate all requests, prioritizing, if possible, new entries. These increases may be incorporated into the framework agreements of operating undertakings or setting framework agreements with new applicants who request it.

The unjustified use of the capacity agreed by the Candidate will result in the application of the penalty clauses of the framework agreement, where appropriate, to the sanction referred to in article 107.2.3 of the Rail Sector Law and the capacity withdrawal, under the conditions specified in the framework agreement that has been signed. The application of economic sanctions in these cases does not have as main objective to guarantee the legitimate economic interests of the infrastructure manager, but to ensure that the requests for framework capacity by the Candidates are made according to real needs of services, especially when the The resolution of said award shows that another candidate has not been awarded the said capacity.

When agreeing upon a new framework capacity with an Applicant, the infrastructure manager will take into consideration any lack of framework use or path request capacity under a framework agreement and the reasons for that failure.

## 4.5. CAPACITY ALLOCATION PROCEDURE

Requests for Capacity Allocation shall be based on a confirmed business need and technical feasibility. Otherwise, the Applicant shall channel their inquiries as a study by means of an email to the Capacity Manager. The capacity studies shall not imply in any case a reservation of the studied capacity.

Applicants will preferably use the IT tools that the railway infrastructure manager has available (SIPSOR and PCS). Any request for international paths may also be issued through Adif OSS or any OSS in the RNE Network of one-stop shops, and in the case of requests for freight, they can also make them in the OSS of the European Freight Corridors.

Occasional / one-off international requests shall be submitted at least five business days before departing the path origin.

Applicants are obliged to update their application details. Specifically they will communicate, as soon as possible, any path removal or waiver of a request, and this shall not imply that other standards on obligations to use the allocated capacities apply.



To facilitate the work of Applicants who agree with the Capacity Manager to use SIPSOR, if the request period for a new Service Schedule is about to begin, any railway undertaking that already had capacity in the previous service schedule may request in writing to the CM - at least two months prior to the national capacity request deadline - an automatic loading of allocated paths. The CM shall automatically generate a computer request in the system, based on ordinary paths in effect on said date. Said generation will not imply any acquired right of preference over other requests of Applicants. Applicants shall be obliged to verify that all path requests for the new time period have been entered into the system and that all data is duly completed; they shall also cancel the request for paths for applicants who do not want a new allocation.

The Capacity Manager shall communicate in a timely manner on SIPSOR, or by any means of request, the allocated paths or amendments made to paths already allocated for reasons of technical adjustments to the mesh. The circumstances that condition path application shall be indicated on the "Observations" field.

Applicants are obliged to accept the allocated running or to refuse these, by their request means, within the allegation period. After setting the deadlines should any acceptance by the Applicant for an allocated path not be received, the Capacity Manager may freely dispose of the path.

With the accepted running, the corresponding regulatory documents will be drawn up and data transfers of transport plans shall not be considered to breach the confidentiality principle.

Applicants shall notify the Capacity Manager - within the deadlines - a definite announcement of these running. The train announcement is a statement by the Applicant, in a formal way, of specific train running dates. For occasional train lines (TrainDay), these shall be announced according to the requested dates, upon accepting the train line.

With the process of train announcement, the principle of path confidentiality no longer applies, and the information is considered to be public from that moment.

## **CAPACITY ALLOCATION PROCESS**

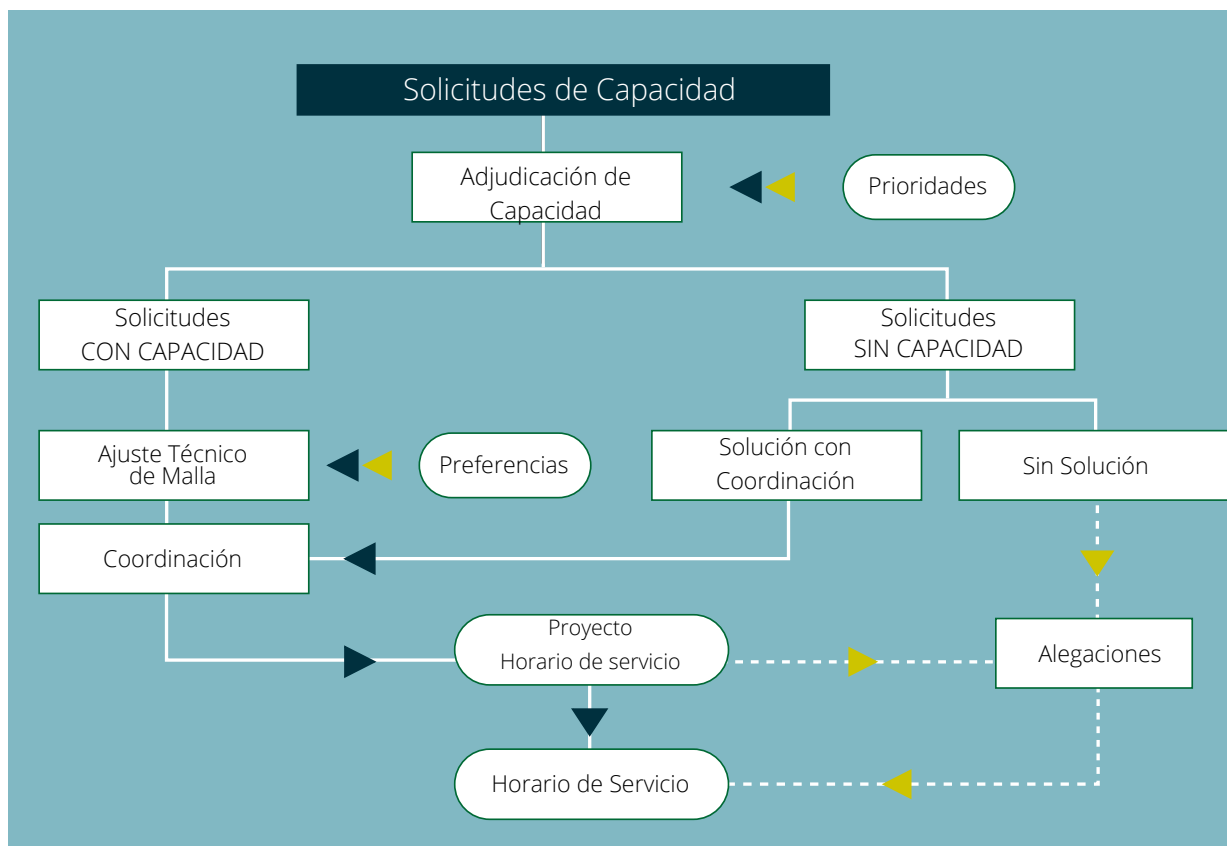
In the process of Capacity Allocation the Capacity Manager should ensure an access based on the principles of objectivity, transparency and equality, while ensuring that the technical quality of the paths is adequate.

The Capacity Manager will attend, as far as possible, all infrastructure capacity requests received. Should this not be possible, he/she shall apply the allocation criteria as in Order FOM/897/2005, of 7 April, and shall take into account all limitations that affect Applicants, i.e. economic effects on their business activity.

The Capacity Manager is legally entitled to a reserve capacity for scheduled maintenance operations, Network replenishment or expansion, to solve problems of congested infrastructure and to provide rail services of public interest, according to Rail Sector Act, art. 48 and also to provisionally reserve the infrastructure capacity necessary to execute every public service contract, prior to its mandatory tendering, as set in Rail Sector Act, twenty five additional provision.

Capacity allocation requests for maintenance work shall be submitted in the allocation procedure. Railway infrastructure manager shall take due account of the impact of reserving infrastructure capacity for maintenance work on applicant's activity and shall inform interested parties as soon as possible of unavailable infrastructure capacity due to unscheduled maintenance work."

Capacity Allocation process to prepare the Timetable (and similarly, its changes) will thus be developed according to the following flowchart:



Changes after preparing Capacity Allocation Timetable will preferentially be solved depending on residual capacities and through a technical insertion of the paths in the mesh, trying not to affect the existing paths.

For occasional paths, the Capacity Manager shall be limited to the available Capacities, establishing the priority order of receipt of applications.

The Capacity Manager is authorized to admit small incompatibilities between paths if he/she considers that these do not disturb the traffic of other trains.

## PHASE OF CAPACITY ALLOCATION TO THE CORRESPONDING PATHS

This phase is to determine which requests shall obtain Capacity on the corresponding lines and paths.

This process shall be initially performed based on the estimated Capacity available on every line, depending on traffic type, as listed in the Capacities Manual. Applicants holding a valid license from the railway infrastructure manager may request this document. Upon request satisfaction according to traffic type, any request pending satisfaction may obtain residual capacity of another traffic type, as long as this is technically feasible.

When the Capacity Allocation is for an Applicant other than a Railway Undertaking, the latter shall communicate to Adif the data of the RU that is going to use said Capacity, at least five days prior to the actual use.

### Allocation Priority Criteria

The Rail Infrastructure Manager will allocate the requested infrastructure capacity as follows (Art.11 Order FOM / 897/2005):

- a) If there is capacity available for all candidates, this will be allocated.
- b) Given any request coincidence for the same path, the capacity shall be allocated with the coordination procedure indicated in this NS.
- c) Should the network be stated as congested, the following allocation priorities shall be taken into account for the allocation, in descending order:
  1. Given specialized infrastructures and if it is possible to meet requests for said infrastructures.
  2. Public interest services.
  3. International services.
  4. Any framework agreement that provide for said capacity allocation request.
  5. Request of an Applicant for the same path several days in the week or in successive weeks during the time period.
  6. System efficiency.

For priority criteria application, services subject to public service obligations, as well as freight transport services, and especially those of an international nature, will receive due consideration.

Capacity Manager must ensure optimization and reasonable use of infrastructure capacity. In this sense:

- Schedules shall be cadenced on lines or services from time to time, involving a better traffic organization for the railway infrastructure manager and for Applicants' operation, as well as more commercially attractive for passengers.
- In this sense, some trains, due to their own technical features, could reduce the Capacity, or hinder operation. Therefore the CM may restrict the movement of certain trains based solely on technical operating criteria (lack of certain equipment on board, running times inadequate to the line characteristics, etc.).

- Likewise, upon request of a path by the Applicant if there is a less congested alternative route, the Capacity Manager may program the path to his/her initiative on the most appropriate route, in order to enable an increased availability of the Capacity for traffics that technically and economically need the saturated route. The Capacity Manager will reason in writing to the affected Applicant such situations.

Should these requirements be significant on a particular line, they shall be stated in the Capacity Manual.

## PHASE OF MESH TECHNICAL CHANGE

After allocating capacity to orders starts the technical process of integration in the mesh. This process is subject to certain technical principles of path insertion and mesh adjustment.

The Capacity Manager is authorized to apply the following technical criteria:

### Technical Adaptation of Train Paths

Capacity Manager may vary within reasonable parameters the schedule proposed by Applicants for technical reasons or to make compatible all requests from different Applicants. So may the Capacity Manager establish the running time or technical stops he/she deems appropriate to ensure the punctuality of trains, to reconcile different paths and to optimize track Capacity.

### Cadenced Services

Requests made contemplating cadenced services may have a determined preference during the mesh technical change, in order to have an adequate cadenced service.

### Specialized Lines

Given adequate alternative lines, the rail infrastructure manager - after consulting with the interested parties - may declare that a specific railway infrastructure is dedicated to the providing certain service types. See section 24.1 hereunder.

Specialization of a railway infrastructure will not prevent its use to provide other services if there is capacity and the rolling stock meets the technical characteristics necessary to use the infrastructure.

Accordingly, the capacity allocation process of the Capacity Manager may be performed giving a certain preference in the technical mesh adjustment to predominant services, in addition to the capacity allocation priority determined by Order FOM/897/2005.

### Public Service Compulsory Traffic

The Capacity Manager can give preference to services covering certain public services during mesh technical changes, especially at rush hour.

### Long-Distance trains (Passenger or Freight)

Given the special technical complexity in constructing train paths with great length because these run on a large number of lines - particularly international - the Capacity Manager may give preference in the mesh to trains with a longer route.

Capacity Manager will ensure that given no objection, paths allocated in the preceding Timetable that obtain capacity in the new Timetabling, basically maintain their essential characteristics.

At the end of this process, the Capacity Manager will allocate to Applicants the corresponding paths. In the case of regular paths, this assignment will be provisional until the completion of a coordination phase and the period of claims.

## 4.5.1. CAPACITY REQUEST TIMETABLE (PATHS) SERVICE SCHEDULE

Within the path allocation process, compliance with programmed schedules is essential to ensure the product quality and to allow planning the logistics of various participants in the process, as well as for Applicant group to have available their final schedules in due time.

To respond to requests submitted after the deadline, the Capacity Manager will evaluate their scope, timely communicating to Applicants his/her decision as to term and may even deal with these in subsequent changes, eventually allocating the residual capacities to such requests.

### Timetabling

Timetabling integrates all data relating to all train and rolling-stock movements that are planned to take place on the relevant infrastructure in a predetermined time period, between the second Sunday in December and the second Saturday in December the following year. Service Schedule shall be set once a year and shall enter into force at twelve at night on the second Saturday in December.

Train paths are assigned to Applicants and RUs exclusively for use during Timetabling for which they were requested.

### Path Reserve Schedule

#### Regular Train Paths (SERVITREN)

The Rail Infrastructure manager offers Applicants a wide range of adjustments with appropriate deadlines to meet most transport needs.

If an Applicant intends to undertake changes in its Transport Plan that could substantially alter the existing exploitation schemes, it shall report it to the Capacity Manager in advance, who will evaluate whether to propose a broader programming timetable. Failing previous communication, Capacity Manager may refuse to implement it, proposing a date when it is technically feasible to study the adjustments proposed.





Any Applicant wishing to request infrastructure capacity in order to operate a passenger transport service with public service obligations, shall inform Adif and the National Commission on Markets and Competition with at least 18 months' notice regarding the entry into force of the service hours corresponding to the capacity request, in order to assess the possible economic effects on existing services (Art. 59.7 of Rail Sector Act).

Calendars listed below include the generic deadlines, where X is the date of the Service Change, to publish the ANNUAL SERVICE SCHEDULE.

Calendar Capacity Allocation is included in Annex A with the specific dates for the Service Schedule in force for 2023 and 2024.

INTERNATIONAL SCHEDULE		NATIONAL SCHEDULE	
The deadline to submit applications starts	The Sunday after the 2nd Saturday in December	The deadline to submit applications starts	The Sunday after the 2nd Saturday in December
Setting up international catalogue paths	X-11 months (2nd Monday in January)	Completion of the capacity request deadline	X-6 months
Completion of the capacity request deadline	X-8 months (2nd Monday in April)	Provisional allocation of capacity (Service Schedule project communication)	X-4 months
Provisional allocation of capacity (Service Schedule project communication)	X-5 months (12 weeks after the capacity request period ends)	Allegations	Between X-4 and X-3 months (1 month)
Allegations	Between X-5 and X-4 months (1 month)	Definitive communication of the service hours	X-2 months
Final communication of the service hours	X-3,5 months (3rd Monday after the period of allegations)	Announcement communication	X-1,5 months
Announcement communication	X-1,5 months	Start of service hours	12 h at night time on the 2nd Saturday of December
Start of service hours	12 h at night time on the 2nd Saturday of December	(*) The National Calendar deadlines are aligned with Order FOM 897/2005	
(*) The International Calendar deadlines are aligned with the Process Handbook for International Path Allocation for Infrastructure Managers V.2.0 d RNE			

In order to offer to RUs and Applicants a proper agility responding to opportunities offered by the market, with acceptable path quality levels, irrespective of when these are requested, Timetabling modifications are foreseen during its term. Prior to the entry into force of Timetabling, the rail infrastructure manager may schedule adjustment dates for Applicants to make changes in their Transport Plan. To schedule these dates, various Applicants shall be consulted.

These adjustments may be of two kinds:

### Agreed Adjustments

They are designed for Applicants to perform most of the changes to their transport plan during Timetabling. In these settings, the Capacity Manager, may make technical adjustments in the mesh, as appropriate, and Applicants shall assume and guarantee that the implementation of those changes are communicated in due time.

The railway infrastructure manager fully exercises in these adjustments the capacity to coordinate between Applicants, given any interference on any Applicant path upon any commercial request of another Applicant.

Standard periods that shall be basic to develop a schedule will be determined by the following deadlines chart, where **M** is the month of the Agreed Adjustment date:

Annex A shows specific dates for every Agreed Adjustment for 2023 and 2024.

Capacity Manager may set deadlines when extraordinary circumstances converge requiring to extend the programming period, for the entire network or only for certain axles or ratios.

### Monthly Adjustments

It aims to facilitate a selective adaptation of the Transport Plan to each Applicant. Considering that the short periods of programming and the constrained framework of modifications of the mesh hinder the study of large variations in paths, the CM may refuse some requests for this reason, if planning deadlines are insufficient or requests involve a substantial change in the operation.

Below are general implementation periods. D is adjustment day, and deadlines will be:

[Annex A](#) shows specific dates for every Monthly Adjustment for 2023 and 2024.

Regarding the schedule of Monthly Adjustments, generic deadlines listed above shall apply without requiring any explicit communication, except in specific cases where it is desirable to establish specific deadlines to match periods like holidays. These specific schedules will be reported in the meeting called for that purpose, or in written to the Capacity Manager in due time

#### AGREED ADJUSTMENTS

Receipt of capacity request	M – 4
Provisional capacity allocation	M – 3
Claims	15 days
Definitive disclosure of capacity	M – 2
Announcement communication	M – 1
Agreed Adjustment	M (Midnight to 2nd Saturday in June)

#### MONTHLY ADJUSTMENTS

Receipt of capacity proposal	D – 21 days
Provisional capacity allocation	D – 14 days
Claims	D – 14 days a D – 10 days
Announcement communication	D – 10 days
Monthly Adjustment	D

## Modifications

By virtue of section 2 in Article 6 of Delegated Decision 2017/2075, the GC may re-program an allocated railway track if necessary to ensure the best possible match between all path requests and if the applicant that got the path, approves it.

Owing to extraordinary and justified reasons, the rail infrastructure manager may authorize:

- Adjustments made on dates other than those agreed upon.
- Application of periods different from those set.
- Modification or removal of paths on certain lines, without any restrictions, in exceptional cases..

Train paths will not be considered to be changed towards Applicants, if:

- \* Conditions of path orders do not vary.
- \* Timetable of commercial stops for passenger trains is not altered.
- \* For freight trains, business hours do not vary more than 15 minutes, on any point along their route..

In such circumstances, the Capacity Manager, may alter the paths at any time without prior consultation to Applicants, but must communicate such change when it involves any path code change or Service Timetable on any point of its route.

## Occasional Train Paths (TRENDÍA)

To be able to respond to requests of Applicants through the product Trendía, the request must be made with a minimum advance.

### Occasional Train Paths (TRENDÍA)

Maximum response time	5 working days
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For international paths, given no available catalogue paths that conform to the request, the Applicant shall be informed of that circumstance in this same period of five working days, and there is a maximum period of 30 days to establish a path to fit.

The Capacity Manager will require different deadlines for requests with a high volume of paths, for example, in the case of campaigns, or when circumstances coincide requiring a larger programming period. Response may also be delayed, if advance to request a path TRENDÍA is so long that the Capacity Manager considers the regular train service is not sufficiently consolidated to study occasional trains.

For exceptional and justified reasons Applicants may request paths in less than five working days. This service will be provided only in working days (Monday to Friday), applications shall be filed not later than 12 hours the day before the requested train departure. Answer will be notified before 18 pm the same day.

## Specific requirements to request and allocate regular and occasional paths for passenger trains in Coordinated Stations

A coordinated Station, is any passenger station with high quality service demand, and with expectations of a high demand for occupation and stabling on their tracks. These stations require a rational use of a stabling capacity programming, and need to intensify the information and general train coordination.

For these stations, Railway Undertakings and Applicants, upon fulfilling their capacity requests, shall expressly request to the Capacity Manager:

- The specific needs of track occupation times
- Report the next train by graph rotation
- Train length for which stabling is requested.

All this shall enable a better knowledge of RUs and Applicant needs and shall promote a more correct programming and organization of the station, to continue offering quality service levels appropriate to the type of trains.

The Capacity Manager, in accordance with transparent and non-discriminatory criteria, shall allocate station tracks capacity. Railway Undertakings and Applicants shall have the right to use said routes in accordance with the conditions previously allocated and accepted.

Requests for capacity allocation in Coordinated Stations shall be based on client's needs and on the technical feasibility to occupy tracks at the facility. These requests will be linked to requests for passenger trains included in the Transport Plan, in some cases, they may also be made together with occasional requests (TrenDía).

The stabling request as well as the train length shall be indicated on the fields set up for this purpose on SIPSOR and on the capacity request models included in Annex C to this Network Statement.

Railway Infrastructure Manager is authorized to modify tracks occupancy capacity in a Coordinated Station in order to allow scheduled maintenance operations or replacement or expansion of the assets linked thereto. These actions will be coordinated through TOC commissions, in accordance with section 4.5.

In order to facilitate traffic operations of the train set given any incident, delay, additional train, etc., the railway infrastructure manager may vary the previously assigned routes, ensuring that said changes are the smallest possible, and shall notify said changes as soon as possible.

If any RU requests to use stabling tracks at Coordinated Stations for stock sidings, especially at night, the capacity allocation shall be included in the track occupancy chart.

Should it not be possible to satisfy all requests, the following criteria would be applied in a reasoned manner:

- Priority will be for Railway Undertakings without stabling tracks for stock siding close to the Coordinated Station in question
- Available tracks and their operational possibilities
- Departure order of commercial traffic when service starts

- Percentage train distribution of every RU with origin or destination at the station
- System efficiency

In the network owned by Adif, there are currently no coordinated stations.

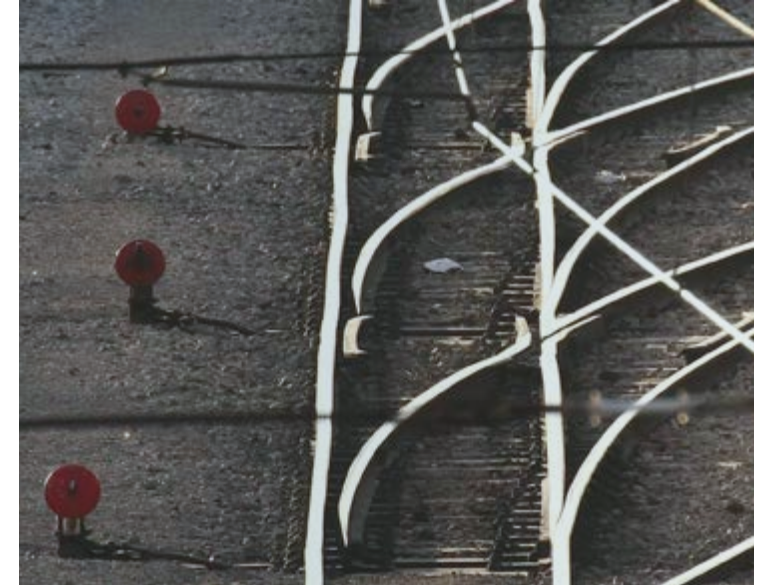
## 4.5.2. REQUESTS TO ALLOCATE INTERNATIONAL PATHS AFTER THE DEADLINE

International “late” requests means any capacity requested after the request deadline for ordinary annual capacity and up to 2 months before starting the Service Hours.

The Capacity Manager shall satisfy “late” requests from Railway Undertakings with the residual capacity left after preparing the regular Service Hours.

## 4.5.3. AD-HOC REQUESTS

These are capacity requests made by Applicants / RUs for the Capacity Manager to prepare paths customized to their transport needs.



### ALLOCATED TRAIN PATHS WITH RESERVE

#### Regular Train Paths (SERVITREN)

Paths requested for a significant traffic frequency within Timetable (about 40 days). These support trains running under a Transport Plan for each Applicant. The set of regular paths integrates the Timetable.

#### Occasional train paths (TRENDÍA)

These train paths are programmed to meet the specific demands of the RUs and Qualified Applicants that based on their limited running days and short notice of their request (up to 24 hours before the requested train start), are not included in the Transport Plan.

### TRAIN PATHS WITH NO RESERVE

If it is not possible for the Applicant to reserve capacity on time, the rail infrastructure manager has two modes of a special trains.

#### Immediate Train Paths

These train paths are allocated upon specific request of RUs and Applicants as a result of unscheduled transport needs that normally arise less than one day in advance. Entry into service of trains on these paths must be exceptional and prompted by justified circumstances.



## 4.5.4. COORDINATION PROCESS

The coordination phase has been conceived to resolve conflicts that may, eventually, arise between different requests and allocations of infrastructure capacity for the best possible match.

In the event that the Capacity Manager detects during the period considered to prepare the project service hours incompatible requests or if the capacity allocated to the Applicant does not meet their needs and so states it in writing within the established deadlines, they will try to satisfy all requests through the coordination process.

To this end, the GC will seek to find alternative solutions that respond to the Applicants' requests, or resolve the conflicts by consulting the Applicants.

During this consultation, the infrastructure manager will provide candidates with the following information, free of charge and in writing:

- a) Capacity allocation requested by other applicants for the same routes.
- b) Capacity allocation previously granted to all other applicants on the same routes.
- c) The allocation of alternative capacity proposed by the rail infrastructure manager.
- d) Detailed information on the criteria applied in the capacity allocation process.

This information will be provided without disclosing the identity of other applicants, unless such candidates expressly agree that it is disclosed.

## PROCEDURE TO RESOLVE CONFLICTS IN REQUESTS

When preparing Service Hours or during the Agreed Adjustments, Applicants shall have ten working days after the Capacity Allocation proposal date, to accept or reject it, as well as to make the appropriate observations thereto. Said observations will have to be presented in writing and motivated. For the other cases, this term shall be three business days as from Capacity Allocation proposal date.

During the request coordinating process, the Capacity Manager may propose to applicants, within reasonable limits ( $\pm 60$  minutes), infrastructure capacity allocations that differ from requests.

The Capacity Manager may make as many coordination rounds as considered appropriate to make satisfactory agreements.

Should it not be possible to achieve an acceptable solution for all Applicants after developing the coordination process, the Capacity Manager shall adopt the solution that best suits the rail system as a whole:

- When creating the Service Schedule, using the infrastructure will be optimized, avoiding an inefficient use that prevents from obtaining its maximum performance.
- As far as possible shall be offered alternatives enabling a coexistence of different Applicants in time periods, offering capacity allocations that may vary slightly from requested ones, considering that if these are offered within a 60-minute period, all requests could be fulfilled.
- On specialized lines or with predominant traffic (High Speed, Commuter, etc.) will have priority and/or preference those that correspond to this specialization, prioritizing the entire line use, upon those who use only part of it.

- Likewise, services subject to public service obligations, as well as that of freight transport and, especially, international ones shall receive due consideration.
- Services requested according to a Framework Agreement, or that are subject to cadenced or systematic services will also be preponderant.
- On infrastructures declared as congested, the Capacity Manager may modulate the strict criteria application for capacity allocation in order to guarantee, to the greatest extent possible, access to all applicants who requested capacity allocation.
- The Capacity Manager final decision may be subject to allegation, in accordance with the following section 4.5.5.

For more information see Annex K Conflict Resolution Procedures.

## 4.5.5. CLAIMS PROCESS

There is a deadline for submitting claims of at least 1 month after communicating the Applicant of the Service Schedule

In the case of requests for a Service Schedule submitted after the deadline or for paths assigned upon Service Schedule Adjustments, the allegation period shall be five working days after Capacity Allocation, and two working days for occasional paths.

Such claims shall be submitted in writing to the Capacity Allocation Head Office under the Capacity Management and Planning Department.

For further information see Annex K Dispute Resolution Procedures.

# 4.6. Congested Infrastructure

Directive 2012/34/EU, of the European Parliament and of the Council, setting a single railway area (consolidated text), defines congested infrastructures, as provided for in detail in national law, through FOM Order 897/2005, specifically in its art. 17:

“After coordinating the requested paths and consulting with the affected applicants, should it be impossible to properly satisfy, the requests for railway infrastructure capacity, the railway infrastructure manager will state that the affected infrastructure part is congested. This same qualification shall apply when infrastructure insufficient capacity is expected in the near future.”

An infrastructure declared as congested allows modulating the application of strict allocation criteria in order to guarantee, to the greatest extent possible, access to all applicants who requested capacity allocation.

If an infrastructure is declared congested, the railway infrastructure manager shall carry out a capacity analysis, unless a capacity increase plan is already in place.

Rules and criteria that, according to article 11.c of Order FOM 897/2005, apply in case of congested infrastructure, for capacity allocation, are indicated in the NS.

The railway infrastructure manager, in case of congested infrastructure, may modulate the application of the strict award criteria provided for in article 11 of Order FOM / 897/2005.

There are several ways to analyze an infrastructure congestion, it can be firstly studied by line sections or terminals and, in both cases, a study of the paths. Despite some sections in the line that are quite congested because they share different corridors, the truth is that, in terms of capacity allocation, the most restrictive aspect are parking lanes at passenger transport stations.

Upon stating that an infrastructure is congested, the railway infrastructure manager shall request to transfer paths, which in a period of at least one month, have been used less than 80% in congested infrastructures, 50% in the rest, unless this is due to non-economic causes beyond the control of applicants.

Likewise, in the case of congested infrastructures, the railway infrastructure manager may suppress the allocated capacity if, in a period of at least one month, it has been used below the quota set.

Currently, no infrastructure is declared as congested in the network owned by Adif.

## 4.7. Exceptional Transport and Dangerous Goods

### EXCEPTIONAL TRANSPORT

Exceptional transport (TE) is that which by load size, weight or distribution and conditioning is only allowed under certain technical and operating conditions. These require a feasibility study which will also take into account the physical possibilities of the network and the impact of this traffic on the lines to run on.

For exceptional transport traffic, Adif specific authorization is required including the particular conditions of acceptance and transport provision and the corresponding traffic instructions are governed.

Standing orders on handling exceptional transport and cargo failures on route, specify the transport that in the field of General Interest Railway Network managed by Adif and ADIF- Alta Velocidad, are considered exceptional, and the processing procedure.



By virtue thereof, RUs wishing to perform Exceptional Transport should address to the Directorate of Traffic Safety of the rail infrastructure manager, so that, through the Group of Exceptional Transport (hereinafter GTE) that chairs, composed of DCSC and Adif technical areas affected, and after performing the relevant technical study, they can issue the relevant Authorization, if applicable.

The Directorate of Safety shall communicate the possible restrictions included therein, and the terms of transport, to the affected Directorates of Adif, to the Railway Undertaking and other bodies concerned.

If a transport runs on two or more networks, the exceptional transport condition and its management shall be governed by determined international standards in force (UIC sheet 502-1).

See also [section 3.4.3](#) in this document. For more information, refer to the Directorate of Traffic Safety (Adif Directory section 1.6).

## TRANSPORT OF DANGEROUS GOODS

RUs and Applicants shall indicate in their requests for Capacity Allocation that it is to be used for transport of dangerous goods, apart from requesting the stops necessary to perform it, in order to get it adequately covered in the programming process, in accordance with Article 47.5 of Rail Sector Act.

In the case of adding rolling stock to transport Dangerous Goods with trains not referred to in the transport plan, it is compulsory to request the rail infrastructure manager authorization prior to consignment.

In order to authorize a train on a regulated track, RUs must report actual data of the wagons carrying Dangerous Goods, order number in the train composition, type of goods transported, ONU No, name, quantity, origin and destination of the goods, as referred to in 1.4.3.6. of the RID.

RUs and Applicants shall ensure compliance with all regulations and standards governing such operations, to protect the safety of others and of the infrastructures.

## 4.8. Path Use Control

RUs and Applicants are bound to use the obtained capacity under the allocation terms.

### 4.8.1. STANDARDS TO AMEND PATHS BY THE APPLICANT

See section 4.5.1 Concerted adjustments and monthly adjustments

## 4.8.2. STANDARDS TO REPLAN PATHS BY THE INFRASTRUCTURE MANAGER

See section 4.5.1 Concerted adjustments and monthly adjustments.

## 4.8.3. STANDARDS FOR A NON-USE OF PATHS BY THE APPLICANT

See section 4.8.4.

## 4.8.4. STANDARDS TO CONTROL THE USE BY THE APPLICANT

RUs and Applicants are required to use the capacity obtained under the conditions in which it was allocated. For congested infrastructure, non justified use of paths allocated may cause serious offense, if it is attributable to RU. (Art. 107 in Law 38/2015, of 29 September of the Railway Sector).

Capacity Manager shall monthly make an analysis of the use level of paths allocated. Without prejudice to the steps listed in Rail Sector Act and which the rail infrastructure manager may undertake in cases involving a significant breach to the efficient use of infrastructure, the Capacity Manager shall propose to RUs and Applicants the suppression or modification of paths when detecting the lack of systematic use, especially in the case of congested lines.

When use percentage is below, 80 % - approximately - in congested lines and 50% in the rest, for a continuous period of one month, the Capacity Manager may also modify the capacity allocation, without time restrictions, communicating in written said circumstance and justifying in a reasoned manner the decision taken. A period of allegations of 10 days is set in favour of the Railway Undertaking or Applicant.





# 4.9. TTR for Intelligent Capacity Management

## 4.9.1. TTR PURPOSES

RailNetEurope (RNE) and Forum Train Europe (FTE), with the support of European Rail Freight Association (ERFA), are working on a project called TTR aiming at harmonizing and improving the railway timetable system to increase railway capacities.

TTR consists of an improved infrastructure capacity allocation planning (including interim capacity constraints) and capacity allocation process

The purpose is to better serve market needs and lead to an optimized use of the existing capacity. Detailed information about the project can be found at [ttr.rne.eu](https://ttr.rne.eu)

The purpose is to achieve TTR implementation by 2025 provided that it is supported by the European and national legal framework.

The capacity strategy of all managers who are part of RNE is published in the following link:

<https://ttr.rne.eu/capacity-strategies/>

## 4.9.2. PROCESS FACTORS

The TTR process is based on the following factors:

- Capacity Strategy (X \* -60 to X \* -36 months): The capacity strategy is the long-term capacity planning of the IM.
- Capacity Model (X \* -36 to X \* -18 months) with Capacity Partition: The capacity model provides for a more detailed definition of demand forecasting, and the capacity division into an annual planning, progressive planning, and time restraints of unplanned capacity.
- International alignment of temporary capacity restraints (TCR).
- Capacity for yearly requests: Ability to coordinate within a defined timeframe or to satisfy requests outside of this timeframe.
- Continuous Planning Request Capacity: Band-based dedicated capacity for a defined time window or routes, with specific request deadlines.
- Capacity for ad hoc requests: Residual capacity for applications submitted less than 30 days before the operation.

\* X represents the first day of 2025 service hours.

## 4.9.3. IMPLEMENTATION

The infrastructure manager participates in the project implementation at national level. The TTR approach is tested in pilots, with the aim of assessing the system and providing a potential project adjustment or improvement.

As a first step to implement the TTR, Infrastructure Managers will develop a Capacity Strategy for every Service Time, which will be structured by lines and it is intended to be the basis for more accurate scheduling upon considering both Manager and Applicant forecasts for upcoming Service Times.

It should include information with a low level of detail regarding the forecast of traffic flows, new available infrastructures, temporary capacity restraints with a significant impact, etc., enabling early capacity planning at European level.

Adif is developing the Capacity Strategy for some lines in the General interest Rail Network, which will be gradually expanded as the TTR project implementation in Europe progresses.

In order to continue the TTR project implementation process at a national level, and following the Capacity Strategy, Adif shall be able to develop the capacity model for 2024-2025 Service Hours during 2022 - 2023 Service Hours, and Future Services

For more information, please contact Adif (One Stop Shop).

### 4.9.3.1. CAPACITY NEEDS ANNOUNCEMENTS

Applicants may communicate their capacity needs to Adif between  $X^* - 30$  and  $X^* - 18$  months for 2026 calendar by email to Adif's One Stop Shop using the standard capacity requirements announcement model listed in Procedure for RNE Capacity Model, Annex E.

Capacity needs announcements are considered to be indicative and non-binding for applicants about future capacity needs.

Adif shall use, when given by RUs, any information provided as capacity input. Under no circumstances may Adif guarantee to include all information on capacity needs stated in the final capacity model, nor can information on capacity needs prioritize in the following capacity allocation process.

### 4.9.3.2 CAPACITY MODEL AND DISTRIBUTION

The capacity model is based on the capacity made available by Adif, market requirements (for example, new service plans) and TCRs (Temporary Capacity Restrictions) and is a basis to the capacity that will be made available to applicants. To fulfill this purpose, capacity is allocated to various commercial and technical needs ("capacity quotas").

### 4.9.3.3 CAPACITY PROPOSAL

Around  $X-18$ , Adif will work to adjust to Applicants the capacity available. This shall be a combination of pre-built paths, standard paths, considering the temporary capacity restrictions and the framework agreements in force, to satisfy different commercial needs. The capacity proposal can also include unplanned capacity.

In the case of cross-border lines, these activities will be harmonized with the collateral Capacity Managers.

To allow applicants to plan and harmonize their applications, the railway infrastructure manager will publish the capacity supply for annual capacity requests and continuous planning requests no later than X-11.

Applicants will receive a draft of the capacity proposal for their consultation prior to publishing it

## 4.10. Allocation Of Time Periods For Testing With Block Section Instalment

Adif shall allocate time intervals to test with their own rolling stock in the General Interest Rail Network, on commercial operation, according to transparent and non-discriminatory criteria.

### 4.10.1. SCOPE OF APPLICATION

It shall, in general, apply to all testing requiring the BSI, and this requirement shall be determined in the Consignment Note that governs testing.

Specifically, to requests for path allocation for testing with delivery of the following blocked track:

#### TYPE OF TESTING

Prototype testing of motor/towing stock

Validation tests of train changes

Type/series testing for motor/towing stock approval

Coverage and quality of service tests for GSM-R network

Approval/validation testing of on-board equipment ERTMS, ASFA Digital, etc.

Testing of other on-board equipment

Railway undertakings prior to performing testing and using the necessary time periods, shall have the technical documentation issued by the responsible bodies, AESF, Corporate Directorate of Traffic Safety, etc. mandatory for vehicle traffic with Block Section Instalment.

## 4.10.2. PROCESS DESCRIPTION

### How to submit the request

The requesting Applicant shall assign duly accredited persons for representation purposes, as well as the registered office to which the railway infrastructure manager shall send the appropriate notifications and, where appropriate, shall present a document proving their registration in the Railway Special Registry (Art. 61 Rail Sector Act).

Railway undertakings shall apply for testing times intervals to the relevant Traffic Regional Under-Directorate, using computing tools that the rail infrastructure manager has available or by email, specifying the time period of track occupation for every requested section, 10 working days before the testing.

### Request classification and analysis

Requests received shall be ordered according to the date and time of receipt.

Adif shall analyse the requests, considering for an allocation the priority criteria – and shall try to satisfy every request received. If there are time periods available for all clients, these shall be allocated.

If it is not possible to initially attend the requests for the same time period and track section, the allocation shall satisfy the maximum track use and their technical features, considering for the allocation, in descending order priority, the following:

#### Allocation priority criteria

1. Compatibility testing as a result of changing signalling systems if these affect approved trains, which already perform commercial service in the General Interest Rail Network (ASFA digital, ERTMS new versions, etc.).
2. Expanding tests of current Safety Certificates for lines in the General Interest Rail Network.
3. Evidence to obtain Safety Certificates for lines in the General Interest Rail Network.
4. Testing interoperability constituents.
5. Authorization testing to enter into service control/command and signalling subsystems.
6. Authorization testing to enter into service rolling stock subsystems.
7. Train changes validation testing.
8. Type/series testing for approval of motor/towing stock.
9. Prototype testing of motor/towing stock.

## Coordination

Should Adif prove during the planned period that, upon application of allocation criteria set out afore, any request turns out to be incompatible, it shall appeal to try to solve it, therefore applying the coordination process under article 8 in Order FOM 897/2005 of 7 April, regarding the network statement and rail infrastructure allocation procedure.

To coordinate requests, Adif shall resolve conflicts, and may propose to Applicants alternative allocations of infrastructure time periods for testing that differ from the requested one. Applicants may accept or reject the proposal within 5 business days after receiving the notification. However, in order for the railway infrastructure manager's proposal to be performed, it is necessary to have transmitted to every participating Applicant the allocation of time periods and of the coordination phases.

## Communication of time intervals for testing

Adif shall communicate the allocation to applicants of schedules for testing. Clients will notify, as soon as possible, any waiver of the provisional allocation to the allocated time interval.

- Eventually, given any of the following cases:
- Given different applicants for the same time period; Adif will draw up an act to allocate time intervals for testing, to be determined and accepted by Applicants.
- Should there be only one Applicant; Adif shall communicate the allocated time intervals, ... by telematic means or by email.

## 4.10.3. MAINTENANCE AND EXTRAORDINARY CAUSES

Time periods for testing may be suspended or modified, prior notification to the affected clients, for unscheduled maintenance tasks or as a result of incidents, track auscultation, etc., without any type of liability or economic compensation payable by Adif to the successful awardee.

Any damage shall be the sole responsibility of the awardees, if caused as a result of testing on the railway infrastructure, as well as of any direct or indirect damage and loss caused to Adif or third parties.

## 4.10.4. CHARGES

The allocation of time periods to use railway lines in the General Interest Railway Network for testing with Block Section Instalment shall apply the tariffs set in Law 38/2015, of the Railway Sector, to the kilometre-trains included in the authorization that the railway infrastructure manager issues for said allocation.

Authorizing time periods for testing on Block Section Instalment means using all track kilometres capacity allocated and all kilometres on adjacent track, implies running on all authorized kilometres, with the use restriction of these Block Section Instalment during certain time periods in favour of third parties.



Trains - kilometre to which the tariffs apply shall be determined according to the following:

- Depending on the maximum line speed whereat tests are performed, the maximum distance - in km - that a train can run shall be determined for the time period allocated.
- As testing shall be performed on Block Section Instalment, according to traffic requirements determined in the Consignment Note published for this purpose, a blocking of adjacent track is required, and so the allocated kilometre-train shall be determined based on the distance that could be run, both ways, in the allocated time period, according to the line characteristics whereon testing shall be performed.
- The trains - kilometre to be run shall be determined calculating the distance that a train could run in the allocated time period, depending on the line characteristics where testing shall be performed.

The payable tariffs shall be calculated applying to the trains - kilometre -as described above- the unit charge in force at all times.

Should the railway undertaking - upon time period allocation for testing with block section Instalment - not use the whole time period allocated, for reasons attributable to the railway undertaking, the entire tariff corresponding to the allocated period would be invoiced.

Should it be necessary to perform testing, an extraordinary opening of stations shall apply the current charges - included in the Network Statement in force at all times, corresponding to the Supplementary Service SC-1, Exceptional Transport.



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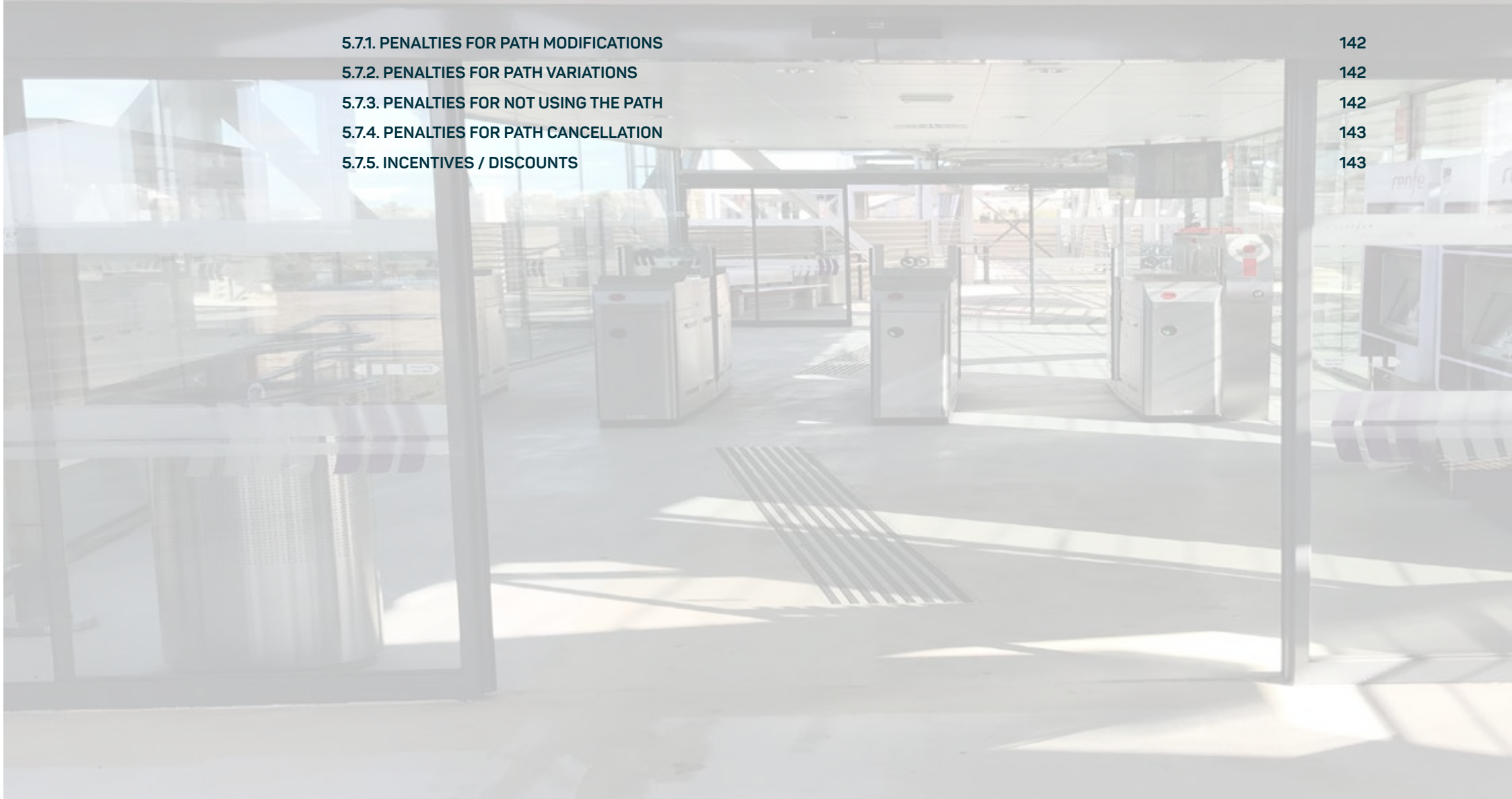
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# 5.1. Introduction

RUs and other Applicants have the right to receive non-discriminatory access to infrastructure, including access by rail to the facilities and services provided thereon, as well as the minimum access package.

Law 38/2015, of 29 September, of the railway sector and the Railway Industry Regulation governing the provision of Basic, Supplementary and Ancillary services, determines both the regime applicable and parties entitled to provide such services.

In accordance with Law 26/2022, transitional provision one, of 19 December, amending Rail Sector Law 38/2015, the system to determine railway tariffs in force shall continue to apply upon entering into force said amendment, until an approval and official publication of the values obtained in accordance with the system set therein.

The scope of services that the rail infrastructure manager may provide are as follows:

- Minimum Access Package.
- Basic services.
- Supplementary Services.
- Ancillary Services.

# 5.2. Charging Principles/ Prices

These principles are supported by the following figures:

- Rail fees and tariffs.
- Prices for Basic, Supplementary and Ancillary Service Provision

Railway Fees satisfy taxable events such as the provision of services provided for in Rail Sector Act.

The use of railway infrastructures and service facilities owned by the general railway infrastructure managers shall result in collecting public assets which shall be called railway tariffs.

Rail tariffs are levied on the use of railway infrastructures and shall be fixed in accordance with the general principles of economic viability of infrastructures, their effective operation, market situation and financial equilibrium upon service provision, and in accordance with criteria of equality, transparency and non-discrimination between rail transport service providers.

In order to calculate the charges for using railway infrastructures, the costs directly attributable to rail service shall be considered.



Likewise, in order to calculate these charges, rail tariffs shall be considered, in accordance with the General Interest Rail Network effective operation, and these considerations shall mirror the infrastructure congestion level and a proper functioning thereof, the promotion of new rail transport services, as well as a need to favour using underutilized lines, guaranteeing, in any case, optimal competition between railway undertakings.

The provision of Basic, Supplementary and Ancillary Services is governed by current Law 38/2015, of 29 September, Railway Sector Act, (RD 2387/2004, of 30 December), given no opposition by the latter to aforementioned law.

## ECONOMIC REGIME

The provision of the Basic, Supplementary and Ancillary Railway Services, is subject to paying charges, which are private prices.

According to Rail Sector Law 38/2015, art. 101, of 29 September, the prices for accessing by rail a service facility and to provide basic services may not exceed the cost of said provision plus a reasonable benefit.

Supplementary and ancillary services provided at service facilities will be subject to prices freely agreed between the parties. However, if a single supplier provides said services, these prices may not exceed the provision cost plus a reasonable profit.

No private prices will accrue for services and access to service facilities subject to a payment for rail charges regulated in Rail Sector Law 38/2015, Title VI.

Price setting and application shall always be governed by the principles of objectivity, transparency, equal access and non-discrimination to Railway Undertakings and Applicants.

Prices approved for providing Intermodal Transport Unit (ITUs) Handling basic services shall be considered as maximum reference prices, allowing discounts or incentives thereon, at specific facilities, for certain services and under previously set conditions seeking facilities operation in satisfactory conditions of quality, competition and permanence.

For this purpose shall be established objective criteria justifying such deductions in maximum prices based on parameters and applicable conditions duly explicit and, where appropriate, specific agreements shall be established.

In order for Adif customers to know well in advance of a service request, that there are reduced prices and necessary objective conditions for their application, Adif shall include this information on their website, [www.adif.es](http://www.adif.es), and any subsequent updates of the Network Statement.

In aforementioned application conditions, the Freight Terminal (or set of these) and the specific service subject to the discount will be indicated.

Likewise, at least the price adjustment mechanisms, the period of validity and the commitments to be fulfilled by the beneficiaries will be established. Discounts/ incentives on prices shall apply in an objective, transparent and non-discriminatory way, ensuring equal treatment to all customers who meet the application conditions.

Prices for services provided by Adif, shall be paid to them and used to finance their activities, tending to ensure the financial equilibrium.

Charging policy will tend to create a dynamic that favors contention of operating costs, adapting investments to actual demand requirements, avoiding overcapacity or congestion problems.



## 5.3. Minimum Access Package and Prices

RUs and the rest of Applicants will be entitled to receive equal Minimum Basic Services to access RFIG, specifically, they will be entitled to:

- Proceed Rail Infrastructure Capacity Requests.
- Provision of allocated capacity.
- Use of railway infrastructure, including branching and deviations from the network.
- Train control, including signaling, regulation, shipping and the communication and provision of information on train traffic.
- Use of electrical supply equipment for traction currents, when available.
- Information on train traffic services and possible delays.
- Any other information required to implement or operate the service to which capacity has been allocated.

Annex L details the general use conditions of Information Systems, which the infrastructure manager makes available to Applicants/railway undertakings, and it also determines the information that Applicants/railway undertakings shall provide to the infrastructure manager in order to perform their functions.

### 5.3.1. FEES

Railway Fees satisfy taxable events such as the provision of services provided for in Rail Sector Act.

Following are the main Rail Fees, in force according to Rail Sector Act.

#### FEES OF THE STATE RAILWAY SAFETY AGENCY

As established by Rail Sector Act, these fees shall be managed and fixed by the State Railway Safety Agency.

These fees are taxable upon providing the services necessary to grant approvals, certifications, issuance of qualifications to railway personnel, issuance of railway undertaking licenses, Safety Certificates to railway undertakings and Safety Authorizations to railway infrastructure managers, by the State Railway Safety Agency.

These fees are:

- For granting, modifying or renewing the railway undertaking license, (Art. 76 of the Rail Sector Act).
- For granting the safety authorization of the railway infrastructure managers or the safety certificate of the railway undertaking, their issuance or modification, renewal or revision (Article 80 of the Rail Sector Act).

- Art. 84 Fees for approval of centres, certification of entities and rolling stock, granting titles and licenses, authorizations to register vehicles and put them into service.
- For the provision of services and activities in terms of railway safety (Article 88 of the Rail Sector Act.)

## FEES FOR RAILWAY INFRASTRUCTURE MANAGERS

As set by Rail Sector Act, the management and settlement of these fees correspond to the Railway Infrastructure Managers:

- \* Art. 93 Fee for a use or special use of goods in the public railway sector.

This fee is taxable if it is exclusively use for public railway goods made by granting or authorizations.

- \* Additional provision 24: Fee for reports and other actions.

This fee is taxable upon providing technical reports, issuing certificates and other optional actions in Decree 140/1960, article 4, of 4 February, validating the fee for reports and other actions in the proceedings brought before the railway infrastructure managers.

### Fee for using rail public property assets in an orderly or special manner

The taxable event of the tax is the private use or special use of public domain railway assets made by concessions and authorizations.

The payment of the fee shall not be required to natural persons or legal persons, other than capital companies, when the private use or special use of public domain assets does not entail an economic profit for the concessionaire, authorized person or contractor, and even if said usefulness exists, the use includes conditions or considerations for the beneficiary that cancels it or renders it irrelevant. This circumstance shall be recorded in the specifications or clauses of the authorization or concession.

Railway infrastructure managers shall be exempt from this fee.

The accrual of the fee shall occur with the initial granting and annual maintenance of the concession, authorization or award and shall be demandable in the corresponding amount and under the terms indicated in the conditions of the concession, authorization or award.

Taxpayers are concessionaires, authorized persons or contractors or, if applicable, those who subrogate themselves in lieu thereof.

Law 26/2022, of 19 December, has amended Law 38/2015, article 93.6 of 29 September of the railway sector and, since 1 January 2023, the amounts of the fees for normally or extraordinarily using goods in the public railway sector has been amended as follows:

MODE OF USE	TAXABLE BASIS	CHARGE
Subsoil or top used for cross-crossings of supply networks.	Square meter.	0.15 €/sqm-month
Subsoil or top used by supply networks for the railway system.	Square meter.	0.05 €/sqm-month
Other uses of subsoil or top.	Square meter.	0.30 €/sqm-month
Land urbanistically classified as non-urbanizable used by supply facilities.	Square meter.	0.35 €/sqm-month
Land urbanistically classified as urban or urbanizable, used by supply facilities.	Square meter.	0.68 €/sqm-month
Land used by supply facilities for the railway system regardless of its urban classification.	Square meter.	0.05 €/sqm-month
Land urbanistically classified as non-urbanizable for railway service connections of facilities and loading to the rail network.	Square meter.	0.05 €/sqm-month
Land urbanistically classified as urban or urbanizable for connections of rail service facilities and loading to rail network.	Square meter.	0.20 €/sqm-month
Land urbanistically classified as non-urbanizable for service facilities contemplated in this law, article 42, paragraph 1.	Square meter.	0.30 €/sqm-month
Land urbanistically classified as urban or urbanizable for service facilities indicated in this law, article 42, paragraph 1.	Square meter.	0.60 €/sqm-month
Other land occupations urbanistically classified as non-urbanizable.	Square meter.	0.40 €/sqm-month
Other land occupations urbanistically classified as urban or urbanizable.	Square meter.	0.70 €/sqm-month

The tax quota will be the result of applying to the taxable base, above rates per month or month section for every square meter of occupied area according to the mode of use.

The railway infrastructures manager shall pay this fee for natural years, with the exception of accruals for periods shorter than the calendar year, which shall be calculated for that fraction of the year.

## 5.3.2. RAILWAY TARIFFS

Railway tariffs are the amounts that infrastructure managers receive from railway undertakings for using the General Interest Railway Network lines and passenger stations, freight terminals and other service facilities.

Law 26/2022, of 19 December, amending Law 38/2015, of 29 September, on the railway sector, has amended CHAPTER II, railway tariffs and prices for using railway infrastructure and service facilities.

However, in accordance with transitional provision one in aforementioned Law 26/2022, a provisional application of existing fees and cancelling the amendment to certain sanctions, the system to determine railway tariffs in force upon an entry into force of this law shall continue to apply, until the approval and official publication of the values obtained in accordance with the system set therein.

### FRAMEWORK OF STANDARDS

Standards that apply to quantify rail tariffs and to set the corresponding rail tariffs are summarized below:

- Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 setting a single European railway area.
- Law 38/2015, of 29 September 29, of the Rail Sector.
- Commission Implementing Regulation (EU) 2015/909 of 12 June, concerning the methods for calculating costs directly attributable to railway service operation.
- Law 3/2013, of 4 June whereupon the National Commission of Markets and Competition is created (CNMC).
- Law 31/2022, of 23 December on 2023 General State Budget.

### QUANTIFICATION OF TARIFFS FOR USING THE LINES OF THE GENERAL INTEREST RAIL NETWORK AND COSTS DIRECTLY ATTRIBUTABLE TO RAIL SERVICE OPERATION

Directive 2012/34/EU of the European Parliament and the Council of 21 November 2012 defining a single European railway area, lays down the principles and procedures applicable to determine and collect tariffs for using railway infrastructures and service facilities. Rail Sector Act, Law 38/2015, of 29 September, implements into Spanish Law, the new standards included in Directive 2012/34/EU.

Article 31, in this Directive, states that the minimum access tariff, and access tariff to infrastructure connecting service facilities shall be equivalent to the costs directly attributable to railway service operations.

Rail charges tax the use of rail infrastructure and shall be set in accordance with the general principles of the infrastructure economic viability, efficient operation, market situation and financial balance upon providing services, and in accordance with equality criteria, transparency and non-discrimination.

Furthermore, considerations showing the degree of infrastructure congestion and proper functioning, the promotion of new rail transport services, in accordance with the effective operation of the General Interest Rail Network, shall be taken into account to set up an amount of rail tariffs, and the promotion of new rail transport services, and the need to encourage services on underused lines, ensuring, in any case, an optimal competition between railway undertakings.

To calculate the charges for using railway infrastructures, the costs directly attributable to the rail service shall be taken into account.

With a view to defining the methods to calculate costs directly attributable to railway service operation, and for the purpose of fixing the minimum access and access tariffs to infrastructures connecting to service facilities, the European Commission published Implementing Regulation (EU) 2015/909 on methods to calculate costs directly attributable to railway service operations.

To determine costs directly related to railway service operation, ADIF and ADIF AV have a cost model with a structure and methodology to calculate the tariffs in a causal, objective way, complying with Law 38/2015 and Implementing Regulation (EU) 2015/909.

The cost model allows to identify railway infrastructure managers:

- Costs underlying the tariffs for using railway lines in the General Interest Rail Network:
  - \* Costs directly attributable to rail services and therefore eligible to determine the charges, as well as costs considered ineligible to determine the charges, as under RE-2015/909.
  - \* The costs to be recovered by surcharges to the basic tariff (additions), in compliance with Law 38/2015, provided that the market can accept them, and with the aim of contributing to the economic sustainability of the infrastructures managed.
- Costs underlying the fees for using service facilities, in accordance with the criteria applicable to every modality thereof, in Law 38/2015.

With regard to the fee for using lines in the General Interest Rail Network, article 3 of RE-2015/909 provides that the direct costs of the network as a whole shall be calculated as the difference between, on the one hand, the costs for providing services of a minimum access package and access to infrastructures connecting to service facilities and, on the other hand, ineligible costs under article 4 in said regulation.

Furthermore, article 3 provides that costs used for calculations shall be based on payments made or planned by the infrastructure manager, and that calculated costs shall be consistently measured or calculated on the basis of data for the same period.

Article 3 also states that asset values used to calculate direct costs for the entire network shall be based on historical values or, where historical values are not available or current values are lower, on the latter.

It also provides for the possibility of the infrastructure manager to apply estimated values, current values or replacement values, provided that these values can be measured in a transparent, detailed and objective way, and duly justified by the regulatory body.

Adif and Adif-AV cost model begins by setting up historical costs and, for this purpose, the data corresponding to the last closed accounting year are used, and taking into account the regulatory environment described, the following process follows:

1. Identification of historical costs (actual costs set out in the latest income statement published by railway infrastructure managers) those incurred by the railway infrastructure manager to provide services of minimum access and access to infrastructures that connect with service facilities.



2. Identification, amongst above, of non eligible costs under Article 4 of RE-2015/909.
3. Identification of costs that Article 97 of Law 38/2015 considers recoverable after the addition provided for in Mode B) (art. 97.5.2. b).
4. Fixing costs directly attributable to the railway service from the costs referred to in previous sections.
5. Application of an econometric model based on analysing the behavior and/or cost distribution directly attributable to railway service provision during the last closed year, broken down by type of fee and type of line, and its transfer to the expense forecast in the year of the relevant fees.
6. Distribution of costs resulting from the application of this econometric model among rail services, according to weighting criteria differentiated by type of tariff
  - Costs underlying the tariff per capacity allocation (Mode A) are distributed by type of service according to the train-km reserved, understanding that the train-km reserved is the unit that best determines the capacity allocation process, traffic management and traffic safety costs, since the traffic volume affects these costs, instead of the train features.
  - The costs underlying the tariff for using railway lines (mode B) are distributed by type of service, weighing traffic according to the degradation of every service to the track. This mode concentrates infrastructure maintenance costs and conservation, so it is the most affected one by the impact of greater loads and its concentration per train axle, and the speed.

The degradation that every service produces on the road is calculated with the so-called Virtual Traffic, a measure defined in the UIC 714 R leaflet that aims at quantifying the contribution of different traffic to the infrastructure deterioration, taking into account not only the accumulated tons but also their greater or lesser aggressiveness on the track.

The variables affecting virtual traffic are, basically, the accumulated tons and their concentration (load per axle), the distribution and amount of motor and towed axles, traction, and dynamic effects (speed).

- Costs underlying the Tariff for using conversion and distribution facilities for traction electric power (mode C) are divided by type of service, according to the km-train driven by electric-powered railway lines in every service, since it is the traffic volume that determines the costs of converting facilities and distribution of electric traction energy, and not the train features.
- As for rail traffic forecasts on Adif and Adif-Alta Velocidad General Interest Rail Network, the methodology used is based on a model of overlapping layers based on the evolution of current traffic (base traffic), this method overlaps layers collecting the impact of new future infrastructure situations (new commissioning or downgrading of infrastructure or equipment in the General interest Rail Network) and the market (entry or exit of operating companies and evolution of rail traffic liberalization, for passengers and freight).
  - \* To determine the “base traffic”, its foreseeable evolution is analyzed, based on what happened in the current and previous year, as well as information provided by traffic management, capacity allocation areas, and relationship to clients (percentages of variation over the same period in the previous year, changes to the supply of trains, conjunctural situations, etc.).
  - \* To analyze the impact of infrastructure evolution, commissioning new infrastructure or equipment, or loss of infrastructure or equipment in the General Interest Rail Network, are identified, as well as those amendments to the rule of tariffs affecting traffic allocation to service type or line type, according to forecasts.

Direct traffic is assessed, i.e. the volume of traffic produced by every new route or change of equipment, as well as the induced traffic, that is, any change to the traffic volume produced by every new route, on the line to which it belongs and on other lines.

- ★ To analyze the impact of market evolution, the entry/exit effect of Companies operating in the General Interest Rail Network is quantified, and also the liberalization evolution of rail traffic - passengers and freight. For passenger traffic, framework agreements to liberalize passenger traffic on high-performance lines (type A) are taken into account. There is also a decrease in traffic that implies stopping the activity of companies that would stop operating in the future work.
- Allocation of underlying costs to different types of tariffs for using the service facilities owned by the general managers of railway infrastructures, as set up for every type of tariff, in Article 98.

Additionally, the costs to be recovered are analyzed through surcharges to the basic tariff (additions) in compliance with Law 38/2015, provided that the market can accept it, and with the aim of contributing to the economic sustainability of the Infrastructure Manager: Financial expenses, replacement costs for platforms, tunnels, bridges, track, buildings and means used for maintenance and conservation, as well as every cost necessary for a reasonable development of these infrastructures and costs that enable the Railway Infrastructure Managers to achieve the economic sustainability of the infrastructures they manage.

Law 26/2022, of 19 December, amending Law 38/2015, of 29 September, on the railway sector, has amended CHAPTER II, railway tariffs and prices for using railway infrastructure and service facilities.

However, in accordance with transitional provision one in aforementioned Law 26/2022, a provisional application of existing fees and cancelling the amendment to certain sanctions, the system to determine railway tariffs in force upon an entry into force of this law shall continue to apply, until the approval and official publication of the values obtained in accordance with the system set therein.

## **A. CAPACITY ALLOCATION TARIFF (MODE A).**

According to section 5 of article 97 of Law 38/2015, this mode affects process costs for allocating capacity, traffic management, traffic safety and replacing safety facilities, traffic control, directly attributable to rail service operation.

In order to apply the described model, the expenses for Traffic, Traffic Safety and Capacity Management divisions are considered for tariff modes.

## **B. TARIFF FOR USING RAILWAY LINES (MODE B).**

In accordance with section 5, article 97 of Law 38/2015, this mode includes costs of maintenance and preservation of railway infrastructure directly attributable to rail service operation.

In order to apply the described model, for this tariff mode, the expenses of maintenance divisions are considered, except for electrification specialties and gauge changers.

Underlying costs.- Underlying costs of this tariff mode shall be the result of subtracting from eligible expenses those recoverable by modes C, D and E as tariff for use of facilities (Law 38/2015, article 98), since these correspond to infrastructure maintenance within service facilities (tracks with platforms for passengers to get on and off, tracks with no platform for trains or vehicles, routes for loading and unloading freight, etc.).

## **C. TARIFF FOR USING FACILITIES TO TRANSFORM AND DISTRIBUTE POWER (MODE C).**

In accordance with section 5, article 97, Law 38/2015, this method affects maintenance and conservation costs of electrification facilities and replacement costs, directly attributable to rail service operation. Stations, including technical buildings, catenary, mobile stations and any other facility, equipment or item necessary to transform and distribute traction electric power, shall be considered as electrification facilities.

In order to apply the described model, this tariff mode includes the expenses for maintenance division power specialties.

Underlying costs.- Underlying costs of this tariff mode shall be the result of subtracting from eligible expenses those recoverable by modes C, D and E as tariff for use of facilities (Law 38/2015, article 98), since these correspond to traction power transformation and distribution facilities maintenance within service facilities (tracks with platforms for passengers to get on and off, tracks with no siding platform for trains or vehicles, tracks for loading and unloading freight, etc.).

## **QUANTIFICATION OF TARIFFS FOR USING SERVICE FACILITIES OWNED BY THE GENERAL MANAGERS OF RAILWAY INFRASTRUCTURES AND UNDERLYING COSTS, IN ACCORDANCE WITH THE CRITERIA SET FOR EACH TARIFF MODE IN LAW 38/2015.**

Implementing Regulation (EU) 2015/909 does not apply to determine recoverable costs through tariffs for service facilities use as referred to in article 98 of Law 38/2015. These costs coincide with the ones set by Law 38/2015.

In order to fix underlying costs for different tariff modes, the cost model described in the previous section is used, to identify aforementioned costs for using different service facilities provided for in Law 38/2015.

Law 26/2022, of 19 December, amending Law 38/2015, of 29 September, on the railway sector, has amended CHAPTER II, railway tariffs and prices for using railway infrastructure and service facilities.

However, in accordance with transitional provision one in aforementioned Law 26/2022, a provisional application of existing fees and cancelling the amendment to certain sanctions, the system to determine railway tariffs in force upon an entry into force of this law shall continue to apply, until the approval and official publication of the values obtained in accordance with the system set therein.

## **A. TARIFF FOR USING PASSENGER TRANSPORT STATIONS (MODE A)**

In accordance with section 4, article 98, Law 38/2015, this tariff mode, will take on the expenses related to station - category 1 to 5- maintenance and preservation, replacement and minimum basic service provision therein, monitoring service, and access control of passengers and their luggage. Category 6 stations shall include total operating expenses, including replacement expenses and financial expenses.

In order to fix the costs based on tariff calculation for using stations, different services provided at stations are differentiated, using the “Activity-based Costs” method, which is good to measure the cost of necessary activities during service provision, and considering only the ones corresponding to the Basic Service.

## **B. TARIFF FOR PASSING THROUGH GAUGE CHANGERS (MODE B)**

In accordance with section 4, article 98, Law 38/2015, costs in this tariff mode for using service facilities are directly linked to maintenance and replacement of gauge changers.

Cost amount to be collected with this tariff mode is obtained from identifying -in the corresponding expenditure items- maintenance costs of gauge changing facilities and replacement.

## **C. TARIFF FOR USING TRACKS WITH PLATFORMS AT STATIONS FOR TRAIN STABLING FOR COMMERCIAL PASSENGER SERVICES AND OTHER OPERATIONS (MODE C)**

In accordance with section 4, article 98, Law 38/2015, costs attributable to this tariff mode for using service facilities are those directly linked to maintenance and preservation of used facilities.

In order to determine underlying costs of this tariff mode, maintenance and preservation costs of tracks with platforms at passenger stations (C1 mode) are identified, and for C2 mode the costs directly linked to maintenance and preservation of used facilities.

## **D. TARIFF FOR USING TRACKS AT OTHER SERVICE FACILITIES: SIDING, TRAIN SETTING AND SHUNTING, MAINTENANCE, WASHING AND CLEANING, FUEL SUPPLY (MODE D)**

In accordance with section 4, article 98, Law 38/2015, costs linked to this tariff mode for using service facilities are directly attributable to using tracks for maintenance and restocking of facilities.

Maintenance costs are related to preventive maintenance as well as small repairs to keep the asset in working order.

Replacement costs are calculated based on asset historical values or according to estimated values or restocking values, given no past ones.

## E. TARIFF FOR USING LOADING POINTS FOR FREIGHT (MODE E)

In accordance with section 4, article 98, Law 38/2015, costs linked to this tariff mode for using service facilities are directly attributable to using tracks for maintenance and restocking of facilities.

### TARIFF AMOUNT

The railway tariffs that the infrastructure manager receives from railway undertakings for using the General Interest Rail Network lines and the service facilities owned by them are as follows:

- \* **Tariff for using lines of the General Interest Railway Network.**
- \* **Tariff for using service facilities owned by the railway infrastructure manager.**

Law 31/2022, article 86 of 23 December, on 2023 General State Budget, includes the rail charges from 1 January 2023, and it is indefinitely valid.

However, in accordance with transitional provision eight. Interim amendment of railway tariffs provided for in this law, article 86, in order to continue mitigating the effects of the crisis caused by COVID-19 on rail transport, the unitary amounts of the railway tariffs provided for in article 86 are void.

This provision shall be in force given no changes to the charges set out in Article 86. Meanwhile the railway infrastructure managers shall apply the following unit amounts for rail tariffs:

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## TARIFF FOR USING THE GENERAL INTEREST RAIL NETWORK

Tariffs levy for using rail lines on RFIG owned by Adif as well as for providing services inherent to such use, in the following ways:

- a) Tariff for capacity allocation (Mode A): for the allocation service of time periods, as defined in the network statement, to the corresponding applicants in order for a train to be able to run between two points for a certain period of time.
- b) Tariff for using railway lines (Mode B): by the action and effect of using a railway line.



c) Tariff for using the facilities to transform and distribute traction electric power (Mode C): by the action or effect of using the electrification facilities of a railway line.

Railway companies that use or obtain the capacity to run through the General Interest Rail Network shall be taxable persons. Tariff taxable persons shall also be considered for the allocation of capacity, transport agents, shippers and combined transport operators who, without being considered as railway undertakings, obtain capacity allocation.

Accrual of the tariff shall occur at the time of capacity allocation in Mode A and when the rail line is used in Mode B and the electrification facilities in Mode C.

Railway infrastructure manager shall pay the modes of these tariffs for natural months.

## TARIFF FOR CAPACITY ALLOCATION, MODE A

Capacity Allocation Tariffs govern a general right of use of time periods, as defined in the network statement, assigned to the corresponding applicants in order for a train to be able to run between two points for a certain period of time.

The amount shall be determined by multiplying the unit rate for each train-kilometre allocated, distinguishing by type of line affected and type of service.

There are two types of tariffs set, one for the services performed on lines type A and another one for those performed on the other lines.

TARIFFS FOR CAPACITY ALLOCATION, MODE A						
LINE TYPE	TYPE OF SERVICE / TRAIN					
	VL1	VL2	VL3	VCM	VOT	M
	€/ Allocated Train-km					
A	1.6767	1.4873	1.7350	1.6069	1.7776	0.4446
Other than A	0.5082	0.5133	0.5118	1.3851	0.4110	0.0724

“Reference Tables”, in this chapter, indicates the lines classified according to their type in Table 1 according to the characteristics of services and train types in Table 2.

**ADDITION TO THE TARIFF FOR ALLOCATION OF CAPACITY, MODE A**, for its inefficient use.

In order to continue being an incentive element for a rail network efficient use, the minimum difference percentages between allocated and used capacity - which are the basis to apply this addition - are fixed at 2 % for 2023 passenger services, and at 15 % for freight services.

The amount shall be determined by multiplying the unit rate for each train/km of difference, in absolute value, between the number of trains-kilometres allocated and the number of trains-kilometres performed, by type of line and type of service:

- For passenger services, for every difference in train kilometre, in absolute value, between the capacity allocated and that used in a month by type of line and type of service, where said difference is over 2% of the capacity allocated and if it exceeds said percentage.
- For freight services, for every difference in train/ kilometre, in absolute value, between the capacity allocated and that used in a month by type of line, where said difference is over 15% capacity allocated and if it exceeds said percentage.

ADDITIONAL CHARGES -MODE A						
LINE TYPE	TYPE OF SERVICE / TRAIN					
	VL1	VL2	VL3	VCM	VOT	M
€ / Train-km run in excess or in defect						
A	8.6371	3.4358	5.4446	3.3744	1.5089	1.2910
Other than A	0.9265	0.9358	0.9332	4.8849	0.7500	0.1319

The data recorded in the corresponding Adif traffic monitoring tools shall be taken into account for the purpose of determining the effective use of Capacities.

This addition to the full quota of the tariff is intended to optimize the rail network use, encouraging improvements in train programming processes by operators, and penalizing the difference between the allocated capacity and the actual capacity used;

It is intended to prevent an operator A from requesting paths to not use them and which therefore cannot be further allocated to another operator.

The request for special paths is also penalized outside the planning, as it interferes with the railway network capacity management by the infrastructure manager.

In both cases, Law 38/2015 sets margins to which the addition - 2% for passenger trains and 15% for freight trains - does not apply.

## TARIFF FOR THE USE OF RAILWAY LINES, MODE B

Tariff for using railway lines regulates the action and effect of using a railway line.

The amount shall be determined by multiplying the unit charge for each train-kilometre ran, distinguishing by type of line and type of service.

There are two types of tariffs set, one for the services performed on lines type A and another one for those performed on the other lines.

TARIFF FOR THE USE OF RAILWAY LINES, MODE B						
LINE TYPE	TYPE OF SERVICE / TRAIN					
	VL1	VL2	VL3	VCM	VOT	M
€ /Train-km Run						
A	3.6414	3.0043	3.7855	2.3316	0.9797	1.1055
Other than A	0.7247	0.7320	0.7299	1.9752	0.5865	0.1032

Table 1 in "Reference Tables", in this chapter, indicates the lines classified according to their type, and Table 2 according to the characteristics of services and types of train.

**ADDITION TO THE TARIFF FOR USING RAILWAY LINES, MODE B**, for the use of high performance networks or the operation of variable gauge services or other situations of high traffic intensity in certain time periods.

With this addition, the financial expenses shall be paid back as well as the replacement costs corresponding to the platform, tunnels, bridges, track, buildings and means used for maintenance and conservation, as well as those necessary for a reasonable development of these infrastructures and all costs that allow the railway infrastructure manager to achieve the economic sustainability of the infrastructures managed by it.

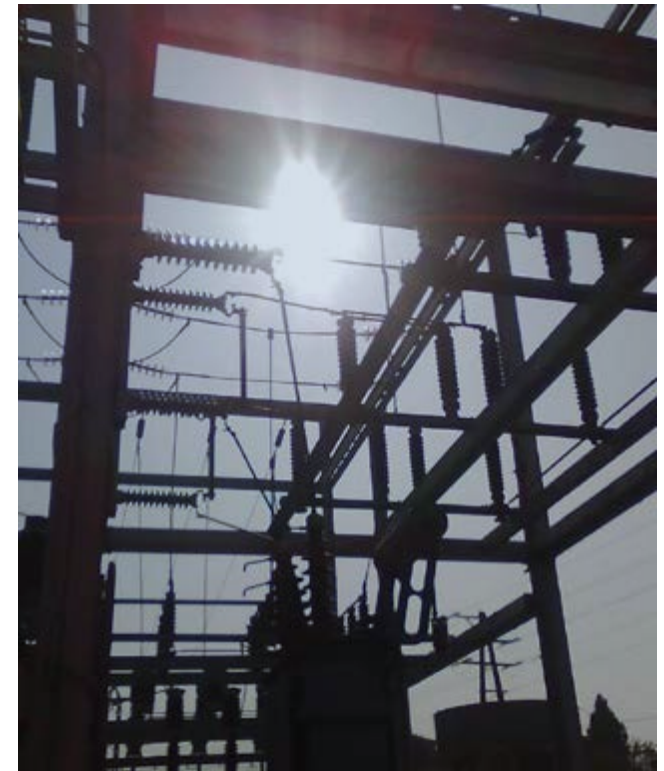
The amount of the addition shall be that resulting from applying the unit rate according to the following criteria:

- \* Passenger Services by Type A Lines: The amount shall be the result of multiplying the unit rate per every square kilometre, calculated on the basis of the usage tariff per train kilometre and for all the seats of the train for each route, differentiated by every type A line and type of service.
- \* Passenger services out of A lines: The amount of the addition shall be that resulting from multiplying the unit rate for each train kilometre calculated in the usage tariff

ADDITIONAL CHARGES -MODE B						
LINE TYPE	TYPE OF SERVICE / TRAIN					
	VL1	VL2	VL3	VCM	VOT	M
A	Offered € / 100 Seats-Km.					
Line Madrid-Barcelona-Frontera	1.7611	0.0000	0.3023	0.4959	0.0000	0.0000
Line Madrid - Toledo - Sevilla - Málaga	0.8647	0.0000	0.1962	0.3218	0.0000	0.0000
Other A lines	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Other than A	Train-km/€					
	0.0000	0.0000	0.0000	2.3597	0.0000	0.0000

## TARIFF FOR USING TRACTION ELECTRIC POWER CONVERSION AND DISTRIBUTION FACILITIES, MODE C

Tariff for using the facilities to transform and distribute traction electric power regulates the action or effect of using the electrification facilities of a railway line.



The amount shall be determined by multiplying the unit charge for each train-kilometre ran on electrified rail lines, distinguishing by type of line, type of service and traction type.

There are two types of charges set, one for the services performed on lines type A and another one for those performed on the other lines.

TARIFF FOR USING TRACTION ELECTRIC POWER CONVERSION AND DISTRIBUTION FACILITIES, MODE C						
LINE TYPE	TYPE OF SERVICE / TRAIN					
	VL1	VL2	VL3	VCM	VOT	M
	€ / Train-km					
A	0.4865	0.4315	0.5044	0.4665	0.5292	0.1855
Other than A	0.2018	0.2039	0.2033	0.5500	0.1635	0.0287

### Bonus to boost the growth of rail transport

Law 26/2022, of 19 December, amending Law 38/2015, of 29 September, on the railway sector, has amended CHAPTER II, railway tariffs and prices for using railway infrastructure and service facilities.

However, in accordance with transitional provision one in aforementioned Law 26/2022, a provisional application of existing fees and cancelling the amendment to certain sanctions, the system to determine railway tariffs in force upon an entry into force of this law shall continue to apply, until the approval and official publication of the values obtained in accordance with the system set therein.

In order to encourage the efficient operation of the rail network and to promote new rail transport services in accordance with Art 97 in the Rail Sector Act, a bonus shall be applied to the charges for using the General Interest Rail Lines modes A and B for annual traffic increases, in accordance with the following criteria:

- \* For lines A it shall be applied for every individual line combination and type of service.
- \* On other B, C, D y E lines, it shall apply to every line and service type combination.

It shall apply to the set of taxpayers operating on every combination.

In order to apply this bonus, the rail infrastructure manager shall annually establish in the Network Statement:

- The reference traffic, **TREF**, measured in train/km, which shall be the traffic that the rail infrastructure manager considers ordinary, according to the pre-existing situation or its foreseeable evolution. See Table of the "Reference Tables"
- The target traffic, **TOBJ**, measured in train/km, shall be the traffic that the infrastructure manager determines according to its market expectations of the infrastructures and services used. See Table of the "Reference Tables"

- C) The target bonus percentage for incremental traffic, **BOBJ**, applicable to incremental traffic when target traffic is reached according to traffic growth expectations. If the increase corresponds to an intermediate value between the reference traffic and the target traffic, a bonus lower than the target bonus shall be applied, applying a progressive system. See Table of the “Reference Tables”

The bonus to encourage the rail transport growth shall only apply if the traffic actually performed in a year is above the reference traffic determined by the infrastructure manager for every line combination and service type, and shall be calculated based on the growing traffic compared to the reference traffic under the terms set by Rail Sector Act.

The bonus shall be calculated by applying the formula that for this purpose includes the Rail Sector Act in its article 97.6.

## TARIFFS FOR USING SERVICE FACILITIES

Law 26/2022, of 19 December, amending Law 38/2015, of 29 September, on the railway sector, has amended CHAPTER II, railway tariffs and prices for using railway infrastructure and service facilities.

However, in accordance with transitional provision one in aforementioned Law 26/2022, a provisional application of existing fees and cancelling the amendment to certain sanctions, the system to determine railway tariffs in force upon an entry into force of this law shall continue to apply, until the approval and official publication of the values obtained in accordance with the system set therein.

This information is in chapter 7.

### TARIFF FOR USING PASSENGER TRANSPORT STATION, MODE A

This information is in chapter 7.

### TARIFF FOR RUNNING THROUGH GAUGE CHANGERS, MODE B

This information is in chapter 7.

### TARIFF FOR USING PLATFORM TRACKS AT TRAIN PARKING STATIONS FOR COMMERCIAL PASSENGER SERVICES AND OTHER OPERATIONS, MODE C

This information is in chapter 7.





## TARIFF FOR USING TRACKS AT OTHER SERVICE FACILITIES: SIDINGS, TRAIN COMPOSITION AND SHUNTING, MAINTENANCE, WASHING AND CLEANING, FUEL SUPPLY, MODE D

This information is in chapter 7.

## TARIFF FOR USING LOADING POINTS FOR FREIGHT, MODE E

This information is in chapter 7.

# REFERENCE TABLES OF TARIFFS FOR USING RAILWAY LINES

Law 26/2022, of 19 December, amending Law 38/2015, of 29 September, on the railway sector, has amended CHAPTER II, railway tariffs and prices for using railway infrastructure and service facilities.

However, in accordance with transitional provision one in aforementioned Law 26/2022, a provisional application of existing fees and cancelling the amendment to certain sanctions, the system to determine railway tariffs in force upon an entry into force of this law shall continue to apply, until the approval and official publication of the values obtained in accordance with the system set therein.

Below, the reference tables to apply the tariffs are specified in accordance with Rail Sector Law 38/2015, of 29 September. Based on the line classification criteria considering their technical characteristics, maintenance needs, the types of services provided and their intensity.

This classification is detailed below:

TABLE	CLASSIFICATION OF RAILWAY LINES
TYPE OF LINE	Characteristics
A	All lines and their links and bypass that allow a maximum speed over 200 kilometres/hour on 2/3 length.
B 1	It includes intercity routes, and their links and bypass, which are mainly used by or are essential for passenger services. Lines B1 are those that allow a speed over 160 kilometres per hour and less than or equal to 200 kilometres per hour in 2/3 of its length.
B 2	It includes intercity routes, and their links and bypass, which are mainly used by or are essential for passenger services. B2 shall be considered for routes that are not classified in types A, C or B1 whereon at least one of the following conditions exists: <ul style="list-style-type: none"> <li>• That passenger traffic is a majority and supposes at least 10 running per day.</li> <li>• It corresponds to a link with border.</li> <li>• It corresponds to the access to a Train Treatment Centre (CTT).</li> <li>• It corresponds to a link between paths classified as B.</li> </ul>
C 1	These are routes that make up commuter hubs. C 1 are hubs with a traffic density per line kilometre equal to or over 80 running per day.
C 2	These are the routes that make up commuter hubs. The other commuter hubs shall be classified as C2.
D	Routes that are not classified as A, B or C where at least one of these circumstances occurs: <ul style="list-style-type: none"> <li>• That freight traffic is a majority and supposes at least 2 running per day.</li> <li>• These are links and accesses to facilities associated to the transport of freight (sidings, ports, freight logistics facilities and private referrals).</li> <li>• There is an alternative line for the transport of passengers category A.</li> </ul>
E	Those not included in the previous types of line.

According to these parameters, the classification of the lines owned by Adif has been made, which are included in Annex I of this Network Statement. The kilometre summary of every existing line type is shown below.

LINE TYPE	LENGTH	
ADIF Ownership	KMS. LINE	%
A	84.1	1%
B1	395.3	3%
B2	4,245.5	36%
C1	1,062.0	9%
C2	1,544.9	13%
D	1,590.2	14%
E	2,767.2	24%
TOTAL	11,689.2	100%



TABLE	CHARACTERISTICS OF THE SERVICES AND TYPES OF TRAIN	
CLASS	TYPE	CHARACTERISTICS
Passengers		Long-distance passenger services, distinguishing the following sub-types:
	VL	<ul style="list-style-type: none"> <li>VL1.- Long-distance services, except for those designated as VL2, VL3 and VOT.</li> <li>VL2.- Long-distance services in variable gauge lines, provided that at least 10% their total route runs on Iberian-gauge lines, excluding those designated as VL3.</li> <li>VL3.- Long distance services in long transversal lines: routes over 700 km that have no origin, destination or intermediate stop in Madrid or its branch lines.</li> </ul>
	VCM	Commuter, city and intercity passenger services. <ul style="list-style-type: none"> <li>Urban or suburban services: those that run entirely within a commuter hub</li> <li>Intercity services: those that are not commuter or intercity with routes shorter than 300 kilometres. International trains and long-distance branch lines are excluded.</li> <li>Services declared as public service obligations</li> </ul>
	VOT	Trains and passenger material without passengers, including isolated machines, empty train movement, composition and testing.
Freight	M	All freight services, including loaded, empty, isolated machines and testing.

Testing services shall be trains running for the technical adjustment and calibration of newly manufactured railway vehicles, or of new or existing vehicles, which require authorization for their entry into service, as well as for the calibrating some of those components.

### The type of traction shall differentiate:

- \* E: trains with electric traction.
- \* D: trains with Diesel.

In accordance with the provisions of Rail Sector Act, the following is the nominal classification by category of stations and types of train for the purposes of Mode A.1

### Nominative Classification Station.

This information is in chapter 7.

### Minimum basic services of passenger transport stations

The railway infrastructure manager shall publish annually in the NS the catalogue of minimum basic services according to the category of passenger transport station.

This information is in chapter 7.

Trains shall be classified for the purposes of tariffs A-1 Mode for using passenger transport stations, mode A. 1, as follows:

### Types of Train for the purposes of Tariff Passenger Stations (Mode A. 1)

This information is in chapter 7



Table 2023 Reference Traffic in, TREF (in force since 01/01/2023)

		Types of service				
	Length (km)	VL1	VL2	VL3	VCM	M
Axle lines 16-A.V. Olmedo- Medina- Zamora- Galicia						
082 Bif. Coto Da Torre (Ourense) - Bif A Grandeira (Santiago)	84.1	N/A	385,899	35,082	451,678	N/A

Tabla 2023 Target Traffic, TOBJ (in force since 01/01/2023)

		Types of service				
	Length (km)	VL1	VL2	VL3	VCM	M
Axle lines 16-A.V. Olmedo- Medina- Zamora- Galicia						
082 Bif. Coto Da Torre (Ourense) - Bif A Grandeira (Santiago)	84.1	0	424,489	38,590	496,846	0

Target traffic was established for every line combination/service type specified in table 6 in reference traffic applying to these values + 10% increase

Tabla 2023 Target Bonus, BOBJ (in force since 01/01/2023)

		Types of service				
	Length (km)	VL1	VL2	VL3	VCM	M
Axle lines 16-A.V. Olmedo- Medina- Zamora- Galicia						
082 Bif. Coto Da Torre (Ourense) - Bif A Grandeira (Santiago)	84.1	N/A	50%	50%	10%	N/A

Target bonus applicable to every applicable line combination service/type VL1, VL2, VL3, VCM and M.



## 5.4. Basic Services and Prices

The services provided at any service facility in Rail Sector Law 38/2015, Article 42, of 29 September, are basic. Prices for providing basic services shall not exceed the cost of their provision plus a reasonable benefit.

Its provision is not mandatory and valid only if the service is offered by the service facility operator.

Basic services offered at all times by the railway infrastructure manager, through the Network Statement, shall be provided in a non-discriminatory manner to any railway undertaking or other applicant requesting them

Adif's offer of basic services at Freight Transport Terminals and Passenger Transport Stations, is included in Chapter 7. Service Facilities, as well as their respective prices.

Likewise, the descriptive leaflets of basic services provided within Freight Transport Terminals and Passenger Transport Stations, as well as their provision conditions, access conditions and prices; are available in this NS, Chapter 7 and in the Catalogue of descriptive leaflets of service facilities, as available on Adif website, annexed to this Network Statement.

## 5.5. Prices and Supplementary Services

Supplementary services at service facilities owned by Adif -to facilitate the operation of the rail system- shall be provided to Railway Undertakings and other Applicants in accordance with Art. 44 in Law 38/2015 of 29 September of the Rail Sector.

Ancillary services provided at service facilities shall be subject to prices freely agreed upon between the parties. However, where such services are provided by a single supplier, the prices applied by the supplier shall not exceed the cost of providing them plus a reasonable benefit.

Supplementary services offered at all times by the rail infrastructure manager, through the Network Statement or equivalent document shall be supplied in a non-discriminatory manner to any railway company requesting these.

Supplementary Services may be, in accordance with Section 18 of Annex I to Law 38/2015, of 29 September on the Railway Sector, the following:

- Traction current supply, the amounts paid for this concept shall be shown in the invoices separately from tariffs applied for using the railway infrastructures of electric power supply. (Service provided by ADIF- Alta Velocidad)
- Pre-heating passenger trains. (This service is neither offered by Adif nor ADIF- Alta Velocidad)
- Customized contracts for transport control of dangerous goods and assistance in traffic of special trains. (Service provided by Adif and ADIF- Alta Velocidad)

According to the provisions hereunder Adif offers to Railway Undertakings and other applicants the provision of the services set out in the following classifications:

## SUPPLEMENTARY SERVICES, GENERAL SCOPE

### SC-1 EXCEPTIONAL TRANSPORTS

**Description** This service consists in performing all tasks necessary for safety and assistance to Exceptional Transport Traffic.

**Associated Operations**

- Research performed by Adif associated with the feasibility and safety of transport traffic.
- Running plan.
- Escort, transport assistance and traffic support vehicles.
- Extraordinary opening of stations.
- Support and safety services contracted.

**Invoicing Unit**

Per Study

- Per Running Plan
- Per service

**Conditions of application** These traffics are governed by national and international regulations in force for Exceptional Transports, Gauges Technical Instruction and UIC leaflet 502/1. Given any communication to suppress or change the running date of Exceptional Transport less than 72 hours in advance and given no force majeure, the R.U. shall pay 15% estimated costs value for the transport provision.

SC-1	EXCEPTIONAL TRANSPORTS	INVOICING UNIT	PRICE YEAR 2022
	Studies by Adif associated with the viability and safety of transport traffic.	BY STUDY	93 € / h /agent
<b>RUNNING PLAN</b>			
	Itinerary A territorial operating area (*)	RUNNING PLAN	950 €
	Itinerary TWO or more operational	RUNNING PLAN	1,500 €
	Territorial areas (*)	SERVICE BORROWED	68 € / h /agent
	Transport escort and assistance	SERVICE BORROWED	658 €/100 Km. and 6.6 €/Km. When it exceeds the initial 100 Km
	Vehicles supporting traffic (**)	SERVICE BORROWED	68 € / h /agent
	Extraordinary opening of Stations	SERVICE BORROWED	Cost of the service
(*) Operating territorial areas are those that appear annually in the maps of the Network Statement.			
(**) Traffic of trucks and other necessary equipment before or after Exceptional Transport.			

The Prices for 2023 stated in this document will only apply to Supplementary Services provided at service facilities or the General Interest Railway Network and railway service areas, which are managed by Adif.

These prices will be valid as from 1 January 2023 until 31 December 2024, or longer until new ones are approved.

## SUPPLEMENTARY SERVICES, GENERAL SCOPE

### TRACTION ENERGY SUPPLY

SC-2

Service provided by ADIF Alta Velocidad. In accordance with Royal Decree 1044/2013, of 27 December approving the Statutes of the state-owned company ADIF-Alta Velocidad, in article 3. Adif-Alta Velocidad shall acquire power to supply electric current to the railway system. The terms of service and prices for this service are available in ADIF-Alta Velocidad Network Statement

## 5.6. Prices and Ancillary Services

Services that Rus may request to the rail infrastructure manager or other providers.

Ancillary services provided at service facilities shall be subject to prices freely agreed upon between the parties. However, where such services are provided by a single supplier, the prices applied by the supplier shall not exceed the cost of providing them plus a reasonable benefit.

The service facility operator shall not be obliged to provide such services, but should he offer these to a railway undertaking, it shall provide them in a non-discriminatory manner to any railway undertaking requesting these.

Ancillary service provision shall be performed under private law.

In accordance with Section 19 of Annex I, Law 38/2015, of 29 September of the Railway Sector, ancillary services may be the following:

- Access to telecommunication network.
- Provision of supplementary information.
- Rolling stock technical inspection.
- Ticketing services in passenger stations.
- Rolling stock heavy maintenance services require specific facilities to perform duties that are out of daily routine operations and require the vehicle to be removed from service.

Ancillary service supply - as well as the prices - by Adif at Freight Terminals and Passenger Stations, is included in Chapter 7. Service Facilities.

Likewise, the descriptive files of ancillary services provided within Freight Terminals and Passenger Stations, as well as the terms of provision, access conditions and prices, are available in this NS, chapter 7, and in the catalogue of descriptive leaflets of this Network Statement's service facilities.

In accordance with railway sector Law 38/2015, article 102, of 29 September on prices and conditions of access to basic, supplementary and ancillary services provided by all operators at service facilities, as referred to in aforementioned Law, Annex I, paragraph 20, the opening and closing times shall be communicated to the infrastructure manager who will publish them in the network statement or they shall indicate a website where such information can be obtained free of charge in electronic format.

## 5.7. Sanctions and Financial Incentives

### 5.7.1. PENALTIES FOR PATH MODIFICATIONS

Not applicable.

### 5.7.2. PENALTIES FOR PATH VARIATIONS

Not applicable.

### 5.7.3. PENALTIES FOR NOT USING THE PATH

Addition to tariffs for capacity allocation, mode A, due to an inefficient use thereof.

The amount shall be the result of multiplying the unit rate by each train-km difference, in absolute value, between the number of train-kilometres allocated and the amount of train-kilometres performed, by type of line and type of service:

- To passenger services, for every train/kilometre difference - in absolute value - between the allocated capacity and the used one in a month by type of line and type of service, should said difference be over 2% of capacity allocated and if it exceeds said percentage.
- To freight services, for every train/kilometre difference - in absolute value - between the allocated capacity and the used one in a month by type of line, should said difference be over 15% allocated capacity and if it exceeds said percentage.

For more information, see Section 5.3 in this Chapter.

Given non-compliance with Framework Agreements.



## 5.7.4. PENALTIES FOR PATH CANCELLATION

Addition to tariffs for capacity allocation, mode A, due to an inefficient use thereof.

The amount shall be determined by multiplying the charging unit by each train-km difference, in absolute value, between the amount of allocated train-kilometres and the amount of train-kilometres performed, by line type of and service type:

- To passenger services, for every train/kilometre difference, in absolute value, between the allocated capacity and the one used monthly by line type and service type, should said difference be over 2% allocated capacity and when it exceeds said percentage.
- To passenger services, for every train/kilometre difference, in absolute value, between the allocated capacity and the one used monthly by line type, should said difference be over 15 %.

For more information, see Section 5.3 in this Chapter.

Given non-compliance with Framework Agreements.

### Penalties for non-use of allocated capacity at Service Facilities

Penalties for not using allocated capacity at service facilities are included in Chapter 7. Service Facilities.

## 5.7.5. INCENTIVES / DISCOUNTS

### 1.º Bonus to encourage rail transport growth

Law 26/2022, of 19 December, amending Law 38/2015, of 29 September, on the railway sector, has amended CHAPTER II, railway tariffs and prices for using railway infrastructure and service facilities.

However, in accordance with transitional provision one in aforementioned Law 26/2022, a provisional application of existing fees and cancelling the amendment to certain sanctions, the system to determine railway tariffs in force upon an entry into force of this law shall continue to apply, until the approval and official publication of the values obtained in accordance with the system set therein

In order to encourage an efficient railway network operation and to promote new railway transport services in accordance with Art. 97 Rail Sector Act, a bonus shall be applied to the tariff for using lines in the General Interest Rail Network, modes A and B, for annual traffic increases.

For more information, see Section 5.3 in this Chapter.

### 2.º Bonus to incentivize ERTMS system implementation.

Bonuses in tariff modes A and B may be introduced in general State budgets laws to encourage ERTMS system implementation in trains. These bonuses will not have an impact on the railway infrastructure manager income.

These discounts shall exclusively affect the lines integrated in railway corridors, as specified in 2009/561/EC Decision, provided that for commercial traffic the use of trains equipped with ERTMS is not mandatory in said infrastructures.



### 3° Bonus to promote the use of infrastructure available capacity.

In order to promote the use of infrastructure available capacity, the infrastructure manager may introduce a tariff bonus for using lines that make up the General Interest Railway Network, in modes A and B, as applicable to certain paths available in a rail infrastructure line section. Said bonus shall be published in the General State Budget Law, and shall be guided by the following criteria:

The bonus paths shall be determined. Said paths may cover a rail line, section thereof, or be a set of paths covering a line or a section therein, or a geographical area determined by rail line sections.

A time interval shall be determined within a service validity period during which the bonus will be in force.

The traffic in the bonus strips shall be related to the bonus set for the tariff. Traffic may be determined by train-kilometres, frequency amount, passenger amount or passenger-kilometre amount. Different bonuses may be set within the same time interval and for different traffic volumes.

Upon publishing the discount, railway undertakings may present a traffic volume that they undertake to perform in a period determined by the manager.

Depending on the traffic volume, the total tariff for an interim period to be paid by the operator shall be determined applying the corresponding bonus.

The fee resulting from the entire period shall be monthly paid by the operator during the bonus valid period in equal parts.

The operator on a monthly basis shall pay the tariff resulting from the entire period during the bonus validity period in equal parts.

Only the tariff part corresponding to traffic not performed and therefore are below the traffic committed by the railway undertaking shall be returned if said traffic decrease is not attributable to the railway undertaking.

The manager may state that, should the railway undertaking perform more traffic than the committed one, said traffic shall be rewarded with a percentage of planned bonus.

### BONUSES FOR USING SERVICE FACILITIES.

Bonuses for using service facilities are included in Chapter 7. Service Facilities.

## 5.8 Performance Scheme

In accordance with Art. 96, Rail Sector Act, the tariff system shall encourage rail undertakings and also the railway infrastructure manager to minimize disturbances and improve the operation of the General Interest Railway Network. The basic principles of this incentive system shall apply to the whole network.

11 February 2015, Order FOM 189/2015 was published in the Official Gazette (updated by Order FOM 642/2018, of 13 June), which develops the basic incentive application principles in the system of tariffs for using railway infrastructures.

The performance scheme shall ensure a non-discriminatory treatment, transparency, objectivity based on facts and events that can be quantified, checked and verified, consequently it shall be a truthful, reliable and auditable system that guarantees the integrity of all system data, whilst sharing the operational information between the railway infrastructure manager and the RU.

This system includes the taxation of penalties (malus) for actions, which disrupt the operation of the network, granting compensation (bonus) to entities, which suffer from disruption, and granting premiums to obtain better results than expected.

In accordance with afore, Adif agreed with the Railway Undertaking and Applicants the main incentive system (PPSI) parameters. In compliance with aforementioned FOM Order the values are indicated as follows:

TABLE 1 P. P. S. I INDICATORS FOR TRAINS PER PRODUCT		
PRODUCT	PUNCTUALITY MARGIN	OBSERVATIONS
Long distance AV	15'	
Medium distance AV	15'	
Long distance not AV	30'	
Medium distance not AV	30'	
Commuter	20'	
Freight	100'	With the parameter of Adjusted Offer and Net Delay



For every running, the railway infrastructure manager shall determine the arrival delay at destination, based on the following data:

**PASSENGER TRAINS.**- If the delay on arrival (RLL) of each train exceeds P.P.S.I indicator (Ip), it shall be considered an unpunctual train:

$$RLL > I_p = \text{Unpunctual train}$$

The difference, measured in minutes, between the delay on arrival (RLL) and P.P.S.I indicator (Ip) determines the Computational Delay (Rc):

$$R_c = RLL - I_p$$

**FREIGHT TRAINS.**- If the net delay (Rn) of each train exceeds P.P.S.I indicator (Ip), it shall be considered an unpunctual train.

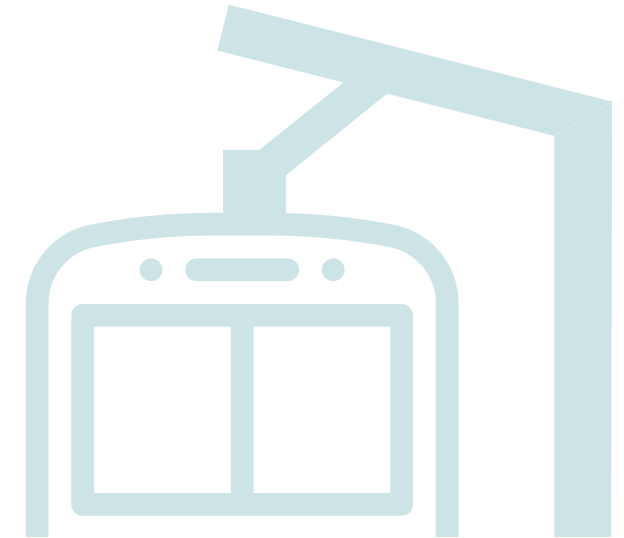
$$R_n > I_p = \text{Unpunctual train}$$

The difference, measured in minutes, between the net delay (Rn) and P.P.S.I indicator (Ip) determines the Computable Delay (Rc):

$$R_c = R_n - I_p$$

Table 2.- Suppressed trains shall generally be unpunctual for the purposes of the performance scheme. In order to determine the value of the computable delay for suppressed trains, these shall be considered to have reached destination with a computable delay equivalent to:

INDICATOR DELAY VALUE FOR SUPPRESSED TRAINS		
PRODUCT	MINUTES DELAY VALUE	OBSERVATIONS
Long distance AV	30'	
Medium distance AV	30'	
Long distance	40'	
Medium distance	40'	
Commuter	20'	
Freight	90'	Trains suppressed by RUs at origin shall neither be considered or changes at the planned destination.



The unit value (V) for every minute of liable delay will be as follows:

	Train itself (bonus for Adif)	HS trains other Applicant	Other trains of another applicant
Delay caused by Adif	-	10 €/min	1 €/min
Delay caused per AV train	10 €/min	10 €/min	1 €/min
Delay caused by non-AV train	1 €/min	1 €/min	1 €/min

## Incentive Program Evaluation

In order to achieve an adequate level of results, analysing such implementation and enriching it with the experience of the railway system, the railway infrastructure manager has developed the performance scheme progressively, in the following phases:

**PHASE 1.-** Implemented in 2018 and exclusively applicable to high-speed passenger trains.

**PHASE 2.-** Implemented in 2019, it extended the application of the system to all trains running on the General Interest Rail Network, with the exception of Commuter trains.

**PHASE 3.-** Work continues on the necessary developments to incorporate commuter trains into the incentive system. Implementation is planned for 2023.

### Incentive System Monitoring Committee.

The Incentive Monitoring Committee - as prescribed by OM FOM/189/2015 is made up of the railway infrastructure manager and railway undertakings, with the participation of the National Stock Exchange Commission (CNMC). In 2018 it was constituted and by the end of the year the undertakings that operated in the General Interest Rail Network were incorporated. Ever since, any new undertaking that starts operating in the General Interest Rail Network is automatically incorporated into this committee.

INCENTIVE SYSTEM. Economic balance 31/12/2022 (Figures in Euro)		
	Railway Undertaking	Adif
Balance	-278,258.82	278,258.82

INCENTIVE SYSTEM. BALANCE to 31/12/2022			
Railway Undertaking	Bonus	Malus	Balance
Railway Undertaking 1		274.00	-274.00
Railway Undertaking 2	6,723.91	40,422.59	-33,698.68
Railway Undertaking 3	48.00	291.30	-243.30
Railway Undertaking 4	3,665.36	46,054.34	-42,388.98
Railway Undertaking 5	160.00	160.00	0.00
Railway Undertaking 6	897.81	6,460.29	-5,562.49
Railway Undertaking 7		4.20	-4.20
Railway Undertaking 8	811.47	1,691.81	-880.35
Railway Undertaking 9	203.53	3,191.72	-2,988.19
Railway Undertaking 10	1,660.33	4,898.66	-3,238.33
Railway Undertaking 11	23.52	21.70	1.82
Railway Undertaking 12	52,099.35	167,145.33	-115,045.98
Railway Undertaking 13	45,532.02	113,959.35	-68,427.33
Railway Undertaking 14	467.44	3,022.39	-2,554.95
Railway Undertaking 15	1,281.82	4,235.70	-2,953.88
TOTAL			-278,258.82
Manager	Bonus	Malus	Saldo
Adif	371,925.62	93,666.80	278,258.82

Figures in minutes

## Summary of information related to disaggregation by type of delay.

INCENTIVE SYSTEM GROUP	January/December 2022			
	Trains		Minutes	
	Total	%	Total	%
A.3 Errores en el procedimiento de las operaciones.	32.23	0.27%	804.95	0.17%
A.5 Personal.	10.32	0.09%	553.20	0.11%
A.6 Otras causas.	76.86	0.64%	4,939.09	1.02%
B.1 Instalaciones de señalización.	998.86	8.27%	25,963.50	5.35%
B.3 Instalaciones de telecomunicaciones.	19.97	0.17%	1,205.52	0.25%
B.4 Equipo de suministro de corriente.	389.42	3.23%	17,537.90	3.61%
B.5 Vía.	101.95	0.84%	2,916.03	0.60%
B.6 Estructuras.	1.17	0.01%	29.92	0.01%
B.7 Personal.	2.00	0.02%	123.00	0.03%
B.8 Otras causas.	59.91	0.50%	2,294.05	0.47%
C.1 Trabajos de construcción planificados.	307.42	2.55%	14,093.49	2.90%
C.2 Irregularidades en la ejecución de los trabajos de construcción.	271.80	2.25%	14,518.40	2.99%
C.3 Restricciones de la velocidad a causa de vías defectuosas.	408.58	3.38%	8,216.49	1.69%
C.4 Otras causas.	5.06	0.04%	471.27	0.10%
F.5 Problemas que afecten a los coches, locomotoras y automotores.	0.00	0.00%	0.00	0.00%
<b>ADIF</b>	<b>2,685.57</b>		<b>93,666.80</b>	

INCENTIVE SYSTEM GROUP	January/December 2022			
	Trains		Minutes	
	Total	%	Total	%
E.1 Rebasamiento del tiempo de parada.	458.94	3.80%	6,151.67	1.27%
E.2 Solicitud de la empresa ferroviaria.	3,025.98	25.06%	126,958.09	26.15%
E.4 Irregularidades en la carga.	59.26	0.49%	4,254.14	0.88%
E.5 Preparación comercial del tren.	134.88	1.12%	10,199.89	2.10%
E.6 Personal.	68.68	0.57%	4,711.05	0.97%
F.1 Planificación/replanificación del registro.	92.85	0.77%	1,983.79	0.41%
F.2 Formación del tren por la empresa ferroviaria.	1,197.19	9.92%	40,609.81	8.36%
F.3 Problemas que afecten a los coches (transporte de viajeros).	8.25	0.07%	165.11	0.03%
F.4 Problemas que afecten a los vagones (transporte de mercancías).	187.98	1.56%	15,811.84	3.26%
F.5 Problemas que afecten a los coches, locomotoras y automotores.	3,444.69	28.53%	153,070.73	31.53%
F.6 Personal.	709.82	5.88%	27,917.27	5.75%
<b>EMPRESA FERROVIARIA</b>	<b>9,388.52</b>		<b>391,833.38</b>	
<b>TOTAL GENERAL</b>	<b>12,074.09</b>		<b>485,500.18</b>	



# 5.9. Updating or Ammending Fees, Tariffs, and Prices

## RAIL FEES AND TARIFFS

Law 26/2022, of 19 December, amending Law 38/2015, of 29 September, on the railway sector, has amended CHAPTER II, railway tariffs and prices for using railway infrastructure and service facilities.

However, in accordance with transitional provision one in aforementioned Law 26/2022, a provisional application of existing fees and cancelling the amendment to certain sanctions, the system to determine railway tariffs in force upon an entry into force of this law shall continue to apply, until the approval and official publication of the values obtained in accordance with the system set therein.

Rail Sector Act determines that the general managers of railway infrastructure shall, among other functions, determine, review and collect the tariffs for using the railway infrastructures, according to the legal and regulatory applicable regime.

Railway infrastructure managers shall fix the tariffs, which shall be known as the Regulation to determine railway tariffs.

This provision shall be approved by the Board of Directors and thereupon the tariffs, additions, surcharges and other items in the tariff system shall be annually reviewed.

Exceptionally, and if market conditions vary, this review may be objectively and effectively carried out before ending the one-year period.

The explanatory part of the Regulation fixing railway tariffs shall justify its adaptation to the principles of necessity, efficiency, proportionality, legal certainty, transparency, and compliance with the rules of law, efficiency, social profitability and environmental sustainability.

In order to approve this provision, on the basis of the principles set out in afore paragraph, the following procedure will be followed:

The proposal for an annual amendment or exceptional review of the amounts resulting from the Articles 97 and 98 shall be prepared by the railway infrastructure manager, together with the corresponding economic and financial report.

This report shall give an opinion on the cost or value of the resource or activity in question based on European Union law and the explanation for the suggested amount. The calculation costs shall be based on made or planned payments.

It will also include a brief reference to the economic and budgetary impact, the contents, the timeliness of the provision subject to approval and the alternatives, the explanation in this article and the distribution of competences.

This proposal will establish the specific values in the system of royalties and will be published on the website of the infrastructure manager in order to give audience, during a non-extendable period of fifteen calendar days, to the affected citizens, obtaining as many additional contributions as possible by other people or entities.

During this period, the proposal shall be consulted with the payers of fees, in accordance with Law 38/2015, articles 97.2 and 98.2, and with the autonomous communities, which may submit the corresponding report before the end of these fifteen days.

Finally, the final version of the proposal shall be submitted to a report by the National Commission on Markets and Competition, monitoring the compliance with the provisions laid down in European Union or Rail Sector Law.

The values obtained following the procedure referred to in the previous paragraph shall be approved by the railway infrastructure managers, in the relevant Regulation determining railway tariffs.

Upon approving this Regulation, it shall be published in the "State Official Gazette" and its values shall be included in the network statement in accordance with Rail Sector Law 38/2015, article 32, and with Annex III.

Anyway, the National Commission for Markets and Competition may exercise the powers granted by its creation law, to monitor the amount of fees.

The activity program of the general infrastructure managers provided for in Rail Sector Law 38/2015, article 25.4, shall include a forecast of updates of tariffs during the period of said program. The suggested amendment or update indicated in this article, paragraph 1, shall be based on said proposal, thus, the amounts may not be increased individually by more than five percent, compared to those indicated in the activity program, except for exceptional reasons that must be justified in the economic and financial report of said year.



## PRICES FOR PROVIDING BASIC, SUPPLEMENTARY AND ANCILLARY SERVICES

The provision of Basic (except for those governed by Article 98, Law 38/2015, Rail Sector Act), Supplementary and Ancillary Railway Services, is subject to private price payment.

The service facility operators shall approve and publish the prices for the provision of basic, supplementary and ancillary services.

Price setting and application shall always be governed by the principles of objectivity, transparency, equal access and non-discrimination for Railway Undertakings and Applicants.

Service facility operators shall approve and publish the prices to provide basic, supplementary and ancillary services.

The prices approved for providing Handling Intermodal Transport Units (ITUs) basic services shall be considered to be the maximum reference prices, enabling discounts or incentives thereon at specific facilities, for certain services and under certain terms previously agreed upon, with the aim of seeking Facilities Operations under quality, competitiveness and permanent satisfactory conditions.

Therefore target criteria shall be set to justify these reductions on maximum prices based on applicable parameters and conditions duly specified and, where appropriate, under specific agreements. In order for railway infrastructure manager clients to be able to find out well in advance of the service request, applicable reduced prices under certain terms, the railway infrastructure manager will include this information on their website, [www.adif.es](http://www.adif.es), and in successive Network Statement updates.

Under aforementioned application conditions, the Freight Transport Terminal (or set of these) and the specific service subject to the discount shall be indicated. In the same way, at least the price adjustment mechanisms, the validity period and commitments that the beneficiaries shall comply with shall be set.

Price discounts/incentives shall apply in an objective, transparent and non-discriminatory way, ensuring equal treatment to every client complying with application conditions.

The prices for services provided by the railway infrastructure manager shall be payable to the latter and shall finance their activity, aiming at ensuring a financial balance.

The pricing policy will tend to create a dynamic that favours operating expenses containment, adapting investments to demand real requirements, avoiding overcapacities or congestion problems.

# 5.10. Fees, Tariffs, and Prices Payment

## FEES AND TARIFFS INVOICING

Fees for using assets in the public railway domain (article 93 Law 38/2015). The rail infrastructure manager shall pay this fee for natural years, with the exception of accruals for periods shorter than the calendar year, which shall be calculated for that fraction of the year.

Regarding Rail Tariffs, the modes described may be liquidated either individually or jointly, under the terms of Law 38/2015 of 29 September ruling the payment terms and means of amounts due. The income from Tariffs for using rail infrastructures shall be paid by RUs or Authorized Applicants - for Modes D and E also rail rolling stock owners- upon a corresponding payment receipt, under the terms, periods and other conditions indicated in Rail Sector Act.

Regarding payable amounts, indirect taxes on service provision subject to tax shall apply under the terms established in the current legislation.

Questions that are not covered in this section shall be governed by Rail Sector Act and General State Budget Law fixing the prices of Rail Tariffs.

## PRICE INVOICING FOR PROVIDING BASIC, SUPPLEMENTARY AND ANCILLARY SERVICES

Economic considerations shall be required upon service request, activity performance or the use in question, and shall be made effective under the conditions set when these are fixed or updated.

Prices shall be payable by the Railway Undertaking or other Applicants that requested services from Adif.

Action to request payment of prices for services provided directly by Adif shall prescribe five years after service provision.

The rail infrastructure manager may suspend the service provision given non-payment of the corresponding prices, prior express communication addressed to the obligor to pay. Service suspension will remain until the debt is paid or sufficiently guaranteed. Likewise, The rail infrastructure manager may request deposits, guarantees, payments on account or any other sufficient guarantee to collect the amount of Charges for the services provided.

The ordinary jurisdiction is responsible for resolving any controversy that may arise related with determining or paying the Prices, without enforcing procedures set for non-payment cases in the General Collection Regulation, approved by Royal Decree 939/2005, of 29 July and without prejudice to the corresponding competences of the National Commission of Markets and Competition, in accordance with Law 3/2013, of 4 June.



# 6

## OPERATIONS

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# 6.1. Introduction

This section shows the standards relating to obligations that the railway undertaking or applicant and the infrastructure manager shall follow for train and shunting operations.

On the other hand, operation of railway services requires to adequately coordinate the information from the infrastructure manager and applicants, as well as from railway undertakings providing services.

Annex L details the general terms to use information services that the infrastructure administrator makes available to applicants and determines the information to be provided by applicants to the infrastructure manager in order to properly perform their duties

# 6.2. Operating standards

Railway traffic ruling sets the general operating rules so that trains running, and shunting is safely performed, efficiently and on time, both under ordinary and degraded operating conditions, including their effective recovery after an interruption. Likewise, the document provides a unique regulatory framework for operational processes in which there is a direct interface between the Infrastructure Manager (I) and the Railway Undertaking (RU), unifying the operating criteria of different IAs for different network gauges.

In accordance with R.D. 929/2020, article 5, the General Interest Railway Network shall be subject to Railway Traffic Standards approved by Royal Decree 664/2015, of 17 July, or any safety regulation approved by the Ministry of Transport, Mobility and Urban Agenda, and any development provision in the Railway Traffic Regulation.

Furthermore, all personnel with duties related to rail traffic safety in the Railway Network of General Interest are bound to know the Railway Traffic Regulations and other rail safety regulation, safety management system or internal rule in their entities that may affect them, whilst performing their duties, see chap. 7 Conditions of Use of the Facilities.

In accordance with the European Railway Safety Directive, the liability of a safe operation in the railway system and any risk control thereto linked lies with the railway infrastructure manager and the RU. They are therefore obliged to define and implement the necessary risk control measures and, where appropriate, to cooperate with each other. Therefore, IM and RU Safety Management Systems (SGS, Sistemas de Gestión de la Seguridad) shall set up internal rules - according to current standards - or any necessary procedure to ensure compliance with this Regulation and any other national or European safety standards, including any Common Safety Method or TSI on Traffic Operation and Management.

The rail infrastructure manager has in its Management Safety System (SGS) a set of essential standards and provisions for train traffic and shunting, safely and efficiently performed. Staff involved in performing tasks related to traffic is bound to know them, in the part that affects them, in order to be able to apply them when performing their duties.

Where the personnel involved in duties related to traffic are not employed by Adif, but perform activities for Adif (railway undertakings providing services to railway undertakings ...), shall have the necessary documentation and information handed over by Adif SGS.

Atlantic and Mediterranean Rail Freight Corridors, shall be governed by regulation on traffic flow on every network of the various infrastructure managers where trains run. Consequently, routes along ADIF- Alta Velocidad owned Network shall be governed by national standards.

Railway Traffic Standards. Railway Traffic Standards in force, as well as any supplementary standard, is available on AESF website [www.seguridadferroviaria.es](http://www.seguridadferroviaria.es)

In chapter 7 under this Network Statement, access conditions to service facilities are detailed in section 7.3.1, indicating the general principles that shall be taken into account - in the facility owner obligations and RUs obligations - these include a need to coordinate - both by the railway infrastructure manager and railway undertakings - the safety management system procedure – SGS - that shall govern the service provision or receiving terms.

Likewise, the facility owner shall provide railway undertakings with a list of authorized personnel, as well as the training programs that are a basis to grant authorizations. It is also the obligation of RUs to qualify personnel providing services at a service facility.

Regarding Rail Safety, some applicable criteria and conditions are detailed below:

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## GENERAL CRITERIA

Railway rolling stock shall be duly approved for traffic and the personnel involved in running processes shall have the corresponding professional authorization, in accordance with applicable regulations at all times, taking into account that a Railway Undertaking - or the railway infrastructure manager, from time to time – shall be liable for stabling operations and obligations, rolling stock immobilization deposited at the service facility, train setting, as well as signalling, formation and braking, and load arrangement in wagons, in the event of train commissioning inherent to their own activity.

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## OPERATING CONDITIONS

The power to direct train traffic and shunting corresponds to the rail infrastructure manager signalman, and he/she may be assisted in the process of traffic by RU personnel or the rail infrastructure manager, which the corresponding professional authorization.

This personnel shall perform under orders from the signalman certain tasks as required, such as point operation and barriers at level crossings, shunting and other complementary tasks. Therefore it is necessary to have available service tools and media as provided for under the standards in order to ensure the adequate transmission of orders and information on traffic processes.

The rail infrastructure manager shall activate line diversions if completely arising from the interlocking box that they manage. The client using the service facility shall activate line diversions - either manually or electrically operated – at the diverting point.

Any personnel providing services related to Traffic Safety shall know the Orders or any other regulatory documentation published by the Infrastructure Manager, regarding safety facilities to be used or type of operation to be performed in the operational scope of the service facility or local concerned, subject to any safety inspection or accident investigation carried out on behalf of the railway infrastructure manager. In any case, upon forming the train it is up to the RU, to put the train to run at their own sake.



In accordance with additional provision seventeen, Rail Sector Act, border sections are considered to be rail infrastructures included in the General Interest Rail Network located on borders with France and Portugal. These sections - as well as their operating conditions - are described in section 2.2.2, chapter 2.

According to regulations, and in order to facilitate border traffic purposes, there may be exceptions to General Interest Rail Network RFIG applicable regulations, i.e. regarding personnel, rail rolling stock, railway traffic or safety certificates from railway undertakings, and these exceptions shall apply on the border section to traffic originating or destined to the Rail General Interest Network station defining the border section.

## LANGUAGE

Any communication regarding Traffic Safety in the Network managed by Adif will be in Spanish, in accordance with Royal Decree 929/2020. In this sense and in accordance with European Union Directives, as well as Traffic Standards, any railway personnel interacting with Adif shall perfectly understand Spanish and will use this language correctly to do any communication regarding Traffic Safety.

### LANGUAGE EXCEPTION ON BORDER SECTIONS

In accordance with Regulation (EU) 2019/554 of the Commission of 5 April 2019 amending Annex VI to Directive 2007/59/EC of the European Parliament and of the Council on certifications of locomotive and train drivers in the EC rail system, i.e. regarding section 3 a) under said Regulation, which considers the case of language exceptions in rail operations happening between borders and stations located nearby for cross-border operations, Adif provides for the following procedure:

- ✱ The Railway Undertaking may apply for an exception addressing Adif Traffic Directorate.
- ✱ Adif will grant an exception if the railway undertaking proves that it has set up enough mechanisms to guarantee active and effective communication between the driver and the traffic controller in routine, degraded, and emergency situations, using the messages and communication method specified in TSI "Operation and traffic management".
- ✱ In order to guarantee a fair treatment of applicants, the request by the Railway Undertaking as well as its evaluation by Adif, shall be performed with reference to the risk analysis methodology provided for in Regulation 402/2013.

Likewise, Adif envisages the possibility that one or several railway undertakings in cooperation with one or several infrastructure "applying" managers, execute pilot projects to test alternative means to guarantee an effective communication required within this framework between driver and traffic personnel, in accordance with the procedure set up in aforementioned Regulation (EU) 2019/554.



## APPLICABLE BASIC TRAFFIC STANDARDS

Regarding Basic Traffic Standards, the relevant current editions shall apply. In order to have this information updated, please look on the State Railway Safety Agency (AESF) website:

<https://www.seguridadferroviaria.es/>

### Standard supplementing RCF:

In order to precisely determine the rail infrastructure operating conditions, AESF, IAs and RUs may prepare regulatory documentation that - in addition to RCF – enables to:

- a) Set criteria to facilitate its application.
- b) Adapt its application to specific cases.
- c) Identify and reduce risks, minimizing their consequences.

Based on these criteria, the basic regulatory documentation, supplementary to Railway Traffic Regulation, prepared by the railway infrastructure manager, shall mainly include the following documents:

- Orders.
- Warnings.
- Train schedules.

Any traffic regulatory documentation, updated at all times, and published by Adif is available through the computer application RGD (General Register of Regulatory Documents).

As reference documentation other applicable legal or regulatory regulations shall be taken into account.

The railway infrastructure manager shall have available for RUs and qualified Applicants a copy of supplementary regulations to the referenced RCF and shall facilitate a reproduction thereof at the strict cost price.

National or European standards governing railway safety and interoperability is available on the official website of the State Railway Safety Agency (AESF):

- ★ Normativa nacional: <https://www.seguridadferroviaria.es/normativa/normativa-nacional/normativa-general-ferroviaria>.
- ★ Normativa europea: <https://www.seguridadferroviaria.es/normativa/normativa-europea/normativa-en-materia-de-seguridad>.



# 6.3. Operational Measures

## 6.3.1. PRINCIPLES

Traffic control will be performed by Adif with the purpose that actual train operations fit the assigned maximum capacities.

In order to carry out this task effectively, RUs will be required to provide all information required to the rail infrastructure manager on time and form, prior to train departure and during the journey. If the train technical features do not match those shown on the order that resulted in the capacity allocation, the rail infrastructure manager may adopt deregulation measures and even prevent its movement.

In particular, between the rail infrastructure manager and RUs a traffic agreement shall be established appointing authorized persons or organizations which are able to quickly take operational decisions, particularly with respect to operations and traffic interruptions.

## 6.3.2. OPERATING REGULATION

### Criteria for Traffic Control

Traffic control should be based on transparent and non-discriminatory principles. Since its main purpose is to ensure maximum punctuality according to the allocated capacity, the rail infrastructure manager may apply, as it deems appropriate, the following regulatory criteria:

- Preference for trains with allocated capacity versus trains which have not ordered capacity.
- Preference for trains running in their path against those running behind schedule, with the purpose of minimizing the spread of delays in the mesh (mesh contamination).
- Preference in the event of disruptions in rail traffic due to a technical failure, accident or any other incident. In this case, appropriate measures shall be taken to restore a normal situation, as required by Article 37 in Law 38/2015 of 29 September of the Railway Sector.

## 6.3.3. TRAFFIC DISRUPTIONS

Applicable standards for traffic control, state that punctuality is not an exclusive duty of the railway infrastructure manager. RUs play a very important role in ensuring that the trains (they own or of other RUs) run without delay. For this reason, the railway infrastructure manager will promote quality agreements with different RUs on service quality objectives and actions.

In accordance with, Law 38/2015, Art. 37 of September 29, on the Railway Sector and RD 929/2020, Art. 6.1 of 27 October on operational safety and railway interoperability, given any disturbance in railway traffic due to a technical failure, an accident or any other incident, the railway infrastructure manager must take all appropriate measures to restore an ordinary status.

Adif state-owned company has a "Contingency Plan" approved by the Ministry of Transport, Mobility and Urban Agenda. The Contingency Plan is a set of alternative procedures to the normal operating one, for the same purposes, even if any function or facilities ceases to do so due to an incident both internal and external to the organization. Its mission is to create a general plan of action to order and resolve any contingency that disturbs the normal development of rail traffic, from a preventive, predictive and corrective planning. It contains, among others, a general action framework, a priority criterion for traffic management given contingencies, recommended actions, notification plans to the infrastructure management bodies and the Public Administration bodies, risk maps, along with other plans and protocols that complement and develop said Contingency Plan

The Priority criteria in Traffic Regulation given Contingencies are listed in Annex I to "Adif Contingency Plan", and are based on the following principles:

- **Principle of non-discriminatory treatment:** To avoid non-discriminatory treatment to any RU, a priority criterion is set based on the circumstances that make a train occupy a preferential position, for every case independent from the licensee. Preferential position that every RU can have indistinctly upon every contingency.
- **Principle of Hierarchy:** The CGRH24, a hierarchal superior to the PM, may alter said order at any time, justifiably and for duly justified reasons.
- **Principle of publicity:** These criteria will be made known to those involved in the train regulation process (Rus, other applicants, etc.). Likewise, should these criteria not be followed, it shall be known by preparing an incident file.
- **Principle of objectivity:** Decision-making will be based on objective data held by the CGRH24 and the PM upon decision-making.
- **Principle of regulation:** The objective of traffic regulation is to ensure that all trains arrive at destination at the time set in the transport plan, or within the established punctuality margin. Therefore, an actual regularity margin available for every train running shall be considered.
- **Principle of proportionality:** Decisions will be weighted according to their context and consequences upon RUs, avoiding heavy damages to some by preventing minor damages to another.

In the same way as in Annex III to "Adif Contingency Plan", are listed people in charge and their telephone numbers and time period for every RU, as well as the Infrastructure Manager to contact in case of contingency whilst performing rail traffic.

RUs are obliged to complete their Safety Certificate, in accordance with Royal Decree 929/2020, article 13.3.I, of 27 October setting a Contingency Plan agreed upon with the railway infrastructure manager. For more information hereto, consult the Directory, section 1.6

Under annex VII point 7 of Delegated Decision 2017/2075, in the case of trains crossing from one network to another which arrival will occur with a foreseeable delay of no more than ten hours, and, as from 14 December 2019, of eighteen hours, the infrastructure manager of the other network will neither consider the rail path as cancelled, nor will it request another rail path, even if it decides to assign a different railway path, unless the applicant notifies the infrastructure manager that the train will not cross to the other network.

In case of emergency, and where absolutely necessary due to temporary non use of infrastructure, the rail infrastructure manager may, without prior notice, cancel, divert or change the paths for a certain time as necessary to restore normality to the system and urgently perform the appropriate repairs, and report as soon as possible to RUs and Applicants for appropriate reasons. In this case, neither Applicants nor RUs will be entitled to any compensation or damages in accordance with Article 37 in Law 38/2015 of 29 September of the Railway Sector.

In accordance with Rail Sector Act, Art. 37, and Article 6 R.D. 929/2020 Railway Undertakings are bound to make available to the railway infrastructure manager the resources that they deem appropriate and to cooperate with them, as required. In any case, both the railway infrastructure manager and the RU shall mutually coordinate and collaborate, to ensure the service and attention to clients in the most effective way possible.

## 6.4.IT APPLICATIONS

### ADIF MANAGED NETWORK SCOPE

**DaVinci:** Rail traffic control and management system on high-speed lines.

DaVinci system is a railway operation platform implementing different systems, which are necessary for railway management.

From a functional point of view, this system implements, among others, remote control subsystems (signaling, interlockig, energy, ERTMS, detectors, communications, etc.), operation planning, real-time traffic monitoring, automatic train routing, support to traffic regulations, statistics, energy; and it also shares or exchanges information, and it can be controlled from a Control Office/Regulation and Control Center (CRC).

**GTRENES:** Application to manage trains as to their setting and characteristics, as well as route diversions from the transport planning in less than one day. It is available to all RUs by computer, through safe connection protocols.

**SITRA:** Traffic Integrated System.

System that allows, among other functions, to determine train crossing and overtaking points in traffic regulation and management processes of all control posts. Likewise, it informs of the situation and possible delay that running trains can register at all times, thereby informing passengers.

**AGER:** Application to monitor train running through stations and settings. The information recorded by operators is downloaded to GTRENES.

**RGD:** Computer application to manage and distribute regulatory documentation supplementing Rail Traffic Regulation (RCF) published by Adif. It is also a repository for aforementioned documents, managing their publication communications and the corresponding acknowledgments of receipt addressed to RUs.

### RNE SCOPE

#### Charging Information System (CIS)

The CIS is an infrastructure charging information system for Applicants provided by IMs and ABs. The web-based application provides fast information on indicative charges related to the use of European rail infrastructure and estimates the price for the use of international train paths. It is an umbrella application for the various national rail infrastructure charging systems.

Access to CIS is free of charge without user registration.

More information can be found on <http://cis.rne.eu>

or can be requested via the RNE CIS Support: [support.cis@rne.eu](mailto:support.cis@rne.eu)

### Train Information System (TIS)

TIS is a web-based application that supports international train management by delivering real-time train data concerning international trains. The relevant data are obtained directly from [IM name]'s systems and all the information from the different IMs is combined into one train run from departure or origin to final destination. In this manner, a train can be monitored from start to end across borders.

RUs and terminal operators may also be granted access to the TIS and they can join the RNE TIS Advisory Board. All members of this Board grant all other members full access to TIS data if they are involved in the same train run. Without it, mutual agreements have to be signed between RUs and between RUs and terminal operators.

Access to TIS is free of charge. A user account can be requested via the RNE TIS Support: [support.tis@rne.eu](mailto:support.tis@rne.eu)

More information can be found on <http://tis.rne.eu>

### International Contingency Management (ICM)

ICM is a web application dealing with international contingency management, it is currently not applicable to Adif managed Network area.





# 7

## SERVICE FACILITIES

7.1 Introduction

7.2 General Considerations on Service Facilities

7.3 Service Facilities



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# 7.1. Introducción

For the purposes of Rail Sector Law 38/2015, Art.42 .1, service facilities are the following:

- a) Passenger stations and their buildings or related facilities, including travel information panels and an appropriate location for ticket sales.
- b) Loading terminals.
- c) marshalling yards and train setting facilities, including shunting facilities.
- d) storage sidings, including tracks located at passenger stations, if used for said purpose.
- e) Maintenance facilities, except for heavy maintenance facilities dedicated to high-speed trains or other types of rolling stock requiring specific facilities.
- f) Other technical facilities, including washing and cleaning facilities.
- g) Port, maritime, and river facilities linked to rail activities.
- h) Emergency facilities.
- i) Facilities for fuel supply and fuel supply at these facilities.
- j) Axle and gauge changers.

Commission Implementing Regulation (EU) 2017/2177 of 22 November 2017, on access to service facilities and related rail services, was published in the Official Journal of the European Union, on 23 November 2017 and shall apply as of 1 January 2019, except for article 2 –Exemptions- which shall apply as of 1 January 2019..

This Regulation sets detailed rules on the procedure and criteria to access service facilities and services provided therein, which are included in sections 2, 3 and 4 of Annex II to Directive 2012/34/EU, as well as the basic procedures for processing and coordinating applications and the requirements to publish information.

In accordance with Article 4 of Implementing Regulation (EU) 2017/2177, operators of service facilities shall prepare a description of the service facilities and services for which they are responsible, which shall include the information cited in said Article.

Service facility operators shall publish, free of charge, a description of the service facilities on their web pages, communicating the corresponding link to the railway infrastructure manager to publish it in the Network Statement.

The National Commission on Markets and Competition through Resolution STP/DTPS/118/18, of 23 January 2019, published the common decision-making principles to apply the criteria in section 2 under Article 2.

Access to service facilities and service provision is governed by Law 38/2015, of 29 September, Rail Sector Act and Commission Implementing Regulation (EU) 2017/2177, of 22 November 2017, regarding access to service facilities and related rail services.

Rail infrastructure managers and other service facility operators shall provide access - under non-discriminatory terms - to every rail undertaking and other applicants - including access by rail - to said facilities and services provided therein.

Access to service facilities shall entail the relevant capacity request to the operator, who shall allocate it according to transparent and non-discriminatory criteria. For every service facility requested, and prior to starting its use, Applicants shall agree upon the facility use conditions, in order to preserve the orderly, efficient and safe operation of facilities.

Requests from railway undertakings and other Applicants to access service facilities and services provided therein shall be answered by operators within a maximum period of 1 month, from the business day following operator's receipt of the request. The request shall be complete and contain all documentation required by the operator in the facility descriptive document.

Above term shall apply to requests for service access to facilities in order to provide all services (basic, supplementary and ancillary).

In the case of requests to access service facilities linked to a path in "ad hoc" railway infrastructure, the maximum response time shall be 5 working days after receipt.

Above term shall apply to service facilities access requests to provide all services (basic, supplementary and ancillary).

Applications may only be denied when there are viable alternatives that allow rail undertakings to operate passenger or freight transport services on the same lines or alternative lines under economically acceptable conditions. However, this shall not imply the obligation of the person in charge of the service facility to make investments in resources or equipment that are necessary to meet all the requests made.

## 7.2. General Considerations on Service Facilities

Terms to access service facilities connected to the infrastructure manager's network are specified in the **Catalogue of Descriptive Leaflets for Service Facilities**, a document available on Adif website annexed to this NS. It includes all service facilities of the railway infrastructure manager and of other operators, grouped according to the following types of facilities:

- Passenger stations (general requirements and access conditions are indicated in section 7.3.2.5 and the procedure in section 7.3.2.6)
- Passenger stations (commuter and metric gauge - RAM)
- Loading terminals (the general access requirements and conditions are indicated in the files available in catalogues)
- Port, maritime and river facilities connected to rail activities
- Rail equipment maintenance facilities
- Facilities for private use connected to the General Interest Rail Network
- Gauge and axle changers



To facilitate access to information on technical characteristics of service facilities, Adif has developed a computer application called PISERVI, Service Facilities Portal, available on ADIF website as an annex to this NS. <https://www.adif.es/sobre-adif/conoce-adif/declaracion-sobre-la-red>

PISERVI allows access to the information of service facilities: freight terminals, passenger stations, maintenance facilities, private loading stations, gauge changers, etc., through selective searches based on criteria such as: geographical location, type of facility, type of service, etc., to enable railway undertakings and other logistics operators a planning of rail services.

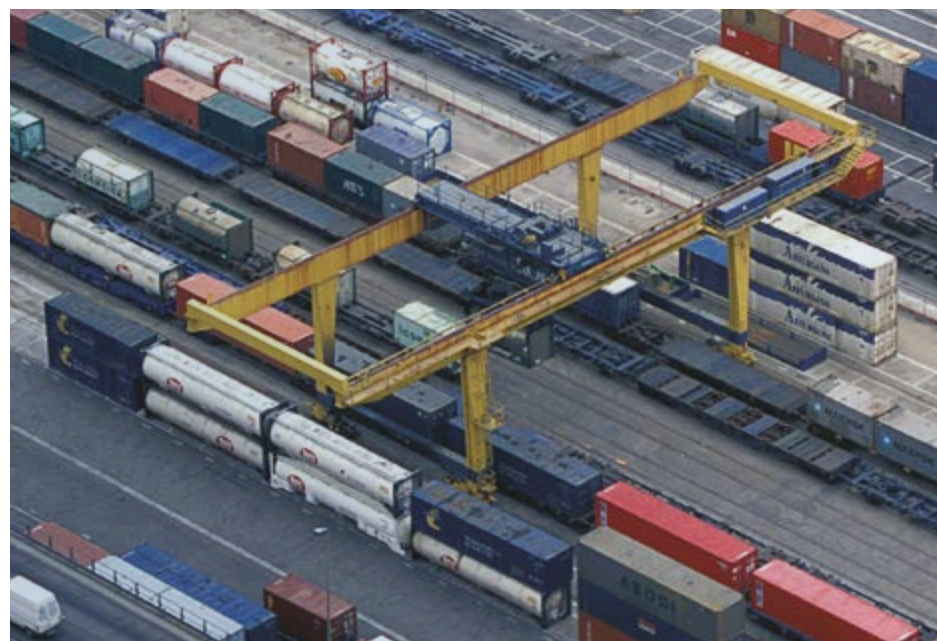
It also has an interactive map of the General Interest Railway Network (RFIG) with the ability to combine different search criteria. In this case, the facilities resulting from the searches will be represented on the map viewer and its Descriptive File may be selected and displayed.

The **Catalogue of Capacity Offer** at service facilities corresponding to tracks that the railway infrastructure manager makes available to RUs groups the facilities according to their functionality, describes their characteristics, detailing, among other data, the station code and, at passenger transport stations, their classification category. This catalogue is available as an annex to this NS and is periodically updated on SYACIS application.

- Catalogue of Capacity Offer at general scope facilities (Link).
- Catalogue of Capacity Offer at Metric Gauge Network facilities (Link).

In both Catalogues the facilities are grouped into:

- All Passenger Stations/Freight Terminals with the offered track functionalities.
- Facilities with Storage Sidings.
- Facilities with Shunting tracks.
- Facilities with maintenance/washing tracks.
- Facilities with Fuel Supply Tracks.
- Facilities with a Freight Loading Point.
- Passenger Stations with Tracks with a platform for type A/B operations.



## 7.3. Service Facilities

Access to services provided at service facilities managed by the rail infrastructure manager, to railway undertakings and other Applicants, is based on the following principles:

1. Non-discriminatory treatment: For RUs and Applicants to access the different services on equal terms.
2. Transparency: Publishing the Service Catalog, offering all service possibilities at service facilities and specifying the conditions and prices.

3. Flexibility: Adapting to new operating scenarios: changes in demand, number of operators, new technologies, new services, etc.
4. Sustainability: Economic, Social and Environmental.

The railway infrastructure manager may provide services at service facilities located at:

- Loading terminals
- Passenger stations
- General scope of the General Interest Rail Network

This chapter includes services provided at service facilities managed by Adif, describing service provision, applicable restrictions and the service request and allocation procedures, service prices, and the general principles and conditions governing the operation process.

On the other hand, and regarding service provision at freight transport terminals, this information is supplemented with that available on Adif website, as specified in every paragraph with the corresponding web site.

Related railway services provided at service facilities owned by the railway infrastructure manager are defined hereinafter according to Rail Sector Act, Law 38/2015, art. 42 structuring these upon their typology into: Basic Services, Supplementary Services and Ancillary Services.

## BASIC SERVICES

The services provided at any service facility listed in Article 42, Rail Sector Act, are basic.

It is only mandatory to provide these services if the service is offered by the operator.

The Basic Services offered by the railway infrastructure manager at any time, through the Network Statement, shall be provided in a non-discriminatory way to any Railway Undertaking or Applicant requesting these.

## SUPPLEMENTARY SERVICES

Supplementary services are provided at service facilities, owned by the railway infrastructure manager, aimed at enabling railway system operation, these shall be provided to Railway Undertakings and other Applicants as set in Art. 44, Law 38/2015, of 29 September, Railway Sector Act.

Supplementary Services offered by the railway infrastructure manager at any time, through the Network Statement, shall be provided in a non-discriminatory way to any Railway Undertaking requesting these.

These services are provided within the general scope of RFIG and are defined in chapter 5 of this Network Statement.

## ANCILLARY SERVICES

RUs may request Ancillary Services to the railway infrastructure manager or other providers. The service facility operator shall not be obliged to provide these services, although in case of providing these, it shall be in a non-discriminatory way to any Railway Undertaking that requests these.



Ancillary services are provided at service facilities, owned by the railway infrastructure manager, to Railway Undertakings and other Applicants as set established in Art. 44, Law 38/2015, of 29 September, Rail Sector Act. These services provision shall be under private Law.

## 7.3.1. COMMON PROVISIONS

### CAPACITY AWARDING AT SERVICE FACILITIES

Capacity allocation at service facilities is the allocation, by the railway infrastructure manager, of capacity at a service facility.

Access requests to services provided at passenger stations shall be in accordance with the procedure included in section 7.3.2.6. The general access requirements and conditions are included in section 7.3.2.5.

Capacity request at service facilities, tracks, shall be through SYACIS application - in accordance with transparent and non-discriminatory criteria. To this end, there is a standardized process, applicable to service facilities managed by Adif that are located at passenger transport stations, at freight transport terminals and any other facility determined by infrastructure managers outside the scopes specified above.

Railway Undertakings and Applicants, owners of rolling stock, freight forwarders, loaders and transport operators shall make their requests and - upon allocation - shall be entitled to use them under the conditions indicated in the descriptive files of service facilities.

This process shall apply to capacity allocation requests to use:

TYPE OF FACILITY	TARIFF	CLIENTS
Tracks with train stabling platform, for other operations.	<b>C2</b>	Railways Undertakings
Sidings, shunting yards, shunting and train formation facilities, maintenance facilities, washing and cleaning, fuel supply.	<b>D</b>	Railway Companies and rolling stock owners.
Freight loading points.	<b>E</b>	Railway undertakings, rail rolling stock owners, transport agents, loaders and combined transport operators.

The list of tracks offered at service facilities owned by the railway infrastructure manager are published in the Catalogue of Capacity Offering at Service Facilities, available on Adif website, annexed to this NS. Authorized users shall also access this information through SYACIS application.

In the catalogue and the SYACIS application appears the typology of service facilities, their characteristics and equipment.

Exceptionally capacity may be requested to use facilities, which are not included in said catalogue, and the Service Facility Manager, GIS, is not bound to any allocation. The GIS is authorized to adjust the capacity of a facility in order to perform scheduled maintenance operations, replacement or expansion of assets in it.

Any modification at these facilities shall be communicated to clients of the same, immediately included in the SYACIS application and published in the corresponding updates of the Network Statement.

## A. TYPES OF REQUESTS

Capacity allocation requests, which shall be run on SYACIS application, shall be based on client's need and technical feasibility of the facility. These requests may be linked to trains in their Transportation Plan, or not linked if they cannot define a specific list of trains in their Transportation Plan, but know the need to use the service facility on a regular basis.

Service facility infrastructure managers and Applicants may enter into long-term agreements (over 4 years term) in order to reserve capacity in a service facility, as according to a framework agreement in compliance with Rail Sector Act, art. 38.3, on capacity reserves on the linear infrastructure (path). These agreements shall have the same characteristics as the framework agreement on capacity reserve on the linear infrastructure included in Rail Sector Act, arts. 38.4 and 38.5.

When requesting capacity, clients may choose amongst the following types:

### WITH CAPACITY RESERVE

#### 1. For Periods of Continuous Use

Capacity reserve if the client requires it during 24 hours in a day, a usage for 30 calendar days or longer, and up to a maximum of 4 years.

#### 2. For Occasional Use Periods

Capacity reserve in cases where the client demands using for hours or full day (from 00:00 hours to 24:00 hours) the facility, for a period between two dates, for consecutive days, intermittent or cadenced.

These requests shall be linked to a train.

### WITHOUT CAPACITY RESERVE

#### For Occasional Use Periods

Capacity request in cases where the client demands an occasional use of the facility either for a full day from 00:00 hours to 24:00 hours, or for hours.



Exceptionally, the client may require an immediate punctual use for hours, without the possibility of knowing precisely the service facility (concrete track) or the time of use.

These requests shall be linked to a train without certain running.

## B. ALLOCATION CALENDAR

Requests made to the Service Facility Manager (GIS), through the SYACIS application, shall be submitted with the following deadlines:

### FOR REQUESTS TYPE A: WITH CAPACITY RESERVE

The Service Facility Manager will make available to clients, every two months, service facilities available so that they can make this type of request.

In order to respond to requests submitted after the deadline and resulting in a substantial alteration by the client of the operating schemes, the Service Facility Manager shall assess the extent of the needs, informing in due time of any provisional capacity allocation and, in any case, it shall be necessary to make a new request on the next allocation period.

### FOR REQUESTS TYPE B: WITHOUT CAPACITY RESERVE

These requests shall be made at least seven calendar days in advance.

For exceptional and justified reasons, clients may request capacity for a service facility with less than seven calendar days in advance. Said type of requests can only be presented from Monday to Friday, before 12 o'clock on the day before train departure, and shall identify the train to which the request is linked. The response shall be notified before 18:00 on the same day.

Given immediate needs arisen less than a day in advance, GIS will process an eventual temporary capacity allocation according to the existing residual capacity, allowing the client to formalize subsequent adjustments based on the facility capacity actually used (track and time). Finally, GIS shall verify these adjustments in accordance with the verified effective use, validating or amending these, and shall inform the client of the final capacity allocation.

These requests shall be linked to the immediate/special path that the occupation at the service facility generates, leaving the GIS exempt from the commitment that guarantees capacity allocation at the facility.

In the case of fuel supply at fixed and mobile points, the allocation of capacity is implicit in supply service provision and does not require a capacity allocation request.

The calendar for capacity allocation for 2023 is detailed below.

## CALENDAR

# 2023



## C. PROCESS PHASES

The Service Facility Manager shall analyze client requests, optimizing response times and the capacity of the facility.

The capacity allocation process is divided into the following phases:

### REQUEST PHASE AND CAPACITY STUDY

The client shall request capacity through SYACIS application, by means of the authorizations granted for said purposes. Exceptionally, given no computing connection, these shall be sent by any other written mean that guarantees receipt and record.

Formalizing a capacity request implies accepting the conditions of the service facilities.

Requests received are recorded by entry date and time. Should the application not contain all the information required according to the service facility description - as necessary to make a decision - the facility service operator in question shall accordingly inform the Applicant and thereby set a reasonable deadline to submit it. When it is not submitted within that period, the request could be rejected.

Prior to the official request, the client may consult the GIS on available capacity through telematic means.

GIS will do the study of requests received and the allocation will proceed according to the following criteria:

- a) Given available capacity for all Applicants, this shall be allocated.
- b) If capacity requests coincide for the same period and for the same service facility, the allocation shall seek a maximum use of the facility and its technical characteristics, taking into account, in descending priority order, the following allocation criteria:

**1. Type of transport service.** The differentiated use of the facilities under the various types of transport services, for long distance passengers, commuters and medium distance or freight.

**2. Duration of use.** Priority shall be given to requests that encourage the continued use of the service facilities:

A1 type requests over A2, and within A1, the ones with the longest use period.

For A2, the ones with the most used requested period between two dates, taking into account the relationship between the number of days requested and the total days contained in the period.

**3. Functionality.** Requested use compatibility with the facility functionality (training and shunting, siding, maintenance, ...) and its equipment.

As to charging points, the following will additionally be taken into account as allocation sub-criteria:

Other logistics needs, prioritizing requests for other spaces next to the cargo area, in order to favour and ensure all transport operation logistics.

Priority of shippers in capacity allocation processes over carriers, in order to favour freedom to choose a railway undertaking.

**4. Request Order.** In case of equality in the above criteria, it shall be allocated according to the request entry order.



## COORDINATION PHASE AND INTERIM ALLOCATION PROPOSAL

The coordination phase has been conceived to solve possible conflicts that may arise as to capacity allocations.

If it is not possible to initially attend the requests, GIS will offer alternatives on available capacity, to look for a coordinated solution with the client to resolve conflicts that may arise between requests and capacity allocations, as long as it is technically viable.

Upon completing the coordination process, GIS will communicate the proposal for provisional capacity allocation to the clients, and they will have to accept or refuse within the stipulated period through SYACIS application. Upon deadline and given no client's acceptance of the provisional capacity proposal, the GIS may freely dispose of it.

For more information see Annex K Conflict Resolution Procedure.

## CLAIM PHASE

In this phase, clients may make claims on the proposal for provisional capacity allocation that GIS communicated. Requests, which are not possible to satisfy, will be duly communicated.

For more information see Annex K Conflict Resolution Procedure.

## COMMUNICATION PHASE OF DEFINITIVE CAPACITY ALLOCATION

Finally, the GIS will communicate the definitive capacity allocation, through SYACIS application.

The Service Facility Manager will publish the accepted capacity, which shall not breach at any time the principle of confidentiality.

## D. SPECIAL MEASURES IN CASE OF RAIL TRAFFIC DISRUPTIONS

Should it be necessary during the transport process to segregate or remove material, due to incidents that occurred, in order to avoid problems with rail traffic, railway infrastructure manager traffic area may exceptionally allocate capacity, and the client is compelled to update this allocation on SYACIS application as soon as possible.

## E. MONITORING AND CONTROL OF THE ACTUAL USE OF ALLOCATED CAPACITY

Clients are obliged to use the capacity obtained at service facilities under the terms of use accepted and making optimal use thereof.

The unjustified unused or lack of systematic use, attributable to the client, of a service facility, involving an important breach of an efficient use, may be a reason to modify or delete the capacity allocated by the Service Facility Manager.

The Service Facility Manager may perform analysis of the level of use of the service facilities as deemed appropriate with the information given by clients or available by the Service Facility Manager.

## F. CANCELLATION OF THE CAPACITY ALLOCATION

Clients may request to cancel the capacity allocation at service facilities subject to D and E modalities. Cancellation requests will be submitted by telematic means to the GIS. The request shall be analysed and afterwards the rail infrastructure manager shall inform the requesting client of the resolution in the terms and conditions set out in Art. 98.4 in Rail Sector Act.

For facilities with capacity reserve for a period of continuous use, or for a certain period of hours or full days, cancellations must be performed at least 30 calendar days in advance and:

- When 50% of the allocated period has not been used, a minimum amount equivalent to 50% total tariff shall be paid.
- When over 50% of the allocated period has been used, no penalties shall be payable.

For facilities without reserved capacity which have been requested for an occasional use period of a full day or hours.

- Any cancellation made with more than 24 in advance of the use of the facility, shall not be penalised.
- Any cancellation made less than 24 hours in advance of the facility use shall entail the payment of 100% tariff

## G. MAINTENANCE AND EXCEPTIONAL CAUSE

Whenever required to perform maintenance work at service facilities, the Service Facility Manager may change on a temporary basis the allocated capacity prior communication with 30 days notice to the affected clients.

When for exceptional and duly justified reasons, some service facility has been temporarily unusable, the GIS reserves the right to a partial modification or cancellation of the allocated capacity, which will be communicated to the client with the alternatives that could be offered, derived from this circumstance. Affected clients shall not be entitled to claim compensation.

## CONDITIONS TO USE ADIF OWNED SERVICE FACILITIES

The allocation and use of service facilities is subject to the payment of the tariffs referred to in Art. 98 of the Rail Sector Act and which corresponding amounts to each component shall be determined under Law on State Budget and published in the Statement Network.

The tariff does not include the electricity, water, diesel, telephone service supply or of another type, which shall be separately invoiced, depending on the data provided by the owner.

In cases where, for reasons beyond the client, the facility is not in work order under the terms set in this document, there shall be no tariffs accrued.

## Obligations of the Rail Infrastructure Manager

Rail Infrastructure Manager has the following obligations with regard to the use and functionality of the service facilities:

- a) Ensure access to the facility when there is available capacity.
- b) Respond to client requests for capacity in good time according to the allocation process.
- c) Ensure the operation of the service facility for as long as the client maintains the allocated capacity or offer an equivalent alternative to capacity if necessary.
- d) Inform clients of changes to the catalogue of service facilities.
- e) Written response to client complaints within a maximum period of 30 days after receipt.
- f) Inform clients with a minimum advance of 2 months of use restrictions at service facilities by reason of programmed repair, maintenance, renewal, expansion or improvement of assets linked to them.
- g) Inform clients of plans to expand and improve of assets linked to the facility, driven by increased client demand.
- h) Inform railway undertakings of infrastructure manager procedures that define the activities performed at railway service facilities.
- i) Coordinate with railway undertakings, SGS procedures that shall govern the conditions of the services provided.



## Obligations of the Client

Client obligations regarding the use of service facilities, are as follows:

- a) Ensure, before requesting the capacity of a service facility, the suitability to function as designed.
- b) Ensure compatibility between the capacity allocated for traffic on lines of the General Interest Rail Network (path) and the use availability at the service facility expected to be used.
- c) Ensure, before starting to use a service facility, the provision of services that could be required on it for rail equipment operations, loading/unloading operations, ...
- d) Inform the owner, before starting to use the facility, of developing activities that are likely to generate pollution or waste that require specific management system. Of the system used and adopted prevention measures, it shall provide the necessary certificates for this purpose.
- e) Inform the owner, at the beginning of using the facility of any circumstance involving the lack of effectiveness of the service facility.
- f) Comply with railway safety requirements and, in particular, with the provision of railway personnel relevant qualifications and with the railway rolling stock conditions, as well as with occupational risk prevention.
- g) Use the facility for the purposes specified in their request for capacity.

- h) Guard the rolling stock, the loading ancillary items and the freight at service facilities owned by the client.
- i) Inform the owner of the facility of any accident or incident as well as anomalies or failures that occur at the service facility.
- j) Remove rolling stock from service facilities upon expiring the time given in the capacity allocation, leaving it in operating conditions.
- k) Provide that qualified personnel who are going to coordinate train operations with the railway infrastructure Manager Signaller are at the service facility with sufficient time to avoid delays in his/her operations.
- l) Inform the infrastructure manager of the railway undertaking procedures that define the activities performed at railway service facilities.
- m) Coordinate, together with the infrastructure manager, SGS procedures that shall govern the conditions of the services received.
- n) Authorize the personnel providing services at a service facility.

## Railway Infrastructure Manager Liabilities

Regarding liability that could arise from inefficiencies at service facilities, specifically the liability regime and its limits, it shall be subject to Rail Sector Act and Regulation and their implementing standards.

For these purposes Adif acts as freight forwarder assistant, according to the liability general regime arising from freight transport, i.e. delivery periods of freight as well as grounds for exemption and limits to compensation, and therefore according to Law 15/2009 of 11 November on Contract for Land Transport of Freight.

In relation to damage on rolling stock as a result of inefficiencies at the service facility, it shall be as provided for within the limits specified in the General Conditions for the use of wagons published by the GCU Bureau SPRL.

The owner of the facility shall not be liable before its clients for fortuitous cases of force majeure. Also the owner of the facility shall not be liable toward clients for damages caused by third parties, which are alien to him/her.

## Client Liabilities

The client shall be liable toward the owner of the facility for damages to in rail infrastructure and the elements that are not part of it, but are in the passenger station or freight terminal.

The client shall be equally responsible for any damage caused to other clients or third parties arising from improper use of the service facilities, as set under Rail Sector Act and its implementing regulations and, where applicable, under Inland Freight Transport Contract Applicable Law.

In any case, the client shall be liable for acts and omissions of ancillary, dependent or independent, which services are used to fulfil its obligations.

The client shall neither be liable for the acts of nature or force majeure., nor for damages caused by any third party that is not their partner.

## Civil Liability Insurance

The client is obliged to contract with an insurance company of recognized solvency and prior to the capacity allocation, an insurance policy for damages and civil liability for a sufficient amount to cover damages and liabilities arising from the use of service facilities, including ecologic and environmental damages that could be produced.

Said policy shall be valid during the allocation period, and the owner of the facility may require, at all times, to see the documents certifying that the client is to date with payments for these insurance premiums.

Availability and use of service facilities by railway undertakings shall be covered by civil liability insurance as set out in the Rail Sector Act, the amount and conditions of coverage shall be determined in the regulations.

All other clients who wish to use service facilities should have contracted civil liability insurance with a minimum coverage of 1,500,000 €.

## Follow-up and Control

The rail infrastructure manager reserves the majority of power of follow-up and control over allocated service facilities. Said supervision and control will be carried out by the personnel designated by the owner for this purpose, the client having to provide and / or provide as much data and / or documents related to the use of the facility and the railway material found therein.

Responsible persons for the environmental management of the owner of the facility may at any time request proof to ensure a proper compliance with environmental standards (permits, hazardous waste management, disposal authorization, noise limits, ...).

## Safety and Supervision

Service facilities do not have a specific service for safety and security, so clients should carry out the actions they deem necessary to ensure the safekeeping of rolling stock, ancillary elements of cargo, and the freight in it.

## Rail Safety

### GENERAL CRITERIA

The Rail Rolling Stock shall be duly approved and authorized for running and all personnel involved in traffic processes shall have the corresponding professional authorization, according to the standards applicable at all times, taking into account that obligations and stabling operations, immobilisation of rolling stock deposited at the service facility, train composition, and its signaling, arrangement and braking, and arrangement of the cargo in wagons are responsibility of the railway Undertaking (RU) or, if applicable , of the rail infrastructure manager when they are responsible for the rolling stock.

### OPERATING CONDITIONS

The power to direct train traffic and shunting corresponds to the rail infrastructure manager signalman, and he/she may be assisted in the process of traffic by RU personnel or the rail infrastructure manager, which the corresponding professional authorization.





This personnel shall perform under orders from the signalman certain tasks as required, such as point operation and barriers at level crossings, shunting and other complementary tasks. Therefore, it is necessary to have available service tools and media as provided for under the standards in order to ensure the adequate transmission of orders and information on traffic processes.

The rail infrastructure manager shall activate deviations of routes entirely performed in the interlocking frame for which it is liable. The facility service client user shall activate deviations that - manually or electrically operated - are performed on site, therefore the personnel who perform the services related to Traffic Safety shall know the special orders and other regulatory documentation related to safety facilities used and to the type of operation performed in the operational field of the service facility and unit in question, and shall be subject to safety inspections and investigation of accidents carried out by the rail infrastructure manager. In any case, the RU toward the rail infrastructure manager shall be liable for the entry into service of the train after it is formed.

## **TRANSPORT OF DANGEROUS GOODS**

In accordance with the provisions of the RSF, when the capacity requested by a client is to be used for the transport of dangerous goods, it should be put in the request.

The transport of dangerous goods is carried out in accordance with the requirements of the Standard concerning the International Carriage of Dangerous Goods by Rail (RID) and Royal Decree 412/2001, of 20 April, in which Article 4 includes the general standards on traffic (see section 3.4.3 of the NS).

At service facilities, special attention shall be paid to the application of the safety distance between wagons or special containers, for the purpose of stabling with other trains loaded with dangerous goods on adjoining tracks on the same load terminal.

## **INCIDENTS, ACCIDENTS AND ABNORMALITIES**

In case of incidents or accidents in traffic or incidents in loading and unloading processes, the operator or the client shall not self-initiate any action on the rolling stock or railway facilities.

In these cases it shall act completing the action and communication protocols established in the Contingency Plans of the rail infrastructure manager, and in Self-Protection Plans.

## **Coordination of Activities**

In compliance with Royal Decree 171/2004, of 30 January, developing article 24 in Law 31/1995 of 8 November, on Prevention of Labour Risks, in terms of coordinating of business activities and prior to using the facility, the client shall set POP 12 and POP 16 operating procedure for prevention.

## **Environment**

Clients are obliged to comply with current Law concerning environment in terms of soil, waste, noise, emissions, waste and hazardous substances.

It shall be the sole responsibility of the client, if so required to environmentally recover and clean the service facility given any spillage or leakage, as well as strict compliance with industrial, environmental and safety standards at a national, autonomic or local level.

## Inappropriate Use of a Service Facility

It is considered inappropriate use of a service facility:

- a) To perform activities with a purpose different to the functionality defined for the service facility.
- b) To not report of the rolling stock, which is out of the transport productive cycle performed on service facilities, which apart from the siding, have other functions.
- c) Position traction, hauling and railway stock at fuel supply fixed facilities outside service hours or at mobile point facilities without the supply mean that shall perform it.
- d) Breach the rail safety, labour risk and environmental standards.
- e) Use the facility without the proper capacity allocation.
- f) Use or occupy the facility out of the capacity allocated.
- g) Obtain but not use the allocated capacity in the terms of efficient use established in this document.

The Service Information Manager shall inform the client if detecting any of afore behaviour for the purpose of correcting these within the requested term.

## Effects of Inappropriate Use of a Service Facility

The Service Information Manager may eliminate the allocated capacity or may not allocate capacity at the facility if he previously informed the client of inappropriate use of the allocated capacity and it did not take the necessary corrective measures in the indicated term and manner.

The client to whom capacity has been removed or has been informed of the impossibility to access the service facility, may request capacity on it, only given a prior proof toward the Service Information Manager of the measures taken to correct the inappropriate use that caused the decision.

Additionally, and particularly for the situations described in sections e) and f) above, the Service Information Manager of the facility shall inform the client of these situations when they are detected, also informing him of the time of accrual to be taken as a reference for the purposes of applying the tariffs.

Furthermore, if these situations are affecting the operations of other clients, the Service Information Manager of the facility:

- I) Shall require to the client to remove the rolling stock, ancillary elements of cargo and freight which are at service facilities, and any other item that the Client may have installed on its own or by others at the facility or space as indicated by the Service Information Manager.
- II) Should it not be able to remove it on time, GIS shall authorize the affected client, who can not use the facility, to remove the railway stock, by its own means or of third parties, to the facility indicated by GIS.

The Service Information Manager shall in no case be responsible for any damage caused to the affected client if the former can not use the facility for any reason of inappropriate use by other clients. In these cases, the affected client is entitled to pass on to the company that unduly occupied the service facility the amount for the damages that could have caused.

III) The Service Information Manager shall pass to the client that inappropriately occupies the service facility the tariff for an occasional use period.

Notwithstanding the above, in the event of any breach of the conditions of use of the facility, could apply Title VII, Penalty and Inspection System of Rail Sector Act.

## Use of Facilities by several Successful Bidders

A service facility may be used by multiple clients, although the facility is allocated, with reserved capacity, initially to a client (main contractor), for a period of time and provided it is not saturated.

The Service Information Manager may request to the main contractor that other clients use this service facility (secondary awardees), if the surplus capacity is compatible with operations scheduled by secondary awardees.

The main contractor may authorize the use of this excess capacity in favor of secondary, in which case they shall be entitled to the allowances provided for under Rail Sector Act.

In cases where the main contractor and the Service Information Manager agree to use excess capacity by the secondary, the main contractor shall be obliged to make it available in the agreed timetables.

Should the main contractor not access to share the excess capacity, the System information Manager shall verify the use of the allocated capacity and may modify it if it is compatible.

## Usage Measuring Criteria of the Allocated Capacity

The System Information Manager shall measure the use of the capacity allocated to the clients at service facilities depending on the effective occupation thereof (use) and of the allocated capacity (availability).

In order to measure the effective use, the total length of tracks occupied in service facilities with identical functionality, at a determined station or terminal, during the allocation period.

To calculate the allocated use, the total length of tracks allocated shall be taken into account at service facilities with identical functionality, of a particular station or terminal, for the allocated time.

The use shall be determined by the relationship between the effective use and the allocated.

In the event that the Service Information Manager expects that a particular service facility may be used by multiple clients, he/she may request a responsible statement for the level of activity that will be carried out in it, in order to compare the estimations made by the client which served as the basis for his/her capacity request and the effective use he/she is making.

Given the risk that some companies intend to have a long-term capacity, particularly at the most congested facilities, the rail infrastructure manager reserves the right to introduce, with immediate effect, stricter use thresholds that would justify the revocation of such capacity or, given the case, the mandatory facility sharing with secondary awardees.

## Claims

The client has the right to file a claim to the owner of a service facility in case of discrepancy in their actions.

These claims shall be submitted within one month after the event or the corresponding decision that caused the discrepancy.

The owner of the facility agrees to give written response to the claims raised by clients concerning allocation/removal/change of capacity within a maximum period of 30 days.

The owner of the facility is committed to responding in writing to property claims raised by clients for damages resulting from their actions within the legally set period for this purpose.

In the cases provided for in the Rail Sector Act, the client may go to the National Commission of Markets and Competition, in accordance with Law 3/2013, of 4 June, on creation of the National Commission of Markets and Competition.

### RIGHT TO INFORMATION

Clients may consult the catalogue of service facilities through the Network Statement or on a website where such information may be obtained free of charge in electronic format.

## Investments in Service Facilities

Owners of service facilities shall be responsible for maintenance and replacement of service facilities included in the Catalogue of Facilities.

Notwithstanding the above, clients may make investments in equipment as they deem necessary for their activity at service facilities, with prior authorization of the facility owner. Therefore, the client shall submit the corresponding request to the latter, reporting in detail the actions in equipment intended to be performed at said facility.

The owner of the facility shall analyze the technical and economic viability of the proposal and may reject it with reasons.

Should the rail infrastructure manager consider the interested client's proposal technically and economically viable, the required authorizations shall be set and, where appropriate, aforementioned investment shall be contractually standardized, and its financing shall be made, in any case, on behalf of the interested client.

## Exceptional Use of Other Service Facilities

If the rail operation so requires, exceptionally, capacity may be allocated at service facilities designed primarily for traffic management as listed below, and this allocation may only be made by Adif traffic manager:

### DISPATCHING AND RECEIVING TRACKS

These are facilities that serve as liaisons between the main route of a line and the rest of the service tracks that are in a facility, acting as a regulatory element of traffic. Given their nature, generally these tracks are not available for capacity request.

In general, at these facilities are performed operations linked to train arrival/dispatch and the operations linked to it. From these facilities, rolling stock can be directed to other service facilities for which the client has requested capacity, or which serve as access to Ports, Particular Shunts, Maintenance Base, Workshops or Warehouses.

Dispatch and reception routes may be used longer than programmed (waiting for dispatch) as long as it does not interfere in other programmed traffic at freight terminals, prior authorization of the Signalman. This circumstance does not exempt the railway undertaking from the obligation to request capacity, and from the liability to conform Mode D tariff.

If safety facilities and technical equipment permit it, trains may also be dispatched or received directly on tracks for composition and shunting or siding, as allocated to the client. This decision corresponds only to Adif Traffic Manager.

## TRAIN DISPATCH

Railway undertakings that intend to dispatch a train from a freight terminal shall be entitled to occupy a track for dispatch and reception 2 hours before the scheduled time for departure. During this time, the railway undertaking shall prepare the train ensuring that it is suitable to enter into service, that train equipment is correctly deployed and that the composition of the train corresponds to the allocated path. Train composition also includes technical operations and revisions made before the train goes into service.

Railway undertakings may request to use tracks for dispatching and receiving in order to perform the final shunting of the composition, and thereby close the composition of a train length authorized by Adif which exceeds the length of tracks allocated for train composition. The Signalman, in coordination with the railway undertaking, shall determine the appropriate moment to perform the composition of these trains on these tracks.

## TRAIN RECEPTION

Railway undertakings that shall receive a train in a freight terminal may occupy a track for dispatch and reception for an essential minimum time and in any case for a maximum of 1 hour in relation to the scheduled arrival.

Should the train arrive earlier or be delayed for over 60 minutes and thereby interfere with other traffic planned for departing or arriving at the cargo terminal, the signalman may urge it to position it in the shortest time on the tracks for train composition and shunting as allocated by the railway undertaking.

During the time allotted since the arrival of the train, the railway undertaking shall coordinate with the signalman the necessary shunting to transfer stock to other service facilities.



## 7.3.2. PASSENGER STATIONS

### 7.3.2.1. GENERAL INFORMATION

These are Specialized railway infrastructures for passenger transportation. Stations managed by the railway infrastructure manager with a commercial stop for passenger transport trains are identified as Passenger Stations.

Passenger stations are a set of buildings and facilities designed to fulfill the needs of rail transport system users, passengers and their companions, and of RUs.

Passenger stations are made up of:

- Buildings and facilities intended to serve passengers.
- Buildings and facilities used for own services related to station operations or for services from/to RUs linked to rail transport and station operations.
- Platforms.
- Train-stabling tracks, with platform for passenger up and down and without platform for sidings.
- Gaps between access tracks to platforms, at the same level or at different level of tracks.
- Items and access spaces to the station and communication with other transport modes.
- Protection and safety elements at the station.

For the purposes of these access conditions, the following are not part of the station:

- Infrastructure elements and track superstructure, since the Catalogue does not cover tracks at stations in terms of capacity allocation or use of railway lines.
- Buildings, facilities, accesses and land specifically used for internal services of the railway infrastructure manager or not directly related to the operations at the station.
- Premises, offices and marketing activities of spaces for third parties, that are not RUs at the station's passenger building or other independent buildings.
- Land leasing activities.



In accordance with Law of the Railway Sector, passenger transport stations shall be classified into 6 categories according to their technical characteristics, service provision and intensity. The list of passenger stations owned by Adif and their category are available in this chapter, CHART "Classification of Stations".

Service facilities (tracks) of Passenger Stations made available to RUs are included in the service facilities Capacity Offer catalogue, available on Adif website, as an annex to this NS and in SYACIS application.

## COMMUTER STATIONS

Commuter stations provide public service in large urban and areas of influence, representing a sustainable public transport, efficient and with an attractive offer to mobility demands in this area. They aim to offer public service with criteria of quality, efficiency, innovation, and focus on clients, safety and sustainability, combining business criteria with those of state and territorial public interest.

Commuter hub providing services are: Asturias, Barcelona, Bilbao, Cadiz, Madrid, Malaga, Murcia/Alicante, San Sebastian, Santander, Sevilla, Valencia and Zaragoza.

Adif and RENFE-Operadora have signed an agreement entrusting RENFE Operadora with the integrated management and administration of these stations.

In accordance with Rail Sector Law 38/2015, additional provision twenty-eight, operation of passenger stations intended to provide rail services subject to public service obligations. The Infrastructure Manager, upon agreement with the tenderer who shall provide public compulsory rail transport services, may directly appoint the operation of passenger transport stations or any part of their service facilities exclusively designed to provide said transport services, if this operation is necessary for an effective provision. Likewise, they may also directly allocate the operation of these stations where, apart from trains subject to public service obligations, other transport services are performed and the only provider is the tenderer which shall provide said public service.

If the operation of service facilities is granted to the railway operator authorized to provide public compulsory rail services, the latter shall comply with Rail Sector Law 38/2015, article 42.3.

## STATIONS ON METRIC GAUGE LINES

These are stations with commuter and regional services that structure rail in Spanish territory. Adif and RENFE Operadora Group have signed an agreement by which RENFE-Operadora is entrusted with the integral management and administration of these stations.

A list of all the Passenger Stations is available in the Catalogue of Service Facility Descriptive Leaflets under this NS.

# 7.3.2.2. SERVICES

## BASIC SERVICES

### SERVICE OFFER

Upon infrastructure capacity allocation, RUs may need to provide certain services at passenger stations in order to perform their rail transport passenger commercial operations.

In these cases, railway undertakings shall request access facilities where a basic service provision is required as determined in the procedure set for that purpose, since they could require to use spaces (premises, warehouses, platforms, ...) at the station.

The furniture inside the premises is the responsibility of RUs, there are no restrictions other than those arising from legislation on safety, fire protection, environmental, accessibility or other applicable laws.

BASIC SERVICE	PASSENGER STATIONS
SB-1	Train stabling services on tracks with platform for commercial services or other operations and storage sidings.
SB-5	Access to buildings and platforms at passenger stations for passenger use
SB-7	Premises for attended Ticket Sales and Information Services
SB-8	Space for Ticket Sales and Information machines
SB-9	Premises for service personnel on board
SB-10	ADIF ACERCA Service to assist people with disabilities and/or reduced mobility



## SERVICE OFFER DESCRIPTION

The description, requirements, provision conditions, etc. of every service is collected individually in the corresponding descriptive leaflets.

SB-1	TRAIN STABLING SERVICE ON TRACKS WITH PLATFORM FOR COMMERCIAL SERVICES OR OTHER OPERATIONS AND STORAGE SIDINGS
DESCRIPTION	Train stabling services on tracks with platforms for commercial services, other operations and storage sidings.
PROVISION REGIME	<p>By Adif.</p> <p>Service provided by the Capacity Manager (CG) to stable trains for commercial services, as indicated in the Network Statement.</p> <p>Service provided by the Service Facility Manager (GIS) to stable trains for operations other than commercial service and sidings, in accordance with the Network Statement.</p>
SERVICE CONDITIONS	<p>It includes train stabling and platform use for commercial passenger services. Train stabling entails obtaining Stabling Capacity, granted upon path allocation.</p> <p>It may also include - upon RU request - tracks with platforms, defined in the track occupancy chart, for operations other than stabling for commercial passenger services such as cleaning, loading and unloading of on-board services, etc. and siding given service facilities at stations to allow their provision.</p> <p>Train maintenance operations are expressly excluded.</p>
REQUESTS	<p>RU has the obligation to request in SIPSOR - or by any other mean set forth in this NS - the required stabling time on station tracks for commercial passenger services, in accordance with the Network Statement.</p> <p>RUs are bound to request capacity in SYACIS, upon requirement, to use tracks with platform for operations other than commercial services and sidings in accordance with the Network Statement.</p>
PRIORITY CRITERIA	As set in the Network Statement.
ECONOMIC CONDITIONS	Service subject to tariffs. Modes C and D, and detailed in the Network Statement.

SB-5	ACCESS TO BUILDINGS AND PLATFORMS AT PASSENGER STATIONS FOR PASSENGER USE
DESCRIPTION	Access to buildings and platforms at passenger stations for passenger use
PROVISION REGIME	By Adif. Service provided by the Capacity Manager when access is linked to the allocation.
SERVICE CONDITIONS	It includes passenger use of station common facilities, and services available therein, considered to be lobbies, waiting rooms, passenger accesses, etc. It also includes information related to train services stopping at the station and the station's own services, in Spanish and, where appropriate, in the co-official languages of the relevant Autonomous Communities. It includes proper operation of facilities and adequate station maintenance and cleaning conditions. The rail infrastructure manager performs the service taking into account the station category.
REQUESTS	As set in the Network Statement
PRIORITY CRITERIA	As set in the Network Statement
ECONOMIC CONDITIONS	Service subject to tariffs. Mode A, and included in the Network Statement

SB-7	PREMISES FOR ATTENDED TICKETS SALES SERVICE AND INFORMATION
DESCRIPTION	Premises rented to be used by RUs to provide attended ticket and information services
PROVISION REGIME	RUs shall perform this service in self-provision on the area leased by Adif RUs will rent said premises to sell tickets for passenger transport services, to give information and client services related to this activities, and may also sell other rail transport products, provided these are performed in association with ticket acquisition for passenger transport services.



SB-7	PREMISES FOR ATTENDED TICKETS SALES SERVICE AND INFORMATION
SERVICE CONDITIONS	<p>Adif shall provide to different RUs premises located outside the departure lounges to provide the ticketing and information service.</p> <p>Premises for selling of tickets and information will be identified in the plan of Commercial Services to RUs, upon request.</p> <p>Ticket and information stores can be located in a closed space independent to the lobby, as a preferred option, with their own surface for clients waiting, or it can be a room open to the lobby when this alternative is not possible.</p> <p>Premises shall have electrical and communications sockets to install RU equipment.</p> <p>At the premises RUs shall able to install all furniture and equipment as considered to be necessary to provide sales and information services to clients.</p> <p>Should it be necessary to adapt the works inside the premises, the project approval shall be expressly required by the railway infrastructure manager.</p>
REQUESTS	<p>Annual and multi-annual, according to procedure requirements. Anyway, long-term applications shall be valid over 10 years, at most.</p>
PRIORITY CRITERIA	<p>As seen in the procedure</p> <p>Should any RU - upon request for new spaces, premises and/or services - already have one consolidated for providing service therein, it shall be taken into account for new allocations, in the percentage represented.</p> <p>Upon allocating the service, the contracts set for that purpose with RUs shall be considered a priority criteria for new requests from other RUs.</p> <p>The Railway Undertaking with most stops at the station shall have preference upon choosing the location, and so on.</p>
ECONOMIC CONDITIONS	<p>Invoicing unit is €/sqm-month</p> <p>Prices specified in section 7.3.2.4</p> <p>It does not include expenses for consumption, supplies, services, cleaning or maintenance arising from the use of premises, which shall be paid by RUs.</p> <p>The lessee shall pay for all taxes levied or arising from the activity to be developed in the leased premises, i.e. the relevant Real Estate Tax.</p>

SB-8	SPACE FOR TICKET MACHINES AND INFORMATION
DESCRIPTION	Spaces leased to be used by RUs to install and operate self-service ticket and information machines.
PROVISION REGIME	<p>SRUs shall perform this service in self-provision on the area leased by Adif.</p> <p>RUs shall rent premises to install ticketing machines for passenger transport services, information and client services related to this activity, i.e. stamping machines</p> <p>Client support services will correspond to RUs.</p>
SERVICE CONDITIONS	<p>Adif shall provide to different RUs spaces intended to place machines.</p> <p>A standard area of 0.75 sqm is assigned per machine.</p> <p>Spaces shall have electrical and communication sockets to install RU equipments.</p> <p>Machines shall be located in a space in the lobby with good visibility, installed in a grouped way to transfer the management unit image and facilitate their attention, given any incident.</p> <p>Project authorization is expressly required by the railway infrastructure manager.</p>
REQUESTS	Annual and multi-annual, complying with the procedure
PRIORITY CRITERIA	<p>As provided for in the procedure.</p> <p>Should any RU - upon request for new spaces, premises and/or services - already have one consolidated for providing service therein, it shall be taken into account for new allocations, in the percentage represented.</p>
ECONOMIC CONDITIONS	<p>Invoicing unit is € / machine-month (for a standard surface)</p> <p>Prices specified in section 7.3.2.4</p> <p>Units which occupancy exceeds the standards shall be invoiced as 2 units.</p> <p>Electricity consumption is price included.</p> <p>It does not include service, cleaning or maintenance expenses arising from machine use, which shall be born by the RU.</p>

SB-9	PREMISES FOR ON-BOARD STAFF
DESCRIPTION	Lease of premises for service personnel on board Railway Stations of Passengers and Freight
PROVISION REGIME	RUs shall perform this service in self-provision on the area leased by Adif.
SERVICE CONDITIONS	<p>Adif shall make available to different RUs premises located so that they can serve their on-board personnel within the scope that they define.</p> <p>Premises dedicated to attending on board service personnel shall be identified in the Commercial Services plan to RUs, which shall be made available to them upon request.</p> <p>Premises shall have electrical outlets to install RUs own equipment.</p> <p>Within the premises the RU shall be able to install all furniture and equipment as deemed necessary to attend on board service personnel.</p> <p>The installation of information supporting media outside the premises or located on the premises façade, in order to view from outside the premises, is not authorized, except for a n undertaking corporate identification.</p> <p>Should it be necessary to perform adaptation works inside the premises, the project approval shall be expressly required by the rail infrastructure manager.</p>
REQUESTS	<p>Annual, and multi-annual, in accordance with procedure requirements. The long-term application will be valid over a maximum of 10 years.</p> <p>As it is a basic service at least one premise is guaranteed for every RU on board service personnel upon request, when they have a commercial stop at the station, other spaces are subject to availability.</p>
PRIORITY CRITERIA	<p>As seen in the procedure.</p> <p>Should any RU - upon request for new spaces, premises and/or services - already have one consolidated for providing service therein, it shall be taken into account for new allocations, in the percentage represented.</p>
ECONOMIC CONDITIONS	<p>Invoicing unit is € / machine-month (for a standard surface)</p> <p>Prices specified in section 7.3.2.4</p> <p>It does not include service, cleaning or maintenance expenses arising from machine use, which shall be borne by the RU.</p> <p>The lessee shall pay for all taxes levied or arising from the activity to be developed in the leased premises, i.e. the relevant Real Estate Tax</p>

SB-10	ADIF SERVICE TO ASSIST PEOPLE WITH DISABILITIES AND/OR REDUCED MOBILITY AT STATIONS
DESCRIPTION	<p>Making a service available to Railway Undertakings for people with disabilities and/or reduced mobility to access stations, assisting them in their transit, using, for this, mechanical means or through personal accompaniment at stations either with permanent or occasional service. At stations with occasional service, it includes passengers getting on or off the train and, if necessary, accommodation on their seat with wheelchair anchoring or unanchoring at the place set for this purposes.</p> <p>The service is performed based on railway traffic evolution, needs of Railway Undertakings and requests from Associations of people with disabilities and of different Public Administrations</p>
PROVISION REGIME	By Adif
SERVICE CONDITIONS	<p>At every station a meeting point shall be defined to receive and gather clients.</p> <p>The infrastructure manager shall define the means to receive the information from Railway Undertakings in order to know at all times which stations, for which trains, as well as the required assistance.</p> <p>The assistance service for people with disabilities and/or reduced mobility will include the following modes:</p> <ul style="list-style-type: none"> <li>• <b>Permanent service:</b> Provided at stations with a Mobility Assistant permanently present throughout the station's commercial opening hours. Assistance requests will be covered up to 30 minutes before the train departs. Annex 1, included in section 7.3.15, details the stations where this service is provided.</li> <li>• <b>Timely service:</b> Provided at stations with no Mobility Assistant permanently attending, but rather the Assistant goes to the station to provide assistance upon request from Railway Undertakings with a minimum notice of 12 hours before the train departs. It includes the passenger getting on or off the train and, if necessary, the accommodation on their seat with the wheelchair anchoring and unanchoring at the place set for this purpose. Annex 2, included in section 7.3.15, details the stations where this service is provided.</li> </ul> <p>Services shall be provided, both when travelling begins and up to the arrival station.</p>
REQUESTS	As far in advance as possible and, at least, with the times indicated for permanent or occasional modes.
PRIORITY CRITERIA	All assistance meeting set deadlines is guaranteed and - as far as possible - the service basic principle shall be that a passenger with a disability and/or reduced mobility shall never fail to be attended to if requested.
ECONOMIC CONDITIONS	<p>Invoicing unit: Permanent Service: € / equivalent passenger Occasional Service: € / Assistance</p> <p>Prices specified in section 7.3.2.4.</p>
SERVICE PLANNED CHANGES	<p>Pandemic or any other crisis with an impact on rail transport mobility, may require the infrastructure manager to optimize and rationalize measures to provide this service, eventually reducing costs for Railway Undertakings.</p> <p>Amongst potential measures are the following:</p> <ul style="list-style-type: none"> <li>• Adapting the resources available based on the expected demand.</li> <li>• Extending the term to provide the service at permanent stations.</li> <li>• Changes to the service provision ways when it is possible to define – depending on demand - which stations with permanent assistance service turn to offer timely assistance.</li> </ul>

# ANCILLARY SERVICES

## SERVICES OFFER,

After allocating infrastructure capacity to RUs, they may need to provide certain services at passenger transport stations to perform their commercial operations related to rail transport.

Railway Undertakings that intend to perform a service considered as ancillary, shall contact the Passenger Stations Directorate in order to analyse the available spaces and their compatibility with all station operations.

When Adif has agreed upon the railway undertaking performing the requested service as ancillary type, they shall make the relevant capacity request, as determined in the procedure set for that purpose, since using spaces at the station could be required (premises, warehouses, platforms, ...)

The rail infrastructure manager shall allocate capacity according to transparent and non-discriminatory criteria.

The railway infrastructure manager shall not be obliged to provide the requested ancillary services, but should they offer to provide them to a railway undertaking, it shall happen in a non-discriminatory way and to any railway undertaking upon request.

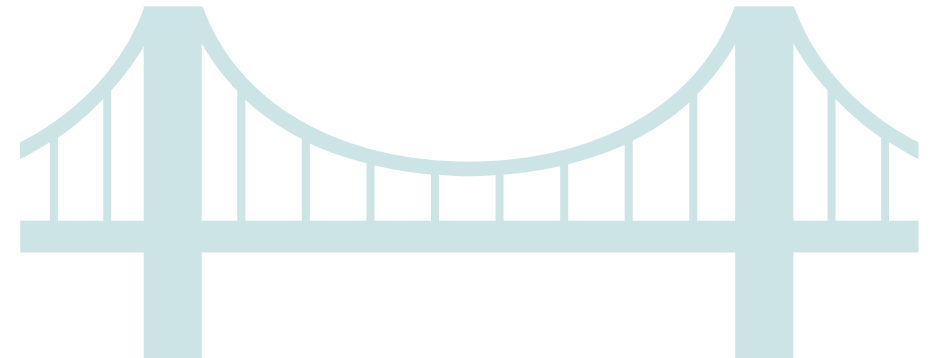
ANCILLARY SERVICES	PASSENGER TRANSPORT STATION
SX-5	Platform space for storing mobile equipment
SX-6	Prior commercial control of access to trains
SX-7	Last minute service point
SX-8	Lockers in a shared changing room
SX-9	Lost & found
SX-12	ADIF ACERCA Service to assist people with disabilities and/or reduced mobility to step on and off trains



## SERVICE OFFER DESCRIPTION

The description, requirements, provision terms, etc. of every service is individually defined in the corresponding descriptive leaflets:

SX-5	SPACE AT PLATFORMS TO STORE MOBILE EQUIPMENT
DESCRIPTION	Leasing spaces with low visibility on platforms where RUs may store mobile equipment to perform supplementary activities to the passenger transport service
PROVISION REGIME	RUs shall perform this service in self-provision on the area leased by Adif.
SERVICE TERMS	Adif may provide to different Rus with spaces on platforms to store mobile equipment (e.g. cleaning machinery or other mobile items, ...) RUs shall comply with Safety Standards, implementing procedures and monitoring activities set forth by the rail infrastructure manager.
REQUESTS	Annual and multi-annual, in accordance with the procedure requirements.
PRIORITY CRITERIA	Those covered by the procedure
ECONOMIC CONDITIONS	<p>Invoicing unit is €/sqm-month</p> <p>Prices specified in section 7.3.2.4.</p> <p>Electricity consumption is included in the price.</p> <p>No specific surveillance service is included, so no custody of stored items is offered.</p>



SX-6	PRIOR COMMERCIAL CONTROL OF ACCESS TO TRAINS
DESCRIPTION	RUs perform commercial control operations of access to trains.
PROVISION REGIME	RUs will use the items given by Adif to perform this self-service.
SERVICE TERMS	Adif may provide RUs with a counter to control clients' transport contract terms prior to accessing and boarding trains. These counters may be fixed or mobile. RUs will have 30 minutes maximum to do this control prior to train departure.
REQUESTS	Annually, by station and train numbering range.
PRIORITY CRITERIA	Not applicable
ECONOMIC CONDITIONS	Invoicing unit is €/train. Prices specified in section 7.3.2.4.



SX-7	LAST MINUTE ATTENTION POINT
DESCRIPTION	Leasing space for last minute services
PROVISION REGIME	RUs shall manage this self-provision service on the spaces leased by Adif.
SERVICE TERMS	Adif shall be able to facilitate to different RUs counters, at boarding areas, to provide this service. These items can be fixed or mobile. The spaces shall have electrical outlets and communications to install equipment for RUs
REQUESTS	Annually.
PRIORITY CRITERIA	As covered in the procedure Should any RU upon requesting new spaces, premises and/or services, already have a consolidated one because they were previously providing service, these elements shall be taken into account for new allocations in the percentage shown.
ECONOMIC CONDITIONS	Invoicing unit is €/counter-month Prices specified in section 7.3.2.4 Electricity consumption is price included. No specific surveillance service is included, so no custody of installed items is offered. Data consumption is not included.



SX-8	LOCKER IN SHARED CHANGING ROOMS
DESCRIPTION	Use of locker modules at unattended and shared changing rooms for RUs' operating personnel.
PROVISION REGIME	By Adif by leasing lockers .
SERVICE TERMS	<p>Adif shall be able to facilitate to different RUs individual lockers at shared locker rooms.</p> <p>Spaces shall be at closed premises, completely finished, and an access control system is authorized.</p> <p>Lockers shall be numbered for identification and shall be locked, providing an access key or two keys delivered per box office.</p> <p>The locker room will have benches, hangers and electrical outlets, hot and cold water.</p> <p>Shared locker rooms maintenance and cleaning shall be performed by the railway infrastructure manager.</p> <p>Adif shall not be responsible for the locker content.</p>
REQUESTS	Annually.
PRIORITY CRITERIA	As covered in the procedure
ECONOMIC CONDITIONS	<p>Invoicing unit is €/box office-month</p> <p>Prices specified in section 7.3.2.4.</p> <p>Electricity consumption is included in the price.</p>
SX-9	LOST OBJECT MANAGEMENT
DESCRIPTION	Management of clients' lost property delivered at the end-of-route train stations that will be delivered to their owner or the person authorized by the latter through due accreditation.
PROVISION REGIME	By Adif.

SX-9	LOST OBJECT MANAGEMENT
SERVICE TERMS	<p>Adif shall guarantee lost object traceability from its deposit by RUs to a final delivery to their owner or drop and delivery by abandonment to the corresponding Local Management.</p> <p>Objects containing personal documentation shall be delivered to the State Bodies and Security forces.</p> <p>The receipt of perishable goods shall not be permitted.</p>
REQUESTS	Annually
PRIORITY CRITERIA	Not applicable
ECONOMIC CONDITIONS	<p>Invoicing unit is: € / month by station category</p> <p>Prices specified in section 7.3.2.4</p>

SX-12	ADIF SERVICE TO ASSIST PEOPLE WITH DISABILITIES AND/OR REDUCED MOBILITY TO SET ON AND OFF TRAINS
DESCRIPTION	Availability to Railway undertakings of a service to enable people with disabilities and/or reduced mobility accessibility to access to trains, assisting them getting on and off trains and in their accommodation at places using, for this purpose, mechanical means or personal accompaniment.
PROVISION REGIME	By Adif.
SERVICE TERMS	<p>Assistance to persons with disabilities and/or reduced mobility shall include the following modes:</p> <ul style="list-style-type: none"> <li>• <b>Permanent service:</b> It is provided at stations with a Mobility Assistant on a continuous basis throughout the station's business hours. Annex 1 - included in section 7.3.15. - details the stations where this service is provided</li> </ul> <p>Services shall be provided, at the beginning of the journey and at the arrival station.</p> <p>The service includes passengers getting on and off the train and their seat accommodation, if necessary, correctly anchoring or unanchoring wheelchairs.</p>



## SX-12

## ADIF SERVICE TO ASSIST PEOPLE WITH DISABILITIES AND/OR REDUCED MOBILITY TO SET ON AND OFF TRAINS

### REQUESTS

As early as possible and at least with enough advance as indicated for the permanent service mode.

### PRIORITY CRITERIA

All assistance required within the deadlines is guaranteed and, to the extent possible, the basic principle of service shall be that passengers with disabilities and/or reduced mobility shall be attended at all times upon request.

### ECONOMIC CONDITIONS

Invoicing unit is:

€/equivalent passenger

Prices specified in section 7.3.2.4.



# TARIFF FOR USING SERVICE FACILITIES

In accordance with Law 38/2015, Article 96.1 of the Rail Sector, railway infrastructure managers will collect fees as defined hereunder from railway undertakings using the lines in the General Interest Railway Network, as well as passenger transport stations, freight transport terminals and other service facilities. These shall be known as rail tariffs.

Tariffs levy for using service facilities and infrastructures referred to under art. 98 in Rail Sector Act, as well as for providing services inherent to such use, as follows:

- A** Tariff for using passenger transport stations (Mode A).
- B** Tariff for running through gauge changers (Mode B).
- C** Tariff for using platform tracks at train parking stations for commercial passenger services and other operations (Mode C).

For the purposes of this tariff, the following two ones are set:

- C.1)** For train parking for commercial passenger services without other operations
- C.2)** For train parking for other operations.
- D** Tariff for using tracks of other service facilities: sidings, train composition and shunting, maintenance, washing and cleaning, fuel supply (Mode D).
- E** Tariff for using loading points for freight (Mode E).

Railway undertakings using railway service facilities associated with tracks shall be considered as taxable persons in modes **A**, **B** and **C**.

In mode **D**, railway undertakings and railway rolling stock owners that use taxable service facilities shall be taxable persons.

In mode **E**, railway undertakings, railway rolling stock owners, transport agents, shippers and combined transport operators using freight loading points are taxable persons.

In order to use service facilities in **C2**, **D** and **E** modes, it shall be necessary to obtain capacity at the facility, as required by the taxpayer to Adif on SYACIS application, and the transfer to third parties of the allocated capacity shall be totally prohibited. Section 4.9 of this NS describes how to process capacity requests and their allocation at service facilities.

No Tariffs of this section include electric power, water, fuel, telephone or any other kind of supply or service, and the taxable person shall pay for the expenses for consumptions or supplies provided or by the rail Infrastructure manager.

Accrual shall occur when the railway installation is used for **A**, **B** and **C1** modes of the tariff and if the capacity of the installation is allocated for modes **C2**, **D** and **E**, unless the allocations include the use for periods longer than the calendar month for these modes **D** and **E**, in which case the accrual shall occur on the first day of the successive periods to be paid off.

The rail infrastructure manager shall pay the modes of this tariffs distributed in calendar months. However, in **D** and **E** modes, for periods of use shorter than the calendar month, this period shall be paid off; and for periods of use longer than one year, upon request of the taxable person, the rail infrastructure manager shall pay for modes **D** and **E** for anticipated annual periods by applying a bonus to be determined annually on the basis of the financing costs of the rail infrastructure manager

and Included in the proposal for updating the amount of tariffs.

Law 31/2022, of 23 December, on the General State Budget for 2023, in article 86, includes the railway charges as from 1 January 2023 and with indefinite validity.

However, in accordance with transitional provision eight. Interim amendment of the railway tariffs indicated in this Law, article 86, are void in order to continue mitigating the effects of the crisis caused by COVID-19 on rail transport.

This provision shall be in force if there are no changes to the charges set out in Article 86, in which period the railway infrastructure managers shall apply the following unit amounts for rail tariffs.

On the other hand, Law 26/2022, of 19 December, amending Law 38/2015, of 29 September, on the railway sector, has amended CHAPTER II, railway tariffs and prices arising from the use of railway infrastructure and service facilities.

However, in accordance with transitional provision one in aforementioned Law 26/2022, a provisional application of existing fees and cancelling the amendment to certain sanctions, the system to determine railway tariffs in force upon an entry into force of this law shall continue to apply, until the approval and official publication of the values obtained in accordance with the system set therein.

## TARIFF FOR USING PASSENGER STATION, MODE A

With this tariff mode, the costs linked to maintenance and conservation of stations, to their replenishment and to the provision of the basic minimum services at stations, to the financial costs for stations classified in category 6, as well as to station monitoring services and access control of passengers and their luggages.

The amount of this tariff mode shall be calculated:

**A.1)** At stations of categories 1, 2, 3, 4 or 5 multiplying the unit tariff by the number of stops, considering the category of the station, the type of stop and the type of train.

The net tax shall be the result of applying over the previous full quota, an addition according to level of use of the station facilities. Said addition shall be calculated from the number of passengers actually stepping on and off said stop at the station.

The charges for this type of tariff, when a station in categories 1 to 4 is affected by situations that prevent the provision of minimum basic services during the period of one month or longer, shall be modified over the period of the unusual situation as follows:

The applicable charge to a station for every passenger that steps on or off board, shall be the one corresponding to the category immediately below when the number of basic services provided is equal to or less than the number of basic services included in the lower category plus half of the difference up to the number of basic services in the higher category. After its classification in the lower category, the process shall be repeated if the number of services provided so determines.

If a basic service is not provided with the usual means but continues to be provided in a “degraded” situation, that is, in any case it is provided, it shall be counted in the number of basic services rendered.



The rail infrastructure manager shall notify to rail operators of this circumstance as soon as it is known.

The change in tariffs shall not apply to category 5, since this is the lower category.

In the case of services outside the opening hours of stations, the whole quota shall be determined in accordance with section A.3.

TARIFF FOR USING PASSENGER TRANSPORT STATIONS- MODE A.1				
STATION CATEGORY	TYPE OF STOP	Long distance	Intercity	Commuter- Underground
		€/TRAIN- STOP		
1	DESTINATION	164.0000	33.7842	8.1082
	INTERMEDIATE	63.7800	13.1383	3.1532
	ORIGIN	182.2200	37.5380	9.0091
2	DESTINATION	78.1100	16.0904	3.8617
	INTERMEDIATE	30.3800	6.2574	1.5018
	ORIGIN	86.7900	17.8782	4.2908
3	DESTINATION	75.2111	15.0422	3.6101
	INTERMEDIATE	29.2487	5.8497	1.4039
	ORIGIN	83.5678	16.7136	4.0113
4	DESTINATION	33.4830	6.6966	1.6072
	INTERMEDIATE	13.0212	2.6042	0.6250
	ORIGIN	37.2034	7.4407	1.7858
5	DESTINATION	13.4793	2.6959	0.6470
	INTERMEDIATE	5.2419	1.0484	0.2516
	ORIGIN	14.9770	2.9954	0.7189

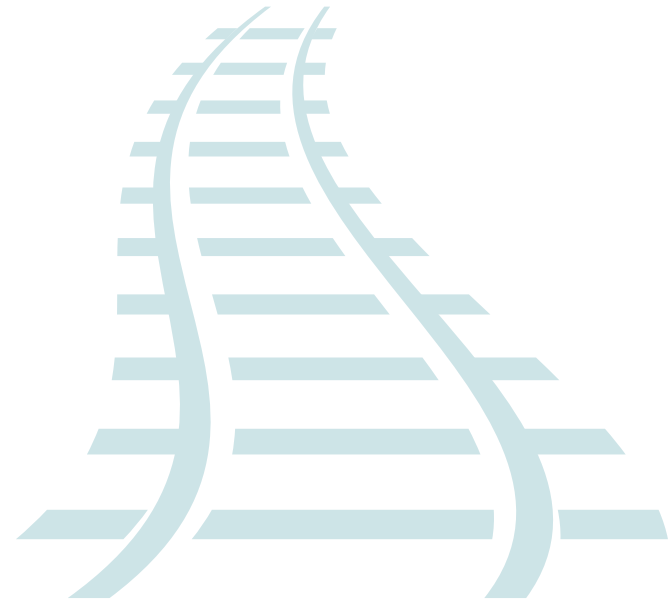
In "Reference Tables", shows the Stations classified by categories.



**A.2)** ) In category 6 stations, applying to each commuter hub the tariff amounts resulting from operating costs of the group of stations in this category per commuter hub.

The tariff is set by line or commuter hub and year, distributing the payment in twelve monthly instalments as follows:

TARIFF FOR USING PASSENGER TRANSPORT STATIONS CATEGORY 6 MODE A.2	
Hub	Monthly amount Euro
Asturias	5,329
Barcelona	131,409
Bilbao	18,463
Cádiz	850
Madrid	271,678
Málaga	18,836
Murcia	1,087
San Sebastián	16,832
Santander	1,333
Sevilla	1,632
Valencia	7,443
Asturias (RAM)	14,123
Murcia (RAM)	1,808
Cantabria (RAM)	6,778
Vizcaya (RAM)	1,943
León (RAM)	3,203
<b>Total Monthly</b>	<b>502,745</b>



**A.3)** For services outside the timetable of stations, multiplying the unit rate by the number of hours or fraction of extraordinary opening of stations, by station category. List of Passenger Transport Stations owned by Adif detailing the opening and closing times for each of them, is available on the website, as an annex to this NS.

This mode shall apply in cases of special passenger train traffic, stopping at stations outside their opening and closing hours originating the need for an extraordinary opening thereof.



The applicable amounts per hour and fraction are:

TARIFFS FOR EXTRAORDINARY OPENING OF MODE A.3 STATIONS	
STATION CATEGORY	€/HOUR
1	632
2	108
3	51
4	23
5	10
6	7

In "Reference Tables", shows the Stations classified by categories.

## TARIFF FOR RUNNING THROUGH GAUGE CHANGERS, MODE B

The amount of this mode shall be that which results from multiplying the unit rate with the number of trains running through a gauge changer in any direction.

### CHARGE TARIFF FOR RUNNING THROUGH GAUGE CHANGERS - MODE B

€ / For running through a Changer € 134.8211

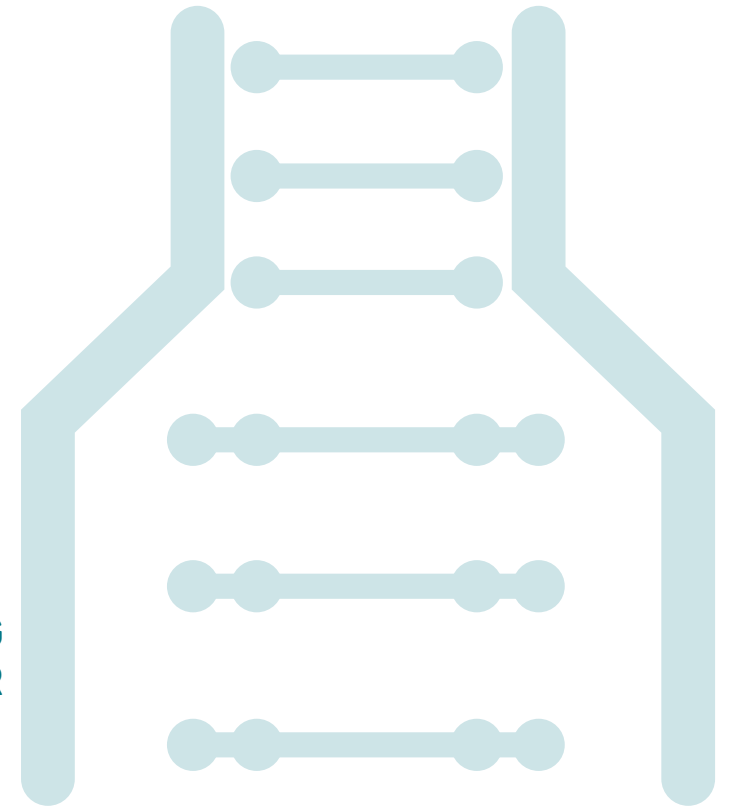
## TARIFF FOR USING PLATFORM TRACKS AT TRAIN PARKING STATIONS FOR COMMERCIAL PASSENGER SERVICES AND OTHER OPERATIONS, MODE C

For the purposes of this tariff, the following two tariffs are set:

- \* **C.1)** For train parking for commercial passenger services without other operations:

In general, a period of 15 minutes is established during which the fee shall not apply.

For the purposes of calculating the time of parking on platforms, intermediate stops in a commercial route shall not be considered, neither those where the railway infrastructure manager decides the permanence of the train on the stabling tracks.



There are two hourly periods depending on the station saturation, the ordinary saturation period between 5.00 am and 11.59 pm and the hourly period with the least saturation between 0.00 am and 4 am. 59 hours with a fixed reduced charge.

The tariff amount shall be that resulting from applying to each train the unit charge for the stabling time according to the station category.

CHARGES TARIFF FOR TRAIN PARKING FOR COMMERCIAL SERVICES WITHOUT OTHER OPERATIONS - MODE C.1			
STATION CATEGORY	ORDINARY SATURATION FROM 5:00 AM TO 11:59 PM		
	STABLING TYPE		
	A	B	C
	€/ Train		
1	2.2458	3.3688	4.4917
2	1.1229	1.6998	2.2458

In "Reference Tables", shows the Stations classified by categories.

CHARGES TARIFF FOR TRAIN PARKING FOR COMMERCIAL SERVICES WITHOUT OTHER OPERATIONS - MODE C.1			
STATION CATEGORY	LOW SATURATION FROM 00:00 AM TO 4:59 AM		
	STABLING TYPE		
	A	B	C
	€/ Train		
1	1.1229	1.6844	2.2459
2	0.5615	0.8499	1.1229

In "Reference Tables", shows the Stations classified by categories.

TYPE OF PARKING	
A	For every additional 5 minutes or fraction between 15 min. and 45 min.
B	For every additional 5 minutes or fraction between 45 min. and 120 min.
C	For every additional 5 minutes or fraction from 120 min.

- \* **C.2)** Train stabling for other operations (train interior and/or minimal exterior cleaning, loading and unloading of services on board, use of water intakes, use of fuel facilities, use of electrical outlets, use of WC emptying facilities and other similar ones).

The tariff amount shall result from applying the unit charge, determined according to the station category and operation type to be performed on the train, to the number of operations of each type performed over the parking period.

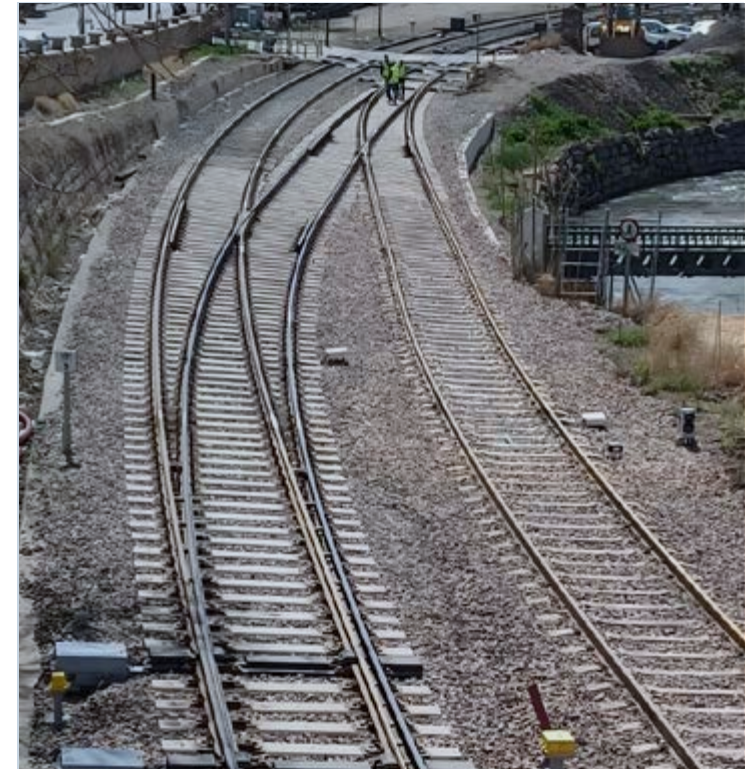
It is independently applied to charge C.1 for carrying out operations to trains during the parking period.

The operations performed on the train shall be classified into the following two types:

- **Type A:** Train interior and/or minimal exterior cleaning (front, doors and window glasses).
- **Type B:** For loading and unloading on-board services, use of water intakes, use of fuel installations, use of electrical outlets, use WC outlet systems and other similar ones.

CHARGES TARIFF FOR TRAIN PARKING FOR COMMERCIAL SERVICES WITHOUT OTHER OPERATIONS – MODE C.2.			
STATION CATEGORY		OPERATION	EUROS
TYPE A	1 -2	Train cleaning	0.6818
	Other	Train cleaning	0.5681
TYPE B	1 -2	Loading and unloading on board of the train	0.6722
	Other	Loading and unloading on board of the train	0.5601
For other operations			0.3947

In "Reference Tables", shows the Stations classified by categories



## TARIFF FOR USING TRACKS AT OTHER SERVICE FACILITIES: SIDINGS, TRAIN COMPOSITION AND SHUNTING, MAINTENANCE, WASHING AND CLEANING, FUEL SUPPLY, MODE D

These are set according to the periods when service facilities are used, with their basic components, such as track, overheadline, switches and additional equipment.

The amount of this mode shall be the result of calculating the amount for using the full authorized track, the amount associated with the equipment provided in that route and the amount of optional equipment requested, applying the unit amount of each concept by the corresponding units, apportioned for the requested period and affected by the coefficient of performance set in article 98. 4. D) of LSF.

## TARIFF FOR USING SIDINGS AND OTHERS -

### MODE D

#### BASE COMPONENTS

C track	5.4020 euro/m of track-year
C overheadline	1.8260 euro/m of overheadline-year
C switch I type (manual)	564.7550 euro/unit year
C switch II type (telecommanded)	2,165.9540 euro/unit year

#### COMPONENTS OF EQUIPMENT ASSOCIATED TO TRACK

C track gauge corridor	1.1910 euro/m of track-year
C track lighting	1.3680 euro/m of track-year
C shunting yard lighting	2.0260 euro/m of track-year
C Fire protection network	5.9530 euro/m of track-year
C Loading/unloading platform	52.4900 euro/m of track-year

#### OPTIONAL EQUIPMENT COMPONENTS

C grease collection trays	521.5160 euro/unit year
C fuel collection tray	820.0490 euro/unit year
C Cab Access Stairs	20.9450 euro/unit year
C Unloading pit	118.0500 euro/unit year
C Maintenance pit (without outlets)	188.3880 euro/unit year
C Loading/unloading platform	602.6130 euro/unit year
C Water, electric or compressed air in-take	43.7500 euro/unit year

Also, Art 98.4.D) in Rail Sector Act, provides for the application of the following minimum amounts:

- The minimum amount for use of refuelling service facilities for all fixed and mobile Adif fuel supply points shall be € 3.75
- The minimum amount for using other service facilities subject to this mode, shall be the equivalent of a minimum period of 4 hours use of each service facility.

Likewise, bonuses per concurrence are set, if an installation is used by a prime contractor and one or more secondary contractors, as well as bonuses for long-term siding of stock, as determined in Rail Sector Act.

As well as Additions or Penalties for taxable persons who - after obtaining an allocation of capacity for a given installation and period - cancel said reservation before the end of the period awarded, as determined in Rail Sector Act



## 7.3.2.3. FACILITY TECHNICAL FEATURES DESCRIPTION

### CATALOGUE OF SERVICE FACILITY FACT LEAFLETS

In accordance with Article 4, Implementing Regulation (EU) 2017/2177, service facilities operators shall draw up a description of the service facilities and services for which they are responsible, which shall include the information referred to under said Article.

To facilitate access to information on technical characteristics of service facilities, Adif has developed a computer application called PISERVI, Service Facilities Portal, available on ADIF website as annex to this NS.

PISERVI allows access to the information of service facilities: freight terminals, passenger stations, maintenance facilities, private loading stations, gauge changers, etc., through selective searches based on criteria such as: geographical location, type of facility, type of service, etc., to enable railway undertakings and other logistics operators a planning of rail services.

It also has an interactive map of the General Interest Railway Network (RFIG) with the ability to combine different search criteria. In this case the facilities resulting from searches will be represented on the map viewer and its Descriptive File may be selected and displayed.

Document is available on **Adif website** as annex to this NS. <https://www.adif.es/sobre-adif/conoce-adif/declaracion-sobre-la-red>

## BASIC PLANIMETRY OF SERVICES AT PASSENGER STATIONS

Railway undertakings interested in obtaining additional information on the basic planimetry of a passenger station should consult:

Directorate of Passenger Stations, Avenida Pío XII, 110- 28036 Madrid.

## 7.3.2.4. PRICES

### GENERAL CONDITIONS TO INVOICE RELATED SERVICES

The prices set in every category of related rail services do not include - unless expressly stated - the costs of electricity, water, gas, communications or similar supplies or services, and RUs shall pay the costs for consumption or supplies provided or provided by the railway infrastructure manager.

If RUs cannot directly contract supplies with supplying companies, the following shall be considered:

The railway infrastructure manager, in case of supply delivery, shall calculate the costs corresponding to consumptions as follows:



### SUPPLIES INCLUDED IN THE SERVICE PRICE:

To set the service price, an estimated average consumption has been considered taking into account the consumption of the field equipment, like in the case of self-selling machines.

### SUPPLY AT PREMISES:

The consumption of services provided by the Railway Infrastructure Manager shall be calculated based on the occupied surface of the premises.

### SUPPLIES MEASURED BY COUNTER:

Charging unit shall be calculated by dividing the amount of the periodic receipt presented by the company providing the service by the number of units of measure consumed, plus a 9% increase in management costs.

### OTHER SUPPLIES:

Charging unit shall be calculated by distributing the total amount of the cost of a periodic receipt presented by the company providing the service, taking into account the following factors:

In the case of water supply, the flow of the facilities used by RUs and hours of consumption, plus a 9% increase in management expenses.

In the case of energy supply, the type of facilities used by RUs and hours of consumption, plus a 9% increase in management expenses.

In the case of gas, total square meters of the surface included in the periodic receipt and the square meters of the surface used by RUs plus a 9% increase in management expense.

## BASIC SERVICE PRICES

The following tables indicate the prices of basic services by station category, the amounts indicated are expressed without indirect taxes unless otherwise indicated

These prices will come into effect on 1 January 2023 until 31 December 2023, continuing their validity as of this date until new ones are approved; they apply to the Services provided at service facilities in the General Interest Railway Network and railway service areas, managed by Adif.

### SB-1 TRAIN PARKING SERVICE ON TRACKS WITH PLATFORMS FOR COMMERCIAL SERVICES OR OTHER OPERATIONS AND STORAGE SIDINGS

The amounts are indicated in the previous section of Tariffs for using tracks with platforms at stations to stable trains for commercial passenger services and other operations, Mode C and tariff for using tracks for sidings at other service facilities, Mode D

## SB-5 ACCESS TO BUILDINGS AND PLATFORMS AT PASSENGER STATIONS FOR PASSENGERS

The amounts are indicated in afore section about Tariffs for using passenger transport stations, Mode A.

## SB-7 PREMISES FOR ATTENDED TICKETS SALES SERVICE AND INFORMATION

INVOICING UNIT \* €/ -sqm -month

### PRICES (depending on station category)

#### CATEGORY 1

20.59

#### CATEGORY 2

17.30

#### CATEGORY 3

13.37

#### CATEGORY 4

10.35

#### CATEGORY 5

5.83

It does not include the costs of consumption, supplies, services, cleaning or maintenance arising from the use of the premises, which shall be borne by RUs.

## SB-8 SPACE FOR TICKET MACHINES AND INFORMATION

INVOICING UNIT \* €/ machine -month- (for a standard area of 0.75 sqm)

### PRICES (depending on station category)

#### CATEGORY 1

210.00

#### CATEGORY 2

151.00

#### CATEGORY 3

105.00

#### CATEGORY 4

75.00

#### CATEGORY 5

54.00

**SB-8**
**SPACE FOR TICKET MACHINES AND INFORMATION**

Units with more occupancy than the standard shall be invoiced as 2 units.

Electricity consumption is price included.

It does not include service, cleaning or maintenance costs arising from machine use, which shall be borne by RUs

**SB-9**
**LOCAL FOR SERVICE PERSONNEL ON BOARD**

INVOICING UNIT \* €/sqm month

**PRICES (depending on station category)**
**CATEGORY 1**

11.99

**CATEGORY 2**

10.08

**CATEGORY 3**

7.79

**CATEGORY 4**

6.03

**CATEGORY 5**

-----

It does not include the costs of consumption, supplies, services or maintenance arising from the use of premises, which shall be borne by the RU

**SB-10**
**ADIF SERVICE TO ASSIST PEOPLE WITH DISABILITIES AND/OR REDUCED MOBILITY AT STATIONS**

Stations with Permanent Service

€/Equivalent Passenger

*Charges year 2023\_\_ 0.1920 €/Equivalent passenger*

Stations with occasional Service

€/Assistance

*Charges year 2023\_\_ 45.87€ /Assistance*

SB-10 ADIF SERVICE TO ASSIST PEOPLE WITH DISABILITIES AND/OR REDUCED MOBILITY AT STATIONS	
Passenger equivalence	
Passenger type	Equivalent passengers
NATIONAL / INTERNATIONAL	1.00000
INTERCITY	0.39093

The equivalent passengers to be invoiced shall be the result of multiplying the coefficient associated with every type by the total number of passengers, stepping up and down, stated by the railway operator in the corresponding month for tariff purposes.

Given current health circumstances and their possible impact on planned demand in terms of passenger volume going to or coming from stations where the service is provided, together with the need, if any, of adapting the available resources to the services, at the end of every semester the invoiced amounts shall be settled according to actual prices arising from the regularized period, depending on the number of real passengers and costs incurred by Adif with service providing companies, by issuing an additional invoice or credit note, as appropriate.

Assistance at the stations with cancelled Timely Services shall be invoiced if the cancellation is not done over 3 hours to the requested time.

### Supporting documentation:

The basic services application models in the field of passenger stations are available in Annex C.

## PRICES OF ANCILLARY SERVICES

The following tables indicate the prices of ancillary services by station category, the amounts indicated are expressed without indirect taxes unless otherwise indicated.

These prices will come into effect on 1 January 2023 until 31 December 2023, continuing their validity as of this date until new ones are approved; they apply to the Services provided at service facilities in the General Interest Railway Network and railway service areas, managed by Adif.

**SX-5**
**PLATFORM SPACE FOR STORING MOBILE EQUIPMENT**

INVOICING UNIT \* €/sqm month

**PRICES (depending on station category)**
**CATEGORY 1**

1.80

**CATEGORY 2**

1.51

**CATEGORY 3**

1.17

**CATEGORY 4**

0.90

**CATEGORY 5**

-----

No specific surveillance service is included, so no custody of stored items is offered.

Electricity consumption is included in the price.

**SX-6**
**PRIOR COMMERCIAL CONTROL OF ACCESS TO TRAINS**

INVOICING UNIT \* €/train

**PRICES (depending on station category)**
**CATEGORY 1**

0.35

**CATEGORY 2**

0.35

**CATEGORY 3**

0.35

**CATEGORY 4**

0.35

**CATEGORY 5**

-----

Electricity consumption is price included.

Data consumption is not included.



## SX-7 LAST MINUTE SERVICE POINT

INVOICING UNIT \* €/counter- month

### PRICES (depending on station category)

#### CATEGORY 1

20.30

#### CATEGORY 2

20.30

#### CATEGORY 3

20.30

#### CATEGORY 4

20.30

#### CATEGORY 5

-----

Electricity consumption is price included.

No specific surveillance service is included, so no custody of installed items is offered.

Data consumption is not included.

## SX-8 LOCKERS IN A SHARED CHANGING ROOM

INVOICING UNIT \* €/box office-month

### PRICES (depending on station category)

The monthly price per rental box office unit is as follows:

#### CATEGORY 1

15.23

#### CATEGORY 2

15.23

#### CATEGORY 3

15.23

#### CATEGORY 4

15.23

#### CATEGORY 5

-----

Electricity consumption is included in the price.

SX-9 LOST AND FOUND MANAGEMENT				
INVOICING UNIT		* €/month		
PRICES (depending on station category)				
CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
560.00	310.00	230.00	175.00	-----

SX-12 ADIF ACERCA SERVICE TO ASSIST PEOPLE WITH DISABILITIES AND/OR REDUCED MOBILITY TO STEP ON AND OFF TRAINS		
Stations with Permanent Service	€/Equivalent Passenger	<i>Charges year 2023__ 0.0213 €/Equivalent passenger</i>
Passenger equivalence		
Passenger type	Equivalent passengers	Given the current health circumstances and their impact on the planned demand in terms of passenger going to or coming from stations where the service is provided, together with the need, where appropriate, to adapt the available resources to the service, at the end of every semester the invoiced amounts shall be settled on the basis of actual prices resulting for the regularized period, depending on the number of actual passengers and costs incurred by Adif with service providing companies, by issuing an additional invoice or credit note, as appropriate.
NATIONAL/INTERNATIONAL	1.00000	
INTERCITY	0.39093	

#### SUPPORTING DOCUMENTATION:

Ancillary service request models in the field of passenger stations are available in section Annex C.

# TARIFF APPLICATION

## REFERENCE TABLES

In accordance with the provisions of Rail Sector Act, the following is the nominal classification by category of stations

### NOMINATIVE CLASSIFICATION STATION.

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2023)	
CATEGORY 2	
A CORUÑA	SALAMANCA
BARCELONA-ESTACIO DE FRANÇA	TARRAGONA
MADRID-ATOCHA CERCANIAS	VALENCIA-ESTACIO DEL NORD

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2023)			
CATEGORY 3			
ALCALÁ DE HENARES	FABRA I PUIG	LOGROÑO	SAN FERNANDO-BAHÍA SUR
ALCÁZAR DE SAN JUAN	FIGUERES	MADRID-PRÍNCIPE PÍO	SANT CELONI
ALMERÍA	FLAÇA	MEDINA DEL CAMPO	SANT VICENÇ DE CALDERS
ARC DE TRIOMF	FUENLABRADA	MERIDA	SANTANDER
AVILA	GIJÓN-SANZ CRESPO	MIRANDA DE EBRO	SILS
BADAJOS	HUELVA	ORIHUELA MIGUEL HERNÁNDEZ	TORREDEMBARRA
BARCELONA-PASSEIG DE GRACIA	HUESCA	OVIEDO	TORTOSA
BURGOS-ROSA MANZANO	INTERMODAL ABANDO INDALECIO PRIETO	PAMPLONA	TUDELA DE NAVARRA
CÁDIZ	IRUN	PLAÇA DE CATALUNYA	VIGO-GUIXAR
CALDES DE MALAVELLA	JEREZ DE LA FRONTERA	PORTBOU	VILANOVA I LA GELTRU
CAMBRILS	LA SAGRERA-MERIDIANA	PUERTO DE SANTA MARÍA	VILLALBA DE GUADARRAMA
CASTEJÓN DE EBRO	L'ALDEA-AMPOSTA-TORTOSA	PUIGCERDA	VINAROS
CERDANYOLA DEL VALLES	LEGANES	REUS	VITORIA/GASTEIZ
EL CLOT	L'HOSPITALET DE LLOBREGAT	SAN BERNARDO	

**TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2023)**
**CATEGORY 4**

AEROPUERTO DE JEREZ	BUÑOL	ESTADIO	LOS ROSALES	ORPESA	SEGOVIA	VALENCIA-CABANYAL
ALCALA DE CHIVERT	CALAFELL	FERROL	LUGO	OSUNA	SEGUNDA AGUADA	VALENCIA-LA FONT DE SANT LLUIS
ALCOI	CALAHORRA	GANDIA	MAÇANET-MASSANES	PALMA DEL RIO	SEGUR DE CALAFELL	VALLE REAL
ALDAIA	CALLOSA DE SEGURA	GAVA	MALIAÑO LA VIDRIERA	PEÑARANDA DE BRACAMONTE	SIGÜENZA	VALLS
ALGECIRAS	CALLOSA DE SEGURA-COX	GRANOLLERS-CENTRE	MANRESA	PLASENCIA	SILLA	VENTA DE BAÑOS
ALMANSA	CALZADA DE ASTURIAS	GUADALAJARA	MANZANARES	PLATJA DE CASTELLDEFELS	SITGES	VILADECANS
ALORA	CAMALLERA	HERNANI-CENTRO	MARCHENA	POLA DE LENA	SOCUELLAMOS	VILAMALLA
ALTAFULLA-TAMARIT	CAMPUS UNIVERSITARIO DE RABANALES	ILLESCAS	MIERES-PUENTE	PONFERRADA	TAFALLA	VILA-REAL
ALTSASU	CARTAGENA	JAEN	MIRAFLORES	POSADAS	TALAVERA DE LA REINA	VILA-SECA
AMETZOLA	CASTELLDEFELS	LA ENCINA	MOLLET-SANT FOST	PUÇOL	TERRASSA ESTACIÓ DEL NORD	VILLACAÑAS
ANDOAIN-CENTRO	CERCEDILLA	LA LLAGOSTA	MONFORTE DE LEMOS	PUENTE SAN MIGUEL	TERRASSA EST	VILLARROBLEDO
ARANJUEZ	CHIVA	L'AMETLLA DE MAR	MONFRAGÜE	PUERTO REAL	TERUEL	VILLENA
ASTILLERO	CUBELLES	L'AMPOLLA-PERELLO-DELTEBRE	MONTBLANC	RENEDO	TOLOSA	VIRGEN DEL ROCIO
BARBERA DEL VALLES	CUENCA	L'ARBOÇ	MONTCADA I REIXAC	RIOLL	TORELLO	XATIVA
BASURTO HOSPITAL	CULLERA	LEBRIJA	MONTCADA I REIXAC-MANRESA	RONDA	TORRE BARÒ VALLBONA	ZARAGOZA-GOYA
BEASAIN	CUNIT	LEGAZPI	MONTCADA I REIXAC-SANTA MARIA	SABADELL CENTRE	TORRELAVEGA	ZARZALEJO
BELLAVISTA	DOS HERMANAS	L'HOSPITALET DE L'INFANT	MONTCADA-BIFURCACIO	SABADELL NORD	TORRELAVEGA-CENTRO	ZUMARRAGA
BELLVITGE-GORNAL	EL ESCORIAL	LINARES-BAEZA	MONTMELO	SABADELL SUD	TORRIJOS	
BENICARLO-PEÑISCOLA	EL PRAT DE LLOBREGAT	LLAMAQUIQUE	MORA LA NOVA	SAGUNT	TOTANA	
BENICASSIM	EL VENDRELL	LLANÇA	NAVALMORAL DE LA MATA	SALOU-PORT AVENTURA	UTRERA	
BILBAO-LA CONCORDIA	ELDA-PETRER	LLODIO	NULES-VILLAVIEJA	SAN ANDREU	VALDECILLA LA MARGA	
BILLABONA-ZIZURKIL	ELX-CARRUS	LORA DEL RIO	O CARBALLIÑO	SANT VICENÇ DE CASTELLET	VALDEPEÑAS	
BOBADILLA	ELX-PARC	LORCA-SUTULLENA	ORDIZIA	SARRIA	VALENCIA SANT ISIDRE	

**TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2023)**
**CATEGORY 5**

A CUQUEIRA	ALJUCEN	ARAÑALES DE MUEL	BAIDES	BENIEL	CABEZA DEL BUEY	CAMPORROBLES
A FRIELA-MASIDE	ALMADENEJOS-ALMADEN	ARBO	BALLOTA	BENIGANIM	CABEZON DE LA SAL	CAMP-REDO
A RUA-PETIN	ALMAGRO	ARCADE	BALMASEDA	BERANGA	CABEZON DEL PISUERGA	CANABAL
ABEJERA	ALMARGEN-CAÑETE LA REAL	ARCHENA-FORTUNA	BALMORI	BERCEDO-MONTIJA	CABRA DEL SANTO CRISTO Y ALICUN	CANERO
AGONCILLO	ALMASSORA	ARCOS DE JALON	BALSICAS-MAR MENOR	BETANZOS-CIDADE	CADAGUA	CANFRANC
AGRES	ALMAZAN-VILLA	AREAS	BARALLOBRE	BETANZOS-INFESTA	CADAVEDO	CANGAS DE FOZ
AGUILAR DE CAMPOO	ALMENARA	AREVALO	BARBANTES	BIDUEIROS	CALAF	CANTALAPIEDRA
AGUILAR DE SEGARRA	ALMENDRALEJO	ARGUISUELAS	BARCENA	BINEFAR	CALAMOCHA	CAÑADA DEL HOYO
AGUILAS	ALMONASTER-CORTEGANA	ARIJA	BARCIA	BOÑAR	CALAMONTE	CAÑAVERAL
AGULLENT	ALMORAIMA	ARIZA	BARRA DE MIÑO	BORDILS-JUIA	CALAÑAS	CAPÇANES
AGURAIN/SALVATIERRA DE ALAVA	ALMORCHON	ARLA BERRON	BARRACAS	BORGONYA	CALATORAO	CARANCOS
ALAGON	ALMURADIEL-VISO DEL MARQUES	ARRIATE	BARREIROS	BRAÑUELAS	CALDEARENAS-AQUILUE	CARBAJALES DE ALBA
ALAR DEL REY	ALTSASU-PUEBLO	ARRIONDAS	BARRIENTOS	BRAZATORTAS-VEREDAS	CALDELAS	CARBONERAS DE GUADAZAON
ALBAIDA	AMUSCO	ARROYO DE MALPARTIDA	BECERRIL	BRIVIESCA	CAMANGO	CARDEÑOSA DE AVILA
ALBUIXECH	ANDUJAR	ARTZENTALES	BEIFAR	BUBIERCA	CAMARLES-DELTEBRE	CARIÑENA
ALCANADRE	ANGLESOLA	AS NEVES	BELL-LLOC D'URGELL	BUFALI	CAMBRE	CARRASCOSA DE HENARES
ALCOLEA DE CORDOBA	ANTEQUERA	ASCO	BELLPUIG	BURELA	CAMINREAL-FUENTES CLARAS	CARRION DE LOS CESPEDES
ALCOVER	ANZANIGO	ASTORGA	BELMONTE	BURRIANA-ALQUERIAS DEL NIÑO PERDIDO	CAMPANARIO	CARTAVIO
ALDEALENGUA	APALLA	ATECA	BELMONTE DE PRIA	BUSDONGO	CAMPDEVANOL	CASAS DE MILLAN
ALEGRIA-DULANTZI	ARAHAL	AYERBE	BEMBIBRE	CABANAS	CAMPILLO	CASATEJADA
ALFARO	ARAIÁ	BAAMONDE	BENACAZON	CABAÑAS DE ALISTE	CAMPILLOS	CASETAS
ALHAMA DE ARAGON	ARANGUREN	BABILAFUENTE	BENALUA DE GUADIX	CABAÑAS DE EBRO	CAMPO DE CRIPTANA	
ALHAMA DE MURCIA	ARANGUREN-APEADERO	BADULES	BENAOJAN-MONTEJAQUE	CABAÑAS DE VIRTUS	CAMPOMANES	



**TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2023)**
**CATEGORY 5 (continuation)**

CASPE	CERVERA	CORTES DE LA FRONTERA	EL CARPIO	ESCACENA	FORNELLS DE LA SELVA	GOLMES
CASTELLNOU DE SEANA	CESANTES	CORTES DE NAVARRA	EL CARRION	ESPASANTE	FOZ	GOMECELLO
CASTIELLO-PUEBLO	CESURAS	COVAS	EL CHORRO-CAMINITO DEL REY	ESPELUY	FREGENAL DE LA SIERRA	GRADO
CASTILLEJO DEL ROMERAL	CETINA	COVAS DE VIVEIRO	EL COBUJON	ESPINOSA DE HENARES	FRESNO EL VIEJO	GRAJAL
CASTILLEJO-AÑOVER	CHESTE	CRESPOS	EL ESPINAR	ESPINOSA DE LOS MONTEROS	FRIEIRA	GRAÑEN
CASTREJON DE LA PEÑA	CHILCHES	CUBILLAS DE SANTA MARTA	EL HIGUERON	ESPINOSA DE VILLAGONZALO	FROMISTA	GRIJOTA
CASTROPOL	CHILLARON	CUDILLERO	EL PEDROSO DE LA ARMUÑA	ESTEIRO	FUENTE DEL ARCO	GRISEN
CASTUERA	CICERO	CUENCABUENA	EL PIMPOLLAR	ETXARRI-ARANATZ	FUENTE SANTA DE NAVA	GUADALCANAL
CATOIRA	CIEZA	CUEVAS	EL PITO PIÑERA	FABARA	FUENTES	GUADALMEZ-LOS PEDROCHES
CAUDETE	CILLAMAYOR	CUEVAS DE VELASCO	EL PUIG	FAIO-LA POBLA DE MASSALUCA	FUENTES DE EBRO	GUADIANA
CAUDIEL	CINCO CASAS	CUMBRES MAYORES	EL REMEDIO	FAZOURO	FUENTES DE OÑORO	GUADIX
CAZALLA-CONSTANTINA	CIRCUIT RICARDO TORMO	CURTIS	EL ROMERAL	FECULAS-NAVARRA	GADOR	GUALBA
CECEBRE	CISNEROS	DAIMIEL	EL TAMUJOSO	FERRERIAS	GALLUR	GUARDO
CECEDA	CISTIerna	DON BENITO	ELS GUIAMETS	FERRERUELA	GAMA	GUARDO-APEADERO
CELLA	CIUDAD RODRIGO	DOSANTE CIUDAD	ELVIÑA-UNIVERSIDADE	FERRERUELA DE TABARA	GARROVILLA-LAS VEGAS	GUAREÑA
CELORIO	COCENTAINA	DUEÑAS	EMBED DE JALON	FILGUEIRA	GAUCIN	GUDILLOS
CELRA	COLERA	DUESAIGÜES-L'ARGENTERA	ENCINACORBA	FIÑANA	GENOVES	GUILLAREI
CERCEDA-MEIRAMA	COLLOTO	EL BARCENAL	ENTRAMBARRIAS	FLIX	GERGAL	GUIMORCONDO
CERDIDO	COLOMBRES	EL BERRON	EPILA	FOLGUEIRO	GIBAJA	GUITIRIZ
CEREZAL DE LA GUZPEÑA	CORCOS-AGUILAREJO	EL BURGO RANERO	ERUSTES	FONCIELLO	GIBRALEON	

**TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2023)**

**CATEGORY 5 (continuation)**

HARO	JUNEDA	LA PUEBLA DE ARGANZON	LECHAGO	LOS CORROS	MEDAL	MONZON-RIO CINCA
HELLIN	KARRANTZA	LA PUEBLA DE HIJAR	LES BORGES BLANQUES	LOS MILANOS	MEDINACELI	MORA DE RUBIELOS
HERAS	LA ALAMEDILLA	LA RIBA	LES BORGES DEL CAMP	LOS SANTOS DE MAIMONA	MENGIBAR-ARTICHUELA	MORATA DE JALON
HERRADON-LA CAÑADA	LA ARGAÑOSA-LAVAPIES	LA ROBLA	L'ESPLUGA DE FRANCOLI	LOZA	MERCADILLO-VILLASANA	MOREDA
HERRERA DEL PISUERGA	LA ASUNCION UNIVERSIDAD	LA RODA DE ALBACETE	LIERES	LUARCA	MERES	MORES
HOSTALRIC	LA CANTABRICA	LA SELVA DEL CAMP	LIMPIAS	LUCENI	MIMETIZ	MORISCOS
HOZ DE ANERO	LA CARIDAD	LA VECILLA	LINAREJOS-PEDROSO	MADEIRO	MINAYA	MOSENDE
HUERCAL-VIATOR	LA CARRERA DE SIERO	LA ZAIDA-SASTAGO	LINARES-CONGOSTINAS	MAGAZ	MIÑO	MUROS DE NALON
HUETE	LA ERCINA	LABACENGOS	LLAMES	MALIAÑO	MIRABEL	NANCLARES-LANGRAIZ
HUMANES DE MOHERNANDO	LA ESPINA	LAGO	LLANES	MANLLEU	MOECHE	NARROS DEL CASTILLO
INFIESTO	LA FARGA DE BEBIE	LALIN	LLANO	MANZANOS	MOIXENT	NAVA
INFIESTO-APEADERO	LA FLORESTA	LAMAS	LLERENA	MARÇA-FALSET	MOLLERUSSA	NAVA DEL REY
IRAUREGI	LA GINETA	LAS CABEZAS DE SAN JUAN	LLOVIO	MARCILLA DE NAVARRA	MONREAL DE ARIZA	NAVALPERAL
IZNALLOZ	LA GRANJA	LAS CALDAS DE BESAYA	LOIBA	MARIA DE HUERVA	MONREAL DEL CAMPO	NAVARRETE
JABUGO-GALAROZA	LA LLAMA DE LA GUZPEÑA	LAS CAMPAS	LONGARES	MARRON	MONTAVERNER	NAVAS DE RIOFRIO-LA LOSA
JACA	LA MAGDALENA	LAS CAMPAS DE CASTROPOL	LORIGUILLA-REVA	MARZAN	MONTEARAGON	NAVIA
JADRAQUE	LA MOLINA	LAS CUEVAS	LOS ANGELES DE SAN RAFAEL	MATALLANA	MONTEFURADO	NEDA
JERICA-VIVER	LA PALMA DEL CONDADO	LAS MAZAS	LOS BARRIOS	MATAPORQUERA	MONTES CLAROS	NIEBLA-PUERTA DEL BUEY
JIMENA DE LA FRONTERA	LA PLANA-PICAMOIXONS	LAS MELLIZAS	LOS CABOS	MATAPOZUELOS	MONTIJO	NISTAL
JIMERA DE LIBAR	LA POBLA DEL DUC	LAS NAVAS DEL MARQUES	LOS CARABEOS	MATILLAS	MONTIJO-EL MOLINO	NOBLEJAS
JODAR-UBEDA	LA POLA DE GORDON	LAS ROZAS DE VALDEARROYO	LOS CORRALES DE BUELNA	MAVE	MONZON DE CAMPOS	

**TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2023)**
**CATEGORY 5 (continuation)**

NOIS	OROPESA DE TOLEDO	PEDROLA	POLICLINICO	PURROY	RIBAFORADA	SALILLAS DE JALON
NONASPE	ORTIGOSA DEL MONTE	PEDROSA	PONTE MERA	QUEREÑO	RIBA-ROJA D'EBRE	SALINAS DE PISUERGA
NOVELDA-ASPE	ORTIGUEIRA	PEDROSO	PONTECESURES	QUERO	RIBES DE FRESER	SALOMO
NOVELLANA	OS CASTROS	PEDROSO DE NARON	PONTEDEUME	QUINTANA DE LOS PRADOS	RICLA-LA ALMUNIA	SALVATERRA
NUEVA	OS PEARES	PENDUELES	PONTEVEDRA-UNIVERSIDAD	QUINTANA DEL PUENTE	RIELLS I VIABREA-BREDA	SAMPER
NUEVA MONTAÑA	OSEBE	PEÑAFLO	POO	QUINTANA REDONDA	RIGLOS	SAN ANTONIO DE REQUENA
NULLES-BRAFIM	OSORNO	PEÑAFLO DE GRADO	PORQUEROS	QUINTANA-RANEROS	RIGLOS-CONCILIO	SAN CIBRAO
O ALTO DO CASTIÑEIRO	OTERO-HERREROS	PERBES	PORTELA	QUINTANILLA DE LAS TORRES	RINCON DE SOTO	SAN CLAUDIO
O BARCO DE VALDEORRAS	OTUR	PERLIO	POSADA	QUINTO	RINLO	SAN CLODIO
O BARQUEIRO	OZA DOS RIOS	PESUES	POUSA-CRECENTE	RABADE	RIUDECANYES-BOTARELL	SAN CLODIO-QUIROGA
O BURGO-SANTIAGO	OZANES	PINTUELES	POZALDEZ	RAJADELL	RIUDELLOTS	SAN COSME
O IRIXO	PADRON	PIÑA	PRADELL	REDONDELA	ROBLEDOS DE CHAVELA	SAN CRISTOBAL
O PONTO	PADRON BARBANZA	PIÑEIRAS	PRADO DE LA GUZPEÑA	REDONDELA-AV	ROBREDO AHEDO	SAN FELIZ
O PORRIÑO	PALANQUINOS	PIÑERA-VILLAORIL	PRAVIA	REDONDELA-PICOTA	RODA DE BARA	SAN ISIDRO-ALBATERA-CATRAL
O VICEDO	PANCORBO	PIÑO	PUEBLA DE SANABRIA	REDONDO	RODA DE MAR	SAN JUAN DEL PUERTO
OCAÑA	PARACUELLOS-SABIÑAN	PITIEGUA	PUEBLA DE VALVERDE	REINANTE	ROIZ	SAN MARTIN DE LUIÑA
OLITE/ERRIBERRI	PAREDES DE NAVA	PLANOLES	PUENTE AGÜERO	REINOSA	RUBIELOS DE MORA	SAN MIGUEL DE LAS DUEÑAS
ONTIGOLA	PARGA	PLASENCIA DE JALON	PUENTE ALMUHEY	REQUENA	RUEDA DE JALON-LUMPIAQUE	SAN MORALES
ONTINYENT	PARQUE PRINCIPADO	PLASENCIA DEL MONTE	PUENTE DE LOS FIERROS	RIBADAVIA	SABIÑAN	SAN PABLO
ORDES	PEDRELO-CELTIGOS	POBRA DE BROLLON	PUERTO ESCANDON	RIBADEO	SABIÑANIGO	
OREJO	PEDRERA	POLA DE SIERO	PUIGVERD DE LLEIDA-ARTESA DE LLEIDA	RIBADESELLA	SAHAGUN	

**TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2023)**
**CATEGORY 5 (continuation)**

SAN PEDRO DEL ARROYO	SANT JORDI DESVALLS	SANTAS MARTAS	SOBRADELO	TARDIENTA	TORRIJO DEL CAMPO	URTX-ALP
SAN PEDRO DO SIL	SANT MARTI SESGUEIOLES	SANTIBAÑEZ DE LA PEÑA	SODUPE	TARREGA	TOSÉS	UTEDO
SAN PEDRO NORA	SANT MIQUEL DE FLUVIA	SANTO ESTEVO DO SIL	SONCILLO	TEIXEIRO	TRASLAVIÑA	UTIEL
SAN RAFAEL	SANT QUIRZE DE BESORA-MONTESQUIU	SARIÑENA	SORIA	TEMBLEQUE	TRECEÑO	UXES
SAN ROMAN	SANTA CRUZ DE LA ZARZA	SARRACIN DE ALISTE	SORRIBA	TERRER	TRETO	VADO-CERVERA
SAN ROQUE DEL ACEBAL	SANTA CRUZ DE MUDELA	SARRION	SOTO DE DUEÑAS	TOCINA	TRUBIA	VAL DE PILAS
SAN ROQUE-LA LINEA	SANTA EULALIA DEL CAMPO	SAX	SOTO DE LUIÑA	TOL	TUI	VALCUENDE
SAN SADURNIÑO	SANTA ICIA	SEBARES	SOTO UDRION	TORAL DE LOS VADOS	UDALLA	VALDECILLA
SAN VICENTE DE ALCANTARA	SANTA LUCIA	SEDES	SOTOSCUEVA	TORAÑO	UHARTE-ARAKIL	VALDELAMUSA
SAN VICENTE DE LA BARQUERA	SANTA MARIA DE GRADO	SEGORBE-CIUDAD	TABLADA	TORO	UJO	VALDESTILLAS
SAN XOAN	SANTA MARIA DE HUERTA	SEGUERS-SANT PERE SALLAVINERA	TABLIZO	TORRALBA	ULLDECONA-ALCANAR-LA SENIA	VALDETORRES
SANDICHE	SANTA MARIA DE MERA	SELA	TAPIA	TORRE DEL BIERZO	UNGO NAVA	VALDREDO
SANT GABRIEL	SANTA MARIA Y LA PEÑA	SENRA	TARANCON	TORREBLANCA	UNIVERSIDAD DE ALICANTE	VALENCIA DE ALCANTARA
SANT GUIM DE FREIXENET	SANTA MARINA	SETENIL	TARDELCUENDE	TORRE-PACHECO	UNQUERA	VALLADOLID UNIVERSIDAD
VALLE DE LAS CASAS	VILAJUIGA	VILLADOZ	VILLANUEVA DE GALLEGOS	VILLARRUBIA DE SANTIAGO	VIRXE DO MAR	YUNQUERA DE HENARES

**TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2023)**

**CATEGORY 5 (continuation)**

VALLOBIN	VILAMARTIN DE VALDEORRAS	VILLAFRANCA DE LOS BARROS	VILLANUEVA DE LA SERENA	VILLASEQUILLA	VIVEIRO	ZAFRA
VEGA DE ANZO	VILAVEDELLE	VILLAFRANCA DE NAVARRA	VILLANUEVA DEL RIO-MINAS	VILLAVANTE	VIVEIRO-APEADERO	ZAFRA FERIA
VEGADEO PUEBLO	VILAVERD	VILLAFRANCA DEL CAMPO	VILLAPEDRE	VILLAVERDE DE PONTONES	XIRIVELLA-ALQUERIES	ZALLA
VEGA-MAGAZ	VILCHES	VILLAHERMOSA	VILLAQUIRAN	VILLAVERDE DE TRUCIOS	XOVE	ZARAGOZA PORTILLO
VEGUELLINA	VILLA DEL RIO	VILLAHORMES	VILLAR DE GALLIMAZO	VILLAVERDE TARILONTE	XOVE-POBO	ZARAMILLO
VIANA	VILLADA	VILLAMANIN	VILLARRASA	VILLORA	XUANCES	ZORROTZA-ZORROZGOITI
VIDIAGO	VILLADEMAR	VILLAMAYOR	VILLARREAL DE HUERVA	VIMBODI I POBLET	XUVIA	
VILABELLA	VILLADEPALOS	VILLANUA-LETRANZ	VILLARRUBIA DE CORDOBA	VINAIXA	YEMEDA-CARDENETE	





**TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2023)**
**CATEGORY 6**

ABAROA-SAN MIGUEL	ALMENDRICOS	AUTONOMIA	BLANES	CARCAIXENT	COLLADO MEDIANO	EL GOLOSO
ABLAÑA	ALPEDRETE	AVIADOS	BLIMEA	CARDEDEU	COLLANZO	EL MASNOU
ABOÑO-APEADERO	ALTAMIRA	AVILES	BOO	CARROCERA	COLMENAR VIEJO	EL PAPIOL
ABREVADERO	ALUCHE	AVILES-APEADERO	BOO DE PIELAGOS	CARTAGENA-PLAZA BASTARRECHE	CORIGOS	EL PARADOR
ACES	ALUMBRES	AZUQUECA	BRENES	CARTAMA	CORNELLA	EL PINILLO
ADARZO	ALZIRA	BADALONA	BRINKOLA	CARTUJA	CORTADURA	EL POZO
AEROPORT	AMURRIO	BAIÑA	CABAÑAQUINTA	CARVAJAL	COSLADA	EL REBOLLAR
AEROPUERTO	AMURRIO IPARRALDE	BAKIOLA	CABORANA	CASAR DE PERIEDO	CREVILLENTE	EL ROMANI
AEROPUERTO T-4	ANDOAIN	BALENYA-ELS HOSTALETS	CABRERA DE MAR-VILASSAR DE MAR	CASTELLBELL I EL VILAR-MONISTROL DE MONTSERRAT	CRISTALERIA	ELS MONJOS
AGUDA	ANOETA	BALENYA-TONA-SEVA	CALDES D'ESTRAC	CASTELLBISBAL	CUATRO VIENTOS	EMBAJADORES
AGUILAS-EL LABRADORCICO	ARAKALDO	BARREDA	CALELLA	CATARROJA	CURUXONA	ESTADIO OLIMPICO
ALCALA DE HENARES-UNIVERSIDAD	ARAVACA	BARREDOS	CAMAS	CAUDALIA	DELICIAS	ESTIVELLA-ALBALAT DELS TARONGERS
ALCANTARILLA-LOS ROMANOS	ARBIDE	BARRILLOS	CAMPANILLAS	CAZOÑA	DESERTU-BARAKALDO	MAESTRA JUSTA FREIRE-POLIDEPORTIVO ALUCHE
ALCOBENDAS SAN SEBASTIAN DE LOS REYES	ARENAS DE IGUÑA	BARRIO DE LAS OLLAS	CAMPOHERMOSO	CECEÑAS	DOCE DE OCTUBRE	FERROÑES
ALCOLEA DEL RIO	ARENYS DE MAR	BARROS	CANCIENES	CENTELLES	EL BARRIAL-CENTRO COMERCIAL-POZUELO	FIGAREDO
ALCORCON	ARETA	BASAURI	CANDAS	CENTRO DE TRANSPORTES	EL CALEYO	FIGARO
ALEGIA	ARRANKUDIAGA	BENALMADENA-ARROYO DE LA MIEL	CANDAS-APEADERO	CERDANYOLA UNIVERSITAT	EL CAÑAMO	FUENCARRAL
ALFAFAR-BENETUSSER	ARRIGORRIAGA	BENDICION	CANET DE MAR	CIAÑO	EL CASAR	FUENGIROLA
ALGEMESI	ARTXUBE	BENIFAIO	CANTAELGALLO	CIAÑO-ESCOBIO	EL ENTREGO	FUENTE DE LA MORA
ALGIMIA-CIUDAD	ASAMBLEA DE MADRID-ENTREVIAS	BEZANA	CANTILLANA	CIEMPOZUELOS	EL ENTREGO-LA OSCURA	GALAPAGAR-LA NAVATA
ALJAIMA	ATEGORRIETA	BIDEBIETA-BASAURI	CARBAYIN	COLEGIO	EL ESTRECHO	GALINDO

**TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2023)**
**CATEGORY 6 (continuation)**

GALLARTA	HOSPITAL	LA FRECHA	LA VALCUEVA	LES VALLS	LOS PRADOS	MENDEZ ALVARO
GANZO	HUMANES	LA GARENA	LAGUNA	LEVINCO	LUGO DE LLANERA	MENDEZ ALVARO
GARRAF	IBARRA	LA GARRIGA	L'ALCUDIA	LEZO-RENTERIA	LUGONES	MIERES VASCO
GARRAFE	IKAZTEGIETA	LA GRANADA	LAMBARRI	LIBRILLA	LUJANO	MIRASIERRA - PACO DE LUCÍA
GELIDA	INTXAURRONGO	LA HERRERA	LANTUENO-SANTIURDE	LIERGANES	LUTXANA-BARAKALDO	MIRIBILLA
GETAFE-CENTRO	IÑARRATXU	LA HOYA	LAS AGUILAS	LLANO DEL BEAL	MADRID-NUÉVOS MINISTERIOS	MOGRO
GETAFE-INDUSTRIAL	ITSASONDO	LA IBERIA	LAS ALETAS	LLARANES	MADRID-RECOLETOS	MOLINS DE REI
GETAFE-SECTOR 3	JARAVIA	LA LLOSA	LAS FRAGUAS	LLINARS DEL VALLES	MAJADAHONDA	MOLLEDO-PORTOLIN
GILET	JARDINES DE HERCULES	LA LOSILLA	LAS MARGARITAS	LOIOLA	MÁLAGA-CENTRO ALAMEDA	MOLLET-SANTA ROSA
GOLBARDO	KASTREXANA	LA MATA DE LA RIBA	LAS MATAS	LOMBERA	MALGRAT DE MAR	MONCOFAR
GORNAZO	LA CALZADA	LA PEÑA DE BILBAO	LAS RETAMAS	LORCA-SAN DIEGO	MANZANEDA	MONTCAÑA-RIPOLLET
GRANOLLERS-CANOVELLES	LA CAVADA	LA PEREDA-RIOSÁ	LAS ROZAS	LOS ÁLAMOS	MAR	MONTEANA
GROS	LA COBERTORIA	LA POBLA LLARGA	LAS SEGADAS	LOS BOLICHES	MARTORELL CENTRAL	MONTEMAR ALTO
GUADAJÓZ	LA COLINA	LA QUADRA	LAS ZORRERAS-NAVALQUEJIGO	LOS CAMPOS	MARTUTENE	MONTESA
GUADALHORCE	LA CORREDORIA	LA RAYA	LAVERN-SUBIRATS	LOS COTOS	MASSALFASSAR	MONTGAT
GUARNIZO	LA DEVESA	LA RINCONADA	LAVIANA	LOS MOLINOS-GUADARRAMA	MASSANASSA	MONTGAT-NORD
GUDIN LAMINACION	LA ESPERANZA	LA ROCICA	LEGORRETA	LOS NEGRALES	MATARO	MOREDA DE ALLER
GÜEÑES	LA FELGUERA	LA SERNA-FUENLABRADA	L'ENOVA-MANUEL	LOS NIETOS	MATUECA	MORTERA
HERNANI	LA FELGUERA-VEGA	LA UNIÓN	LES FRANQUESES DEL VALLES	LOS NIETOS-PESCADERIA	MECO	MOSTOLES
HERRERA	LA FLORIDA	LA UNIÓN VIEJA	LES FRANQUESES-GRANOLLERS NORD	LOS NIETOS-VIEJOS	MEDIA LEGUA	MOSTOLES-EL SOTO

**TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2023)**
**CATEGORY 6 (continuation)**

MURIEDAS-BAHIA	PALAUTORDERA	PIRAMIDES	RIO EBRO	SAN MARTIN	SANTA CRUZ	SOL
MUSKIZ	PALAZUELO	PITIS	ROBLES	SAN PEDRO DE RUDAGÜERA	SANTA CRUZ DE IGUÑA	SOLARES
NAREDO	PARBAYON	PIZARRA	ROCA-CUPER	SAN RANON	SANTA CRUZ DE LLODIO	SOLLANA
NAVAJAS	PARDAVE	PLATJA I GRAU DE GANDIA	RUBÍ CAN VALLHONRAT	SAN SALVADOR	SANTA EUGENIA	SONEJA
NOREÑA	PARETS DEL VALLES	PLAZA MAYOR	SAGRADA FAMILIA	SAN SEVERIANO	SANTA EULALIA DE MANZANEDA	SOTIELLO
NUBLEDO	PARLA	PORTUGALETE	SALBIO	SAN VICENTE	SANTA ISABEL DE QUIJAS	SOTO DE REY
NUEVA MONTAÑA	PARQUE POLVORANCA	POZUELO	SALINAS	SAN YAGO	SANTA MARIA DE LA ALAMEDA-PEGUERINOS	SOTO DEL BARCO
OCATA	PASAIA	PREMIA DE MAR	SALTERAS	SANLUCAR LA MAYOR	SANTA PERPÈTUA DE MOGODA LA FLORIDA	SOTO DEL HENARES
OLABEAGA	PEDRUN	PUENTE ALCOCER	SAMA	SANT ADRIA DE BESOS	SANTA PERPÈTUA DE MOGODA RIERA DE CALDES	SOTRONDIO
OLLARGAN	PEÑA RUBIA	PUENTE BURACOS	SAMA-LOS LLERONES	SANT ANDREU DE LLAVANERES	SANTA SUSANNA	SUECA
OLLONIEGO	PEÑAULLAN	PUERTO DE NAVACERRADA	SAN ANTONIO	SANT CUGAT COLL FAVÀ	SANTIAGO DEL MONTE	TAVERNES DE LA VALLDIGNA
ONTORIA	PEÑOTA	PUERTO LUMBRERAS	SAN CRISTOBAL DE LOS ANGELES	SANT FELIU DE LLOBREGAT	SANTIANES	TOLOSA-CENTRO
ORCASITAS	PERLORA	PUJAYO	SAN CRISTOBAL INDUSTRIAL	SANT JOAN DESPI	SANTULLANO	TORDERA
ORDUÑA	PESQUERA	PULPI	SAN ESTEBAN	SANT MARTI DE CENTELLES	SANTURTZI	TORREBLANCA
ORMAIZTEGUI	PIEDRAS BLANCAS	PUTXETA	SAN FERNANDO DE HENARES	SANT MIQUEL DE GONTERES	SEGORBE-ARRABAL	TORREJON DE ARDOZ
ORTUELLA	PINAR DE LAS ROZAS	RAICES	SAN FERNANDO-CENTRO	SANT POL DE MAR	SERIN	
OTERO	PINEDA DE MAR	RAMON Y CAJAL	SAN JERONIMO	SANT SADURNI D'ANOIA	SESTAO	
OYANCO	PINTO	REGUERAR	SAN JOSE DE VALDERAS	SANT VICENT CENTRE	SIERRA MINERA	
PADRE PIO-PALMETE	PINZALES	REQUEJADA	SAN JUAN DE NIEVA	SANTA AGUEDA	SIERRAPANDO	
PALACIO DE CONGRESOS	PIÑERES	RIBERAS	SAN MAMES	SANTA ANA-SOTO	SIETE AGUAS	

**TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2023)**

**CATEGORY 6 (continuation)**

TORRELLANO	TUILLA	VALDEBEBAS	VALLECAS	VILAFRANCA DEL PENEDES	VILLVERDE ALTO	ZABALBURU
TORRELODONES	UGAO-MIRABALLES	VALDELAGRANA	VEGARROZADAS	VILASSAR DE MAR	VILLVERDE BAJO	ZANZABORNIN
TORREMOLINOS	UJO TARUELO	VALDELASFUENTES	VENTA MINA-SIETE AGUAS	VILLA ROMANA	VIOÑO	ZARZAQUEMADA
TORREMUELLE	UNIVERSIDAD DE CADIZ	VALDEMORO	VENTAS DE IRUN	VILLABONA DE ASTURIAS	VIRGEN DE LA PEÑA	ZORROTZA
TRAPAGA	UNIVERSIDAD PONTIFICIA DE COMILLAS	VALDEPIELAGO	VERIÑA	VILLABONA TABLADIELLO	VISTA ALEGRE	ZURITA
TRASONA	UNIVERSIDAD-CANTOBLANCO	VALDERILLA	VIC	VILLALEGRE	XERACO	
TREMAÑES-CARREÑO	URIESTE	VALDESOTO	VICALVARO	VILLALLANA	XIRIVELLA-L'ALTER	
TREMAÑES-LANGREO	URNIETA	VALENCINA-SANTIPONCE	VICTORIA KENT	VILLANUEVA DEL ARISCAL Y OLIVARES	XIVARES	
TRES CANTOS	VACARISSES	VALLADA	VIERNOS	VILLAQUILAMBRE	XIXUN	
TUDELA-VEGUIN	VACARISSES-TORREBLANCA	VALLE DE TRAPAGA/TRAPAGARAN	VILADECAVALLS	VILLASINTA	YUGUEROS	

**TABLE MINIMUM BASIC SERVICES OF PASSENGER TRANSPORT STATIONS**

The railway infrastructure manager shall publish annually in the NS the catalogue of minimum basic services according to the category of passenger transport station.

The matrix of services by station category shall be included as follows, this matrix refers to a situation of minimum services common to all stations of the same category, certain stations in a category may have higher category services

SERVICES	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5	CATEGORY 6	OBSERVATIONS
Civil protection	Protection means according to standards, self-protection plan or emergency plan.	Protection means according to standards, self-protection plan or emergency plan.	Protection means according to standards, self-protection plan or emergency plan.	Protection means according to standards, emergency plan or emergency measures	Protection means according to standards. Safety measures	Protection means according to standards, emergency plan or emergency measures	
Accessibility	According to standards	According to standards	According to standards	According to standards	According to standards	According to standards	
Illumination	In accesses, platforms, and open areas in the passenger building.	In accesses, platforms, and open areas in the passenger building.	In accesses, platforms, and open areas in the passenger building.	In accesses, platforms, and open areas in the passenger building.	On platforms, in open public areas	In accesses, on platforms, in open public areas	In station commercial opening hours.
Signaling	to direct, identify services and areas	to direct, identify services and areas	to direct, identify services and areas	to direct, identify services and areas	To Identify platforms	to direct, identify services and areas	It also includes station identification in all categories.
Furniture for clients	Benches, bins	Benches, bins	Benches, bins	Benches, bins	-	Benches, bins	
Information on train schedules	App "Adif on your mobile", showcases, S.I.V	App "Adif on your mobile", showcases, S.I.V	App "Adif on your mobile", showcases, S.I.V	App "Adif on your mobile", showcases, S.I.V	App "Adif on your mobile"	App "Adif on your mobile", showcases, S.I.V	SIV = Passenger information system, includes screens and/or indicator screens
Protection against inclement weather	Lobby and marquee	Lobby and marquee	Lobby and marquee	Marquee or shelter	-	Marquee or shelter	
Chronometry	On platforms and hall	On platforms and hall	On platforms and hall	On platforms	-	On platforms	
Information on trains in traffic	App "Adif on your mobile", PA system, S.I.V	App "Adif on your mobile", PA system, S.I.V	App "Adif on your mobile", PA system, S.I.V	App "Adif on your mobile", PA system, S.I.V	App "Adif on your mobile"	App "Adif on your mobile", PA system, S.I.V	SIV = Passenger information system, includes screens and/or indicator screens
Information about the station	App "Adif on your mobile", showcases, loudspeakers, interactive points	App "Adif on your mobile", showcases, loudspeaker	App "Adif on your mobile", showcases, loudspeaker	App "Adif on your mobile", showcases, loudspeaker	-	App "Adif on your mobile", showcases	



SERVICES	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5	CATEGORY 6	OBSERVATIONS
Customer service	Claims, complaints and suggestions on the web "www.adif.es"	Claims, complaints and suggestions on the web "www.adif.es"	Claims, complaints and suggestions on the web "www.adif.es"	Claims, complaints and suggestions on the web "www.adif.es"	Claims, complaints and suggestions on the web "www.adif.es"	Claims, complaints and suggestions on the web "www.adif.es"	
Toilets	Male, female, adapted to PRM	Male, female, adapted to PRM	Male, female, adapted to PRM	-	-	-	Free public toilets at access restricted for passengers can coexist with paid toilets in public areas of free access.
Waiting areas	Air conditioned space in the lobby and/or departure lounge	Air conditioned space in lobby	Air conditioned space in lobby	-	-	-	Boarding room includes access control, furniture and information equipment for comfort improvement.
Air conditioning	Areas in the hall with heating and cooling	Areas in the hall with heating and cooling	-	-	-	-	Level of special orders according to energy efficiency regulations.
Vertical means of transport	Elevators, stairs or mechanical ramps	Elevators, stairs or mechanical ramps	-	-	-	-	Applies only to stations with different height levels.
Intermodality	Reserved spaces bus, taxis, other transport means, clients getting on/off	Reserved spaces for bus, taxis, other transport means, clients getting on/off	Reserved spaces for bus, taxis, clients getting on/off	Reserved spaces for bus, taxis, clients getting on/off	-	-	In categories 1 and 2 parking is available for a fee. In inter-modal stations it includes exchange areas with other transport means
Other equipment	Luggage trolleys	-	-	-	-	-	

Trains shall be classified for the purposes of tariffs A-1 Mode for using passenger transport stations, mode A. 1, as follows:

Table 5 Types of Train for the purposes of Tariff Passenger Stations (Mode A. 1)	
Type	CHARACTERISTICS
Long distance	Trains with origin-destination routes over or equal to 300 km. International trains and long-distance branch lines with routes less than 300 km are excluded.
Intercity	Trains with origin-destination routes shorter than 300 kilometres, and at least part of their route runs outside a suburban nucleus. International trains and long-distance branch lines are excluded.
Commuter or intercity	Trains with a route that runs entirely within a commuter hub.

## 7.3.2.5. GENERAL REQUIREMENTS AND ACCESS TERMS

### Station access conditions

The railway infrastructure manager may set specific access conditions to passenger transport stations for safety or health reasons involving setting control measures to ensure client or users permanence.

### Conditions of access to facilities and services

- RUs shall be entitled to file capacity requests. If they meet the regulatory requirement. In the case of related rail services, it shall also be considered as a requirement that operating trains make commercial passenger stops at station for which they requested access to facilities and said services.
- RUs shall provide the commercial information of their traffic through a standard messaging service, according to a systematized scheme that will be published by the infrastructure manager in the NS. Of particular interest is that RUs inform the infrastructure manager about the scheduling of high-capacity and busy trains. These are trains with more than 800 seats offered and more than 800 passengers. It is not necessary to know the specific number of passengers, but the programming of trains of this nature in order to improve the coordination and prioritization of operations with RUs at stations.



- RUs or third parties shall be liable to the railway infrastructure manager for damages caused to them - to people or things - as well as to their facilities, machinery, railway infrastructure, etc. In this regard, RUs shall comply with the procedures set regarding the follow-up of Activities at Passenger Stations.
- All communications regarding service requests shall be in Spanish.
- Consumption of supplies should take into account good environmental practices and encourage the saving of natural resources.

Should RUs need more information on the service provision details or locations of spaces available at stations, they can address the Directorate of Passenger Stations.

#### **Restricted access areas inside** (boarding hall and platforms).

At some passenger stations there are restricted access zones prior to boarding trains, so clients wishing to access trains shall be required to pre-check before entering and the time in advance to access these areas shall be communicated to railway undertaking in order to inform their clients.

Before accessing the platforms, railway undertakings may verify their clients' commercial terms whilst travelling (check in). For these purposes, if possible, railway undertakings may use adjacent access control points, in order to speed up train boarding operations, provided that these do not interfere with the operations of another railway undertaking, and shall have ADIF-Alta Velocidad authorization. They may also use support elements of their property if these enhance the operations (banners, flow managers, etc.). Under no circumstances will these elements of support incorporate advertising about the products or services offered by RUs.

RUs have maximum 30 minutes time to verify the commercial conditions of travelling passengers.

An access pre-control at these areas requires standardizing basic information on transport tickets.

The task entrusted to the infrastructure manager to ensure station safety in a multi-operator context, requires that transport tickets of different operators providing passenger transport services include standard information.

This homogenization facilitates control access to train boarding gates and platforms, and validates minimum guarantees in the transport ticket handed-over to allow access to platforms.

The information shown in every ticket will be encrypted by means of AZTEC codes.

The information that the Manager will use to identify a ticket prior access control will be as follows:

ORDER	AZTEC CODE FIELDS	POSITIONS	OBSERVATIONS
1	A sequential or control number that is specific to every undertaking	13 positions	
2	Company	5 positions	
3	Train commercial number	5 positions	
4	Travel date	10 positions	dd/mm/yyyy
5	Train departure time	5 positions	hh:mm.
6	Origin station	7 positions	In case of national tickets the first two digits shall be 00
7	Destination station	7 positions	In case of national tickets the first two digits shall be 00
8	Car	3 positions	Unbooked train will come unfilled
9	Seat	3 positions	Unbooked train will come unfilled
10	Combined ticket	2 positions	In this case they will be completed with 00
11	Intermediate station the combined ticket	7 positions	In case of national tickets the first two digits shall be 00
12	Adif Reserved	33 positions	In this case they will be completed with 00
13	Space to be discretionary used by operators (*)	316 positions	
14	Signature SHA1withDSA (**)	100 positions	Signature of above fields (1 to 13) with the algorithm SHA1withDSA

AZTEC code printed on the banknotes shall have the following technical characteristics:

- Layers: 10
- Size: 57x57 pixels
- Capacity: 516 digits 414 letters 256 bytes

Starting positions with no value shall be represented by zeros, to avoid confusing white fields with null.

As a preliminary consideration, it should be noted that fields 1 to 11 are all legible.

(\*) If required by the operator, the free space in field 13 can be used.

(\*\*) A signature of the contents of fields 1 to 13 shall be included in field 14 to avoid tampering, for this signature algorithm SHA1withDSA will be used. Every operator shall have a private key used to sign and a public key (known by ADIF) used to validate the signature.

## 7.3.2.6. CAPACITY ALLOCATION

Capacity allocation at service facilities (tracks) managed or operated by Adif is described in section 7.3.1. Common provisions.

Capacity allocation for railway undertakings to provide certain services to their clients at passenger stations on demand, and when Adif provides them, a specific process covers these services.

### PROCESS FOR REQUESTS TO ACCESS SERVICE FACILITIES AND SERVICES RELATED TO RAIL TRANSPORT AT PASSENGER STATIONS

This procedure shall apply, in general, to access facilities and services related to passenger rail transport at passenger stations.

Also, the description of the service facilities is available in the catalogue of descriptive sheets in force at all times when the provision regime for each is included; the document is available on the railway infrastructure manager website annexed to this NS.

#### 1. PROCESS DESCRIPTION

##### 1.1. TYPES OF REQUESTS

###### BY NEED

In accordance with Commission Implementing Regulation 2017/2177 of 22 November 2017, the requests are differentiated between:

- a) Access to service facilities

Those requiring a space for the railway undertaking to perform the planned service at passenger station.

- b) Access to related rail services

Where Adif as service operator provides services and the railway undertaking demands it.

Every request shall specify the type to which it corresponds.

###### DEPENDING ON USE

Given the different service characteristics, the railway undertaking may make different types of applications depending on the characteristics of every service, using the application models provided for in section 7.3.15.

At the end of this section there is a summary table of the request types that may be required for services, which, in any case, are developed on every service file listed in this chapter.

Request types that can be made are:

#### a) Continued use

When the railway undertaking needs continuous service for a period that may be year(s). They differ in turn in:

DESCRIPTION OF THE CONTINUED SERVICE REQUEST	TYPE	COORDINATED PROCESS
Multiannual, maximum 10 years	A1	Yes
Annually	A21	Yes
	A22	No

The railway undertaking shall specify, in the request, the term intended for every service, based on the expected ones in the service sheet for every service.

#### b) For one use

The railway undertaking requires one service for a period of time that may be days, hours or by train. They differ in:

DESCRIPTION OF THE CONTINUED SERVICE REQUEST	TYPE	COORDINATED PROCESS
Days	B1	No
Hours	B2	No
Train	B3	No

The railway undertaking shall specify, in the request, the term intended for every service, based on the expected ones in the service sheet for every service.



## 1.2. REQUEST CALENDAR

Within the capacity allocation of request process to access service facilities and related rail services, compliance with scheduled timetables is essential to ensure service quality and to enable, in accordance with transparent and non-discriminatory criteria, allocating to various railway undertakings present at a station, as well as making it easier for all of them to have the necessary space to provide services.

In any case, requests could be:

### a) Subject to a calendar

REQUESTS	REQUESTS SUBJECT TO A CALENDAR	MAXIMUM TERM (1)
A1	Multiannual, maximum 10 years	Up to 10 days after the scheduled window opening dates on 15 January, 15 April, 15 July and 15 October.
A21	Annually	

(1) Working days

### b) Not subject to calendar

REQUESTS	REQUESTS NO SUBJECT TO CALENDAR
A22, B1, B2, B3	At least 48 hours prior to needing it
B1, B2, B3	Urgent

## 1.3.3. PHASES OF THE PROCESS

Processing and managing requests differ depending on whether they are requests subject to calendar (with coordination) or not (without coordination)

### 1.3.1. RECEPTION AND RESOLUTION OF REQUESTS

#### a) Ways to send requests

#### Requests linked to a coordinated process

Requests subject to a coordinated process will be sent in with the forms published in the NS for every service, and they may request the same service for several stations in a single form, provided that every request is perfectly detailed. In this case, the application may be processed in a single file, although every request will have its own registry number.

The documentation shall be sent by computing means to Adif website, <https://sede.adif.gob.es/opencms/system/modules/sede/index>,

(Start New Procedure-Application Form, Submission of Writings and Communications)

Adif website accepts a total file capacity per request of 4.5 Mb, so should the request, letter or communication include annexed documentation exceeding set limits, as regards the number of documents attached and/or the size thereof, a second registration entry may be made - and if necessary - successive entries, with other information, indicating in the subject a reference to the registration number of the first one, so that all request documentation may be grouped later.

In order make the registration, the interested parties shall have an electronic ID (in case they act in a particular capacity) or an electronic Certificate in force (in case they act in a private capacity or as representatives).

This page shall identify users through Cl@ve platform. It shall be redirected to their identity validation system, providing various authentication means.

Alternatively, it may be possible for interested parties to submit their requests/letters through the General Electronic Register of the General State Administration <https://rec.redsara.es>.

The General State Administration General Electronic Register is a document submission record to process it to any administrative body of the General State Administration, public agency or entity linked to or depending on them, in accordance with Law 39/2015, of 1 October, on Common Administrative Procedure of Public Administrations.

Interested parties shall have an electronic ID to make their registration on Adif website (in case they act in their own personal capacity) or an electronic Certificate in force (in case they act in their private capacity or as representatives).

This page shall perform user identification using Cl@ve platform. It shall be redirected to their identity validation system, providing various authentication means.

For browsers that do not support Java Applets, you must have AutoSignature installed.

Instructions to fill out forms through the General State Administration's Electronic Registry:

- In the receiving agency box they shall enter Adif (Railway Infrastructure Manager) or, where appropriate. Adif DIR code is EA0003338.
- In the subject box please indicate: Service request (the one that applies) at (number of stations) stations.

Files and documents satisfying the following requirements may be attached:

- Allowed file format: Pptx, jpg, jpeg, txt, xml, xsig, xlsx, odg, odt, ods, pdf, odp, png, svg, tiff, docx, rtf.
- Maximum size per file: 5 Mb.
- Maximum attached file set: 15 Mb.
- Maximum amount of documents to attach: 5.

Should the request, letter or communication include accompanying documentation exceeding the limits set, as to the number of documents annexed and/or size of documents annexed thereto, a second registration can be made with other information indicating on the subject a reference to the registration number to the former.

## Requests NOT linked to a coordinated process

The railway undertaking will send a request for capacity or service by email addressed to the Under-Directorate of Passenger Stations where the facility or service requested is located, confirming by telephone the receipt of said request.

The answer of the rail infrastructure manager to the request shall be made by the same means which the request was made.

### b) Availability and feasibility analysis

#### Requests Subject to a coordinated process

When received by registration, the date and time of receipt is perfectly identified

The Rail Infrastructure manager shall analyze the requests received and the capacity available to attend it and, if there is available capacity, it shall be directly allocated, starting, in the event of conflict, the coordination process.

Only, in accordance with Commission Implementing Regulation (EU) 2027/2177, of 22 November 2017, provision 8.3 on access to service facilities and related rail services, if any request does not contain all the required information to make a decision, the railway infrastructure manager shall inform the railway undertaking. The client will have maximum 10 working days, after receipt, depending on the request made, to complete the required documentation. If the required documentation is not submitted within that period, the request may be rejected.

#### Requests Not Subject to a coordinated process

Applications received shall be organized according to the affected sub-address, date and time of receipt.

These requests do not require coordination because there is availability for all those made by different RUs, therefore, services shall be directly allocated, as indicated in point c hereinafter).

In accordance with Implementing Regulation (EU) 2017/2177, provision 8.3, if the application does not contain all the required information to make a decision, the railway infrastructure manager shall inform the railway undertaking by sending an email through the same mailbox. The client will have maximum 5 working days after receiving the delivery confirmation to complete the information. If the documentation is not handed over in due time, the request shall be considered as rejected

(SB-10 services for PMR services at stations are not included, neither SX-12 to assist PMR to step on and off trains, which request is made directly through an ad hoc application.).

### c) Response times for services that do not require a coordination process

The railway infrastructure manager will respond within maximum 5 working days, and if it is yes and it fully satisfies the request, it will be considered definitively allocated. If the railway infrastructure manager has to include any condition to the request, they will send their proposal, which the client shall expressly accept or reject within 5 working days, after receiving the delivery confirmation.



Given any reasonable exception, clients may request urgent services within a shorter period than that provided for non-calendar services. These requests shall be provided only on business days (Monday to Friday), applications shall be submitted before 12 noon the day before capacity can be assigned.

In the event that of a particularly urgent and exceptional need outside the aforementioned times, it may be authorized by the Rail Infrastructure manager by email, formalizing the request later.

The railway infrastructure manager does neither guarantee that all urgent requests can be met, nor satisfy any request that is not subject to calendar or not urgent, if they require an analysis time that exceeds 48 hours in advance to submit this type of request.

#### d) Response times for services that could require a coordination process

Should a service request start the coordination process, the railway infrastructure manager shall communicate the provisional and final allocation within the following time limits regarding the request issued, as from the business day following the operator receives the request:

REQUESTS	CALENDAR DEPENDANT REQUESTS	MAXIMUM TERM
A1	Multi-annual, maximum 10 years	1 month
A21	Annual	

Railway undertakings may make allegations to the proposal for a provisional capacity allocation communicated by the railway infrastructure manager.

### 1.3.2. COORDINATION PROCESS

If the railway infrastructure manager receives a request to provide access to service facilities or related to rail services by a railway undertaking, and if the request is not compatible with another request or matches an already allocated capacity, they will seek to achieve the compatibility of the requests negotiating and coordinating with the railway undertakings concerned, in accordance with Art. 10 of Implementing Regulation 2017/2177

The Rail Infrastructure manager shall study different options to reconcile incompatible requests to access a service facility or to provide services at the facility. Options should include, if appropriate, measures to maximize the facility available capacity and shall not entail additional investments in resources or equipment.

Requests allocated after a coordination process shall be expressly confirmed by the client.

### 1.3.3. PRIORITY CRITERIA

In accordance with Art. 11 in the Regulations, if despite the coordination procedure, requests for rail services are incompatible, the Rail Infrastructure manager shall resolve the requests according to the following priority criteria (\*):

- 1° Railway undertakings with existing contracts on services or areas that are a priority and with a signed Framework Agreement

- 2º Railway undertakings that already have existing contracts on services or areas that are a priority and do not have a Framework Agreement
- 3º Railway undertakings with a Framework Agreement and without existing contracts on services or areas to prioritize
- 4º Railway undertakings without a Framework Agreement and without existing contracts on services or areas to prioritize

(\*) *These criteria shall only be applied after signing Framework Agreements as well as the first request for services at stations. Before applying the criteria, priority for requests shall be set according to trains with a scheduled stop at the station at the time of the request or, where appropriate, set in the offer presented in the process of framework capacity allocation.*

Within every category, priority shall be given based on trains with a planned stop at the station upon request, and requests of railway undertakings with most trains with a planned stop at the station shall have a priority, and so on.

Trains with a scheduled stop at the station shall be calculated - in terms of request term - subject to a priority criterion (Framework Agreement, Service Hours or Concerted Adjustment), including that considered as long distance and intercity according to Rail Sector Act.

Given any previous contract with railway undertakings, and if requests are for areas linked to basic services, the Rail Infrastructure Manager may require to change the allocated capacity in order to include new operators.

In these cases, the railway undertaking is entitled to compensation for the investments pending amortization that - in the space changed - would have been approved by Rail Infrastructure Manager and performed by the railway undertaking.

The railway infrastructure manager may also take into account the aspects expressly referred to in Implementing Regulation 2017/2177, provision 11.

Requests allocated after a process with intervention of the priority criteria shall be expressly confirmed by the client.

#### 1.3.4. CLAIMS

In accordance with Directive RECAST, provision 13.5, and Implementing Regulation, provision 14, should the railway infrastructure manager not offer any viable alternative, and all requests for capacity corresponding to the facility are based on needs proved by the railway undertaking, they may complain to the regulatory body (CNMC).



## 2. USE OF ALLOCATED AREAS

Railway undertakings have the obligation to use the allocated premises/areas in the conditions upon allocations.

The Rail Infrastructure Manager may analyze the usage level of the allocated premises/areas, and revoke it in the event of total or partial non-use thereof, without prejudice to actions provided under Rail Sector Act and which the Rail Infrastructure Manager may undertake in cases that represent a significant breach for the effective use of passenger stations facilities.

If a railway undertaking does not intend to use the allocated capacity, it shall inform the Rail Infrastructure Manager without undue delay and in accordance with the deadlines set out in point 3.

Measuring criteria for facilities considered to be specially monitored by the Rail Infrastructure Manager are:

- a) Facilities to provide Tickets and Information Service.

The relationship between the hours of scheduled opening over 4 months prior to the analysis, compared to the totals that elapse between the 30 minutes prior to company's first train departure and 30 minutes after the railway undertaking's last train shall be considered in order to measure the use of these premises.

- b) Spaces for Ticketing and Information Services through self-service machines.

The number of days with operational incidents (non-operation) detected and reported by the Rail Infrastructure Manager to the railway undertaking responsible for the equipment shall be considered - over the 4 months prior to the analysis - in order to measure the use of these areas.

### 3. CANCELLATIONS OF ALLOCATED CAPACITIES

In general, request cancellations prior to starting a space occupation or a service shall have, in general, the following treatment:

- If these are made more than 24 hours in advance, there shall be no penalty.
- If these are made less than 24 hours in advance, they shall pay one hundred percent of the total budgeted amount.

Notwithstanding the foregoing, specific penalties may be considered for certain services as specified in their service files.

Cancellations requested during a space allocation or a service provision shall generally have the following penalties:

- If 50% of the awarded period has not been used, they shall pay a minimum amount equivalent to 50% of the total budgeted amount.
- If more than 50% of the awarded period has been used, there shall be no penalty.

Notwithstanding the foregoing, specific penalties may be considered for certain services that are specified in their service files.

### 4. MINIMUM COMMITMENTS AND GUARANTEES TO CERTAIN SERVICES

The nature of some planned services, the need to guarantee their quality and investments that railway undertakings or the Rail Infrastructure Manager may make in certain areas/premises require minimum commitments by the parties.



## 4.1. (. (SB-7) PREMISES FOR TICKET SALES SERVICE AND INFORMATION AND (SB-9) PREMISES TO SERVICE ON BOARD PERSONNEL

### 4.1.1. MULTIANNUAL A1 REQUESTS, OVER MAXIMUM 10 YEARS

The railway undertaking with premises allocated over maximum 10 years shall commit to stay 5 years there.

The railway infrastructure manager guarantees staying at the allocated premises during the allocated term, as well as investing therein under the terms provided in this document.

### 4.1.2. A21 ANNUAL REQUESTS

The railway undertaking, upon accepting the premises allocated by the railway infrastructure manager, shall commit to stay 1 year.

The railway infrastructure manager guarantees staying at the allocated premises over said period, as well as investing therein under the terms provided in this document.

The railway infrastructure manager may sign agreements extending the period foreseen for this type of request given investments in the premises to be amortized longer than the contract term.

## 5. SUSPENSION OR TOTAL OR PARTIAL REVOCATION

### 5.1. SUSPENSION

The Rail Infrastructure Manager may require that, in certain services, the provision of a service for reasons of safety or capacity management at station areas is suspended, after communicating it to the railway undertakings, and no damages shall be claimed for this decision.

### 5.2. TOTAL OR PARTIAL REVOCATION

The Rail Infrastructure Manager may revoke all or part of the allocated capacity in the following cases:

#### 5.2.1. MAINTENANCE AND REMODELING WORKS

Should it be necessary to perform maintenance and/or remodeling works that affect the rail transport service, whether they are scheduled or urgent, the Rail Infrastructure Manager may modify the allocated capacity after communicating it to the railway undertakings.

The Rail Infrastructure Manager shall communicate, in general, at least 6 months in advance with regard to the planned execution, the completion of the scheduled maintenance and or remodeling works.

The Rail Infrastructure Manager shall communicate, as soon as they becomes aware of it, the need to perform urgent maintenance and/or remodeling works.

The Rail Infrastructure Manager - if possible - shall enable, in all cases, alternative premises/areas to provide these services.

In these cases, the railway undertaking shall have the right to modify the economic conditions associated with its allocation, depending on whether it is total or partial.

### 5.2.2. RAIL SERVICE NEEDS AND OTHER ASSUMPTION

Additionally, the Rail Infrastructure Manager may revoke the capacity if it is necessary for the railway service or in order to comply either with any governmental provision or from any authority of the Public Administration based on the public use statement, or for a general interest, or given any affecting change in use as may be produced after changing the General Urban Planning Plan.

In these cases, the Rail Infrastructure Manager shall notify the railway undertaking in writing of the capacity revocation 6 months in advance of the date on which said revocation should take place, the client committing, in this case, to free and expedite in favor of the Rail Infrastructure Manager said facility over this period. In this case, they shall have the right to compensation in the part pending amortization of any investment approved by the Rail Infrastructure Manager prior to revoking the capacity.

The Rail Infrastructure Manager - if possible - shall enable, in all cases, alternative premises/areas to provide these services.

### 5.2.3. TOTAL OR PARTIAL LACK OF USE

A total or partial revocation may be carried out after analyzing the use level of allocated premises/areas, if it lays under:

- 80% at coordinated stations
- 50% in the rest of the uncoordinated stations, unless this is due to non-economic reasons beyond client control

If they see any reason to revoke, the railway undertaking shall be required to use the facilities or services allocated, giving a reasonable period of time that shall not exceed one month. If said requirement is neglected, it may be revoked.

In cases where a lack of use is detected and the total or partial revocation of the allocated capacity is urged, railway undertakings shall not have the right to request any compensation.

#### Supplementary documentation:

Service request models are found in annexes C

Service facilities description is available on the Descriptive Leaflets Catalogue in force at all times, and the document is available on the rail infrastructure manager web as an annex to this NS.

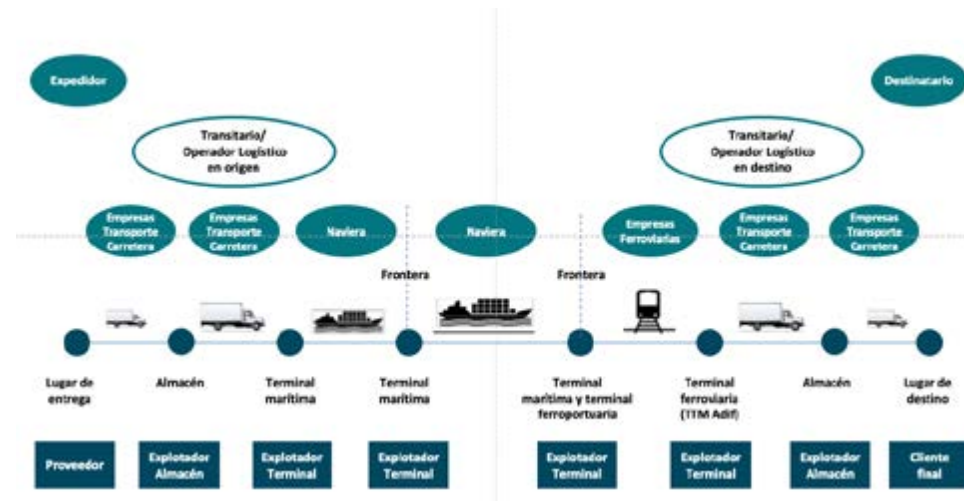


## 7.3.3. FREIGHT TERMINALS

### 7.3.3.1. GENERAL INFORMATION

Today, undertakings that make up the logistics and transport sector in our country operate in national and international supply chains, occupying a very important role of service management related to the flows of freight from their origin to final client delivery.

It is in this context that Adif participates as an active agent in the multimodal transport chain, by managing the rail infrastructure entrusted to them, and in particular, freight terminals (TMs) owned by them.



Freight Terminals - as part of the multimodal transport chain - shown in above illustration, are a set of railway infrastructures and service facilities designed to provide services related to logistics and rail transport activity.

Following is a definition of the infrastructures and service facilities that make up a TTM and their subsequent identification in *Figure 1*:

1.- Within railway infrastructures are infrastructures that *govern traffic* (identified in violet colour in *Figure 1*), amongst which stand out:

- *Receipt/Dispatching (RE) tracks*, which are a set of tracks that link trains accessing from the lines, acting as a traffic governing item between the general track and other Service Facilities.

- *Other rail infrastructures*: Shunting Handles (Mm), connecting sets (RC) to other service facilities, such as a Port, a particular Diversion/Loader (DP), a Railway Rolling Stock Maintenance Base (BM), etc.

2.- Two types of facilities are defined within service facilities (identified in green in *Figure 1*):

**Technical facility:** Configured by service facilities that enable to initiate, supplement or complete rail freight transport by executing a set of train operations. Based on the functionality, the following service facilities are identified:

- Marshalling yards and train setting, including shunting facilities (FM)
- Rail equipment stabling/siding (AP)
- Other technical facilities for rolling stock maintenance, cleaning, washing, etc. (ML)
- Fuel Supply Facilities (AC)

**Logistics Facility:** Service facilities - which by executing a set of operations on freight - enable modal exchange.

Based on functionality, the following service facilities are identified:

- a) Intermodal (TI) loading terminals
- b) General Freight Loading Terminals (Load Point) (PC)

Additionally, these service facilities may be supplemented with other spaces and buildings (offices, warehouses, plots, etc.) to perform value-added logistics activities.

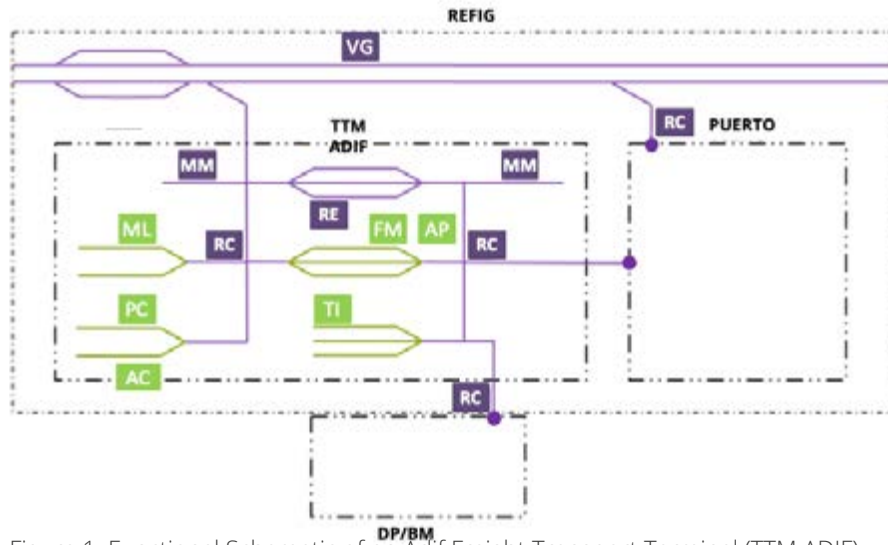


Figure 1. Functional Schematic of an Adif Freight Transport Terminal (TTM ADIF).

To promote and facilitate using these Service Facilities by different clients, Adif provides a descriptive information of their service facilities in the catalogue of service facilities available as a document attached to this NS and on the link indicated in the following section, also, in section 7.3.1. in this chapter, specifying the Procedure to Allocate Capacity and Conditions for using said facilities is specified.

### Descriptive Files

Section 7.2 in this chapter includes a reference to the “Catalogue of Service Facility Descriptive Leaflets”, which is attached as an annex to this NS. In addition, three documents have been prepared containing every Descriptive Leaflet relating to Freight Transport Terminals.

The three descriptive documents mentioned are available on Adif website: <https://www.adif.es/mercancias/informacion-general>

1. Service Facilities Document with full description
2. Iberian Gauge Service Facility Document with partial description
3. Metric Gauge Service Facility Document with partial description

To facilitate access to information on technical characteristics of service facilities, Adif has developed a computer application called PISERVI, Service Facilities Portal, available on Adif website as an annex to this NS. <https://www.adif.es/sobre-adif/conoce-adif/declaracion-sobre-la-red>

PISERVI allows access to the information of service facilities: freight terminals, passenger stations, maintenance facilities, private loading stations, gauge changers, etc., through selective searches based on criteria such as: geographical location, type of ifacility, type of service, etc., to enable railway undertakings and other logistics operators a planning of rail services.

It also has an interactive map of the General Interest Railway Network (RFIG) with the ability to combine different search criteria. In this case, the facilities resulting from the searches will be represented on the map viewer and its Descriptive File may be selected and displayed.

## 1.- 2023 Service Facility Document with full description

It includes 38 Freight Terminals with their different infrastructures.

Structure of the Leaflets

### 1.- GENERAL INFORMATION

Localization

No. tracks and functionality

A brief breakdown of Services and their operators

### 2.- ACCESS

By road

By Rail

### 3.- ACCESS TO RELATED SERVICE PROVISION

Capacity Allocation at Facilities

Breakdown of Services Provided at the Terminal

### 4.- DESCRIPTION OF FACILITIES

Related installations

Anticipated changes in technical characteristics

## 2.- 2023 Iberian Gauge Service Facility Document with partial description

It includes 167 Freight Terminals with various infrastructures:

Structure of the Leaflets

### 1.- GENERAL INFORMATION

Localization

No. tracks and functionality

A brief breakdown of Services and their operators

### 2.- ACCESS

Rail

### 3.- RELATED FACILITIES

### 4.- HANDLING DANGEROUS GOODS

## 3.- 2023 Metric Gauge Service Facilities Document with partial description

It includes 17 Freight Terminals with their different infrastructures.

Structure of the Leaflets

### 1.- GENERAL INFORMATION

Localization

No. tracks and functionality

A brief breakdown of Services and their operators

### 2.- ACCESS

Rail

### 3.- RELATED FACILITIES

### 4.- HANDLING DANGEROUS GOODS



## 7.3.3.2 SERVICES

### BASIC SERVICES: SERVICE OFFER, DEFINITION, AND DESCRIPTION

This section refers to the basic services provided by Adif in existing Service Facilities at Adif-owned Freight Transport Terminals, where - as a service operator - it defines the access conditions to provide these basic services.

The following defines Adif offer currently made to Railway Undertakings and other Applicants at Freight Terminals:

#### Service Offer

BASIC SERVICES	FREIGHT TRANSPORT STATIONS
SB-1	Capacity-allocation at facilities that make up Freight Terminals: Storage siding, train setting, shunting, loading and unloading tracks.
SB-2	Fuel supply.
SB-3	Handling of intermodal transport units
SB-4	Shunting and train operations



## TARIFF FOR USING SERVICE FACILITIES

In accordance with Law 38/2015, Article 96.1 of the Rail Sector, railway infrastructure managers will collect fees as defined hereunder from railway undertakings using the lines in the General Interest Railway Network, as well as passenger transport stations, freight transport terminals and other service facilities. These shall be known as rail tariffs.

Tariffs levy for using service facilities and infrastructures referred to under art. 98 in Rail Sector Act, as well as for providing services inherent to such use, as follows:

- D** Tariff for using tracks of other service facilities: sidings, train composition and shunting, maintenance, washing and cleaning, fuel supply (Mode D).
- E** Tariff for using loading points for freight (Mode E).

In mode **D**, railway undertakings and railway rolling stock owners that use taxable service facilities shall be taxable persons.

In mode **E**, railway undertakings, railway rolling stock owners, transport agents, shippers and combined transport operators using freight loading points are taxable persons.



In order to use service facilities in **D** and **E** modes, it shall be necessary to obtain capacity at the facility, as required by the taxpayer to Adif on SYACIS application, and the transfer to third parties of the allocated capacity shall be totally prohibited. Section 4.9 of this NS describes how to process capacity requests and their allocation at service facilities.

No Tariffs of this section include electric power, water, fuel, telephone or any other kind of supply or service, and the taxable person shall pay for the expenses for consumptions or supplies provided or by the rail Infrastructure manager.

Accrual shall occur when the railway installation is used for **A, B** and **C1** modes of the tariff and if the capacity of the installation is allocated for modes **C2, D** and **E**, unless the allocations include the use for periods longer than the calendar month for these modes **D** and **E**, in which case the accrual shall occur on the first day of the successive periods to be paid off.

The rail infrastructure manager shall pay the modes of this tariffs distributed in calendar months. However, in **D** and **E** modes, for periods of use shorter than the calendar month, this period shall be paid off; and for periods of use longer than one year, upon request of the taxable person, the rail infrastructure manager shall pay for modes **D** and **E** for anticipated annual periods by applying a bonus to be determined annually on the basis of the financing costs of the rail infrastructure manager and Included in the proposal for updating the amount of tariffs.

Law 31/2022, of 23 December, on the General State Budget for 2023, in article 86, includes the railway charges as from 1 January 2023 and with indefinite validity.

However, in accordance with transitional provision eight. Interim amendment of the railway tariffs indicated in this Law, article 86, are void in order to continue mitigating the effects of the crisis caused by COVID-19 on rail transport.

This provision shall be in force if there are no changes to the charges set out in Article 86, in which period the railway infrastructure managers shall apply the following unit amounts for rail tariffs.

On the other hand, Law 26/2022, of 19 December, amending Law 38/2015, of 29 September, on the railway sector, has amended CHAPTER II, railway tariffs and prices arising from the use of railway infrastructure and service facilities.

However, in accordance with transitional provision one in aforementioned Law 26/2022, a provisional application of existing fees and cancelling the amendment to certain sanctions, the system to determine railway tariffs in force upon an entry into force of this law shall continue to apply, until the approval and official publication of the values obtained in accordance with the system set therein.

## TARIFF FOR USING TRACKS AT OTHER SERVICE FACILITIES: SIDINGS, TRAIN COMPOSITION AND SHUNTING, MAINTENANCE, WASHING AND CLEANING, FUEL SUPPLY, MODE D

These are set according to the periods when service facilities are used, with their basic components, such as track, overheadline, switches and additional equipment.

The amount of this mode shall be the result of calculating the amount for using the full authorized track, the amount associated with the equipment provided in that route and the amount of optional equipment requested, applying the unit amount of each concept by the corresponding units, apportioned for the requested period and affected by the coefficient of performance set in article 98. 4. D) of LSF.

## TARIFF FOR USING SIDINGS AND OTHERS -

### MODE D

#### BASE COMPONENTS

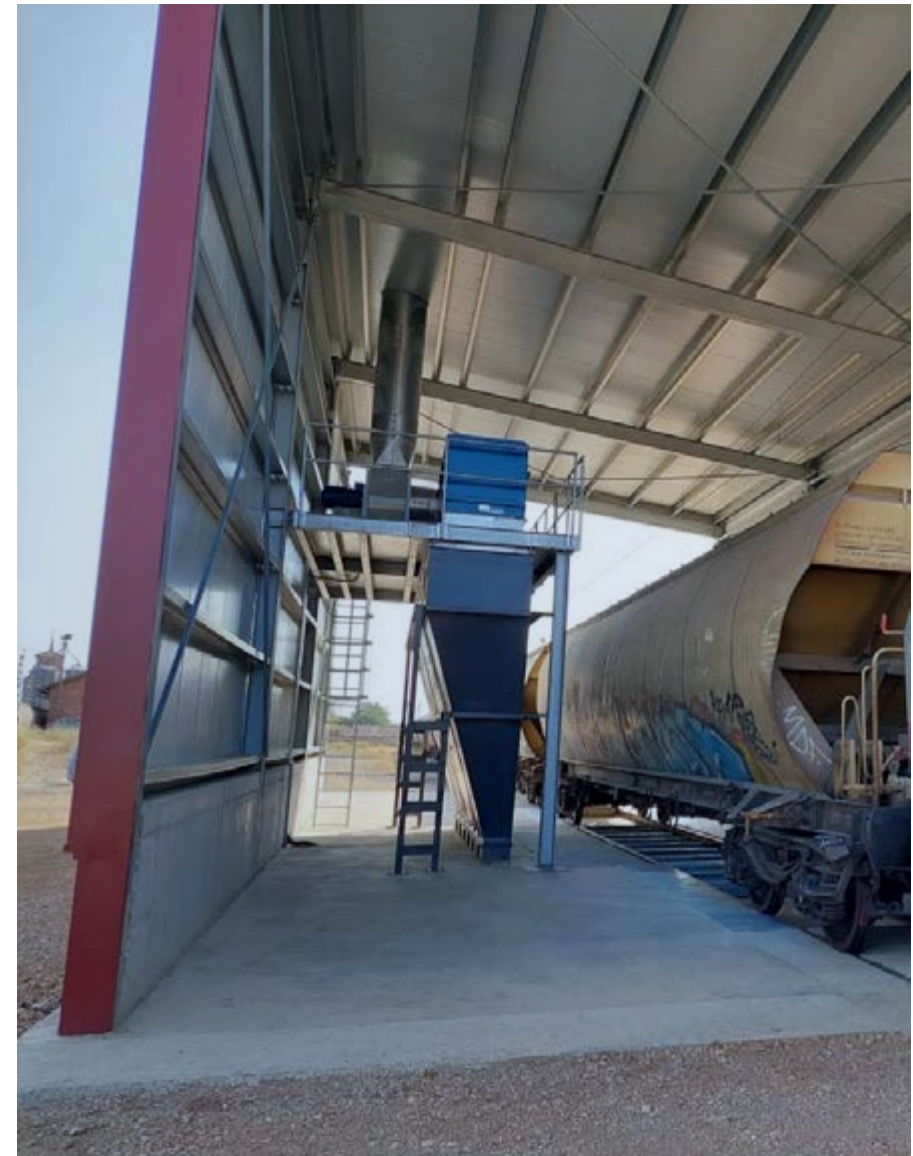
C track	5.4020 Euro/m of track-year
C overheadline	1.8260 Euro/m of over headline-year
C switch I type (manual)	564.7550 Euro/unit year
C switch II type (telecommanded)	2,165.9540 Euro/unit year

#### COMPONENTS OF EQUIPMENT ASSOCIATED TO TRACK

C track gauge corridor	1.1910 Euro/m of track-year
C track lighting	1.3680 Euro/m of track-year
C shunting yard lighting	2.0260 Euro/m of track-year
C Fire protection network	5.9530 Euro/m of track-year
C Loading/unloading platform	52.4900 Euro/m of track-year

#### OPTIONAL EQUIPMENT COMPONENTS

C grease collection trays	521.5160 Euro/unit year
C fuel collection tray	820.0490 Euro/unit year
C Cab Access Stairs	20.9450 Euro/unit year
C Unloading pit	118.0500 Euro/unit year
C Maintenance pit (without outlets)	188.3880 Euro/unit year
C Loading/unloading platform	602.6130 Euro/unit year
C Water, electric or compressed air in-take	43.7500 Euro/unit year



Also, Art 98.4.D) in Rail Sector Act, provides for the application of the following minimum amounts:

- The minimum amount for use of refuelling service facilities for all fixed and mobile Adif fuel supply points shall be € 3.75
- The minimum amount for using other service facilities subject to this mode, shall be the equivalent of a minimum period of 4 hours use of each service facility.

Likewise, bonuses per concurrence are set, if an installation is used by a prime contractor and one or more secondary contractors, as well as bonuses for long-term siding of stock, as determined in Rail Sector Act.

As well as Additions or Penalties for taxable persons who - after obtaining an allocation of capacity for a given installation and period - cancel said reservation before the end of the period awarded, as determined in Rail Sector Act-

## TARIFF FOR USING LOADING POINTS FOR FREIGHT, MODE E

In order to determine the amount of this mode, the same elements, criteria, bonuses and penalties shall be applied as in mode D, however, the calculation shall include a basic item linked to the use of a surface path parallel to the track (shunting yard), which shall serve to transfer freight (maximum 8 m), and the amount shall vary depending on its finishing.

This mode shall not apply to freight transport intermodal terminals owned by the railway infrastructure manager, which are operated directly by it or other operators, and if thereon are performed loading and unloading services of Intermodal Transportation Units (ICUs) on and from wagon.

However, if railway undertakings require in addition to the use of the loading point, other spaces, ancillary services, equipment or means that the infrastructure manager may offer, these shall be regulated by means of the corresponding lease contract.

The amount of this mode shall be the result of calculating the amount for using the full authorized track, the amount linked to using the surface path parallel to the track (marshalling yard), the amount linked to the equipment provided in that track and the amount of optional equipment requested, applying the unit amount of each concept by the corresponding units, apportioned for the requested period and affected by the coefficient of performance set in article 98.4. E) in Rail Sector Act.

The minimum amount of the fee for this mode E shall be the equivalent of a minimum period of 8 hours use.



## TARIFF FOR USING LOADING POINTS FOR FREIGHT – MODE E

### BASE COMPONENTS

C track	5.4020 Euro/month-year
C overheadline	1.8260 Euro/month-year
C switch I type (manual)	564.7550 Euro/month-year
C switch II type (telecommanded)	2,165.9540 Euro/month-year
C Marshalling Yard Type I (concrete/paving stone)	19.3400 Euro/month-year
C marshalling yard II type (conglomerate)	11.2320 Euro/month-year
C Marshalling yard II type (layers)	5.1910 Euro/month-year

### COMPONENTS OF EQUIPMENT ASSOCIATED TO TRACK

C track gauge corridor	1.1910 Euro/m of track-year
C track lighting	1.3680 Euro/m of track-year
C shunting yard lighting	2.0260 Euro/m of track-year
C Fire protection network	5.9530 Euro/m of track-year

## TARIFF FOR USING LOADING POINTS FOR FREIGHT – MODE E

C Loading/unloading platform	52.4900 Euro/m of track-year
------------------------------	------------------------------

### OPTIONAL EQUIPMENT COMPONENTS

C Grease collection trays	521.5160 Euro/unit/year
C fuel collection tray	820.0490 Euro/unit/year
C Cab Access Stairs	20.9450 Euro/unit/year
C Unloading pit	118.0500 Euro/unit/year
C Maintenance pit (without outlets)	188.3880 Euro/unit/year
C Loading/unloading platform	602.6130 Euro/unit/year
C Water, electric or compressed air intake	43.7500 Euro/unit/year

The Ministry of Transport, Mobility and Urban Agenda will compensate railway infrastructure managers for the difference between the tariffs that said entities should have received through unit amount application provided for in article 80, and those actually paid by taxpayers as a result of settlements issued with unit amounts as set forth in this transitory provision.



## Bonuses for using service facilities

a) Bonus for attendance. When a main contractor and one or more secondary contractors use a facility, the tariff amount shall be calculated as follows:

For secondary contractors, the amount resulting from applying K occasional coefficient of use to the formula described above in this section will be:

$$\text{Tariff D} = (\text{Cbase} + \text{Cequipment}) \times T \times K$$

For the main successful contractor, from the moment the track is used at the facility by a second successful contractor, the tariff amount shall be the result of applying a T coefficient equal to the difference between the time initially allocated to the previous calculation formula, and the time allocated to the second contractor(s). Other parameters shall be kept according to the initial calculation.

b) Bonus for long-term siding.

The rail infrastructure manager shall indicate the routes that are especially suitable for long-term railway rolling stock siding, applying a tariff discount for this Mode D in the base components, and as indicated in the following table, according to track category.

Siding	Discount
Category I	0%
Category II	50%

## Penalties for non-use of allocated capacity at Service Facilities

An addition or penalty is set for taxpayers who – have capacity allocation for a certain facility and period - cancel said reservation prior to the allocated period deadline, thus determining the penalty amount:

- a) Upon facilities without reserved capacity that have been requested for a specific period of use, for a full day or for hours:
  - Cancellations made over 24 hours before using the facility will not have any penalty.
  - Cancellations made less than 24 hours before the use of the facility will pay 100% fee.
- b) For facilities with reserved capacity that have been requested for a period of continuous use or for a period of specific use for full days, cancellations shall be made at least 30 calendar days in advance and:
  - If 50 % allocated period has not been used, they must pay a minimum amount equivalent to 50% tariff total amount.
  - If over 50 % allocated period has been used, there will be no penalty



## Definition and Description of Ancillary Services

### SB-1 Capacity Allocation

Capacity allocation at service facilities is the railway infrastructure manager capacity allocation at a service facility previously offered on the Service Facilities Catalogue.

Use conditions are included in chapter 5 of this NS and in section 7.3.1.

SB-1

**CAPACITY ALLOCATED FOR STORAGE SIDINGS, TRAIN COMPOSITION AND SHUNTING, MAINTENANCE, WASHING, CLEANING, FUEL SUPPLY AND LOADING AND UNLOADING**

Amounts are available in the previous section of Tariffs for using tracks at other service facilities: section, train composition and shunting, maintenance, washing and cleaning, fuel supply, Mode D and Tariff for using Loading Points for Freight, Mode E

### SB-2 Fuel supply

**A. DESCRIPTION:** This service involves traction fuel supply for rail vehicles at facilities suitable for their provision.

To provide traction fuel supply services, RUs, before starting their commercial activity, must enter into an agreement with Adif to provide the service. See Annex J.

#### B. LINKED OPERATIONS:

- a. Diesel fuel B for traction purchase management.
- b. Service associated facilities maintenance.
- c. Dispensing diesel fuel B for traction.
- d. Management inherent in service provision.

**C. INVOICING UNIT:** Cubic meters of supplied diesel fuel.

**D. APPLICATION CONDITIONS:** These are listed in the Basic Fuel Delivery Service Delivery Catalogue, which is available on:

<https://www.adif.es/mercancias/prestaci%C3%B3n-de-servicios>



**E. SCOPE OF APPLICATION:** This basic service shall be provided at fuel supply facilities offered in the Network Statement, listed as Fixed Point (Fiscal Warehouse) and Mobile Point.

**F. SERVICE PRICES:** Fuel Supply Service prices are in effect from 1 January to 31 December 2023, as follows

SB-2	FUEL SUPPLY	2023 PRICES
Product cost	Cubic meter supplied	Actual Cost €/m <sup>3</sup>
Supply service prices	Cubic meter supplied	63.6965 €/m <sup>3</sup>

### SB-3 Handling Intermodal Transport Units ITUs

**A. DESCRIPTION:** This service consists of loading and unloading Intermodal Transport Units (ITUs)

**B. LINKED OPERATIONS:**

- a. Control of ITUs entering or departing the Facility
- b. Execution of ITU loading/unloading from truck to wagon and vice versa, as well as between wagons managed by the same client (transhipment)
- c. Security and surveillance control

**C. INVOICING UNIT:** Per handled ITU

**D. APPLICATION CONDITIONS:** These are listed in the ITU Basic Handling Service Delivery Catalogue, which is available on:

<https://www.adif.es/mercancias/prestaci%C3%B3n-de-servicios>

**E. SCOPE OF APPLICATION:** These services shall be provided at intermodal terminals operated by ADIF under direct management.

**F. PRICES FOR SERVICE PROVISION:** The prices to provide basic ICU handling services as from 1 January 2023 to 31 December 2023 are as follows.

SB-3	HANDLING OF INTERMODAL TRANSPORT UNITS	INVOICING UNIT	2023 PRICES
REDUCED PRICE	ITU between 0 and 2 days of transit	ITU	27.00 €/UTI
MAXIMUM PRICE	ITU transit up to 7 days	ITU	40.95 €/UTI
ADDITIONAL HAN-DLING	Over 7 transit days	ITU	27.00 €/UTI €
TRANSIT EXCESS	Over 7 transit days	ITU/DAY	6.00 €/UTI-DÍA

## SB-4 SHUNTING AND TRAIN OPERATION

**A. DESCRIPTION:** This service performs train shunting and other operations enabling to initiate, supplement or complete rail transport service.

### B. LINKED OPERATIONS:

**B.1 Shunting:** These are the movements to perform actions such as:

- Add or segregate vehicles from a train or shunting
- Setting or un-setting a train or shunting
- Classify vehicles or stock cuts
- Move a train or vehicles along the same track or from one to the other
- Bring or carry material from/to full-track premises without a remote protection signal from the station or CTC
- Perform stock movements between collateral units that supplement each other by forming a rail complex

**B.2 Train operations:** These are actions that allow accepting or dispatching a train or the collaboration during train traffic, through the following tasks:

- Hook, unhook and attach rail vehicles
- Assist in performing brake testing
- Place and remove the train tail signals supplied by the railway undertaking, collecting them or handing them over to the driver

- Visually recognize the train or vehicle assembly
- Place and remove anti-drift chocks, supplied by the rail undertaking or other service demanding clients
- Tighten and loosen parking brakes

**C. INVOICING UNIT:** The economic conditions are set out in the Basic Service Delivery Catalogue for Train Shunting and Operations.

**D. APPLICATION CONDITIONS:** As listed in the Basic Service Delivery Catalogue for Train Shunting and Operations, as available on the following address

<https://www.adif.es/mercancias/prestaci%C3%B3n-de-servicios>

**E. SCOPE OF APPLICATION:** These services are applied in Adif's Freight Terminals and its related service facilities, where Adif provides the service directly..

**F. PRICES FOR SERVICE PROVISION:** They are included in the catalogue to provide this service on:

<https://www.adif.es/mercancias/prestaci%C3%B3n-de-servicios>

## ANCILLARY SERVICES: SERVICE OFFER, DEFINITION AND DESCRIPTION

This section refers to ancillary services provided by Adif at existing Service Facilities in Adif-owned Freight Terminals, where, as a service operator, it defines the access conditions to provide these ancillary services.

Following is Adif offer currently made to Railway Undertakings and other Applicants at Freight Transport Terminals:

### SX-3 Opening service outside of service hours

**A. DESCRIPTION:** : This service meets the requests to open the service outside the service hours at freight transport terminals:

It shall apply to the services provided by ADIF, as indicated in the Catalogues published on their website, in accordance with the following opening modes outside the hours of provision of these services:

- Extension of the service schedule published in the Service Catalogue

The client may request ADIF to extend the service hours by means of a prior request, with a minimum of 4 hours before the end of the service hours in said working day, for ADIF to analyse it and approve it, if possible.

This opening model shall only apply to extended service hours, up to maximum 4 hours. For openings longer than 4 hours, it will be requested as an extraordinary opening.

- Extraordinary opening in shifts not included in the service schedule published in the Service Catalogue

The client may request the extraordinary opening by a prior request, minimum 24 hours in advance, for analysis and approval, if possible, by ADIF.

This opening model, if approved by ADIF, will apply in all cases for 8-hour shifts.

**B. LINKED OPERATIONS:** The operations included in an Extraordinary Opening/Extended Hours arise from the specific service (or services) demanded by the Client and will appear in the request made by the Client.

The operations associated with every service appear in the Catalogues published on Adif website.

#### C. INVOICING TERMS:

- An invoicing unit is the price of the basic ground operation that appears in the shunting service catalogue (published on Adif website).
- Opening service outside the service hours, in any mode, will be invoiced separately from the service invoices during the opening requested by the client and approved by ADIF.
- 2 hours is the minimum invoicing unit for an opening extending the service schedule.
- The invoicing unit for an extraordinary opening mode, in all cases, is 8 hours.
- If the opening request includes multiple services, the total invoicing for this request is the sum of the opening invoices for every service requested by the client.
- For both types of opening, if there are several clients with applications approved by ADIF for the same service period, the opening price will be distributed proportionally between the amount of clients..

**D. SCOPE :** These services apply at Adif Freight Terminals and related service facilities, where Adif provides the service directly.

**E. PRICES TO PROVIDE THE SERVICE:** These are included in every Service Catalogues on Adif website.

## 7.3.3.3. DESCRIPTION OF THE FACILITIES' TECHNICAL CHARACTERISTICS

### CATALOGUE OF SERVICE FACILITY DESCRIPTIVE FILES

In accordance with Implementing Regulation (EU) 2017/2177, provision 4, operators of service facilities shall draw up a description of service facilities and services for which they are responsible, which shall include the information referred to in said provision.

Document available on Adif website as annex to this NS.

## 7.3.3.4. PRICES

Described in section 7.3.3.2.

### 7.3.3.5. ACCESS CONDITIONS

Described in sections 7.3.3.1 and 7.3.3.2

### 7.3.3.6. CAPACITY ALLOCATION

Described in sections 7.3.3.1 and 7.3.3.2

## 7.3.4. TRAIN SETTING FACILITIES INCLUDING SHUNTING FACILITIES

Tracks designed to perform operations and movements of rolling stock consisting of aggregating or segregating vehicles to a train, composing or decomposing a train, classifying vehicles or cuts of stock, or moving a train or vehicles on the same track or from one to another.

Also in these facilities, other operations are made associated with the train such as visual recognition, brake testing, as well as all kinds of action on rail material that allows sending it to other facilities, such as workshops, ports, private loading platforms, etc.

Said service facilities may also be used by railway undertakings and holders of railway rolling stock.

If safety facilities and technical equipment permit it, trains may also be expedited or received directly from these tracks. This decision applies only to the Traffic Manager of Adif.

These facilities have the equipment described in the service facility catalogue, which shall be taken into account by the client, due to the influence upon planning their operations.

Shunting tracks are listed in the Service Facility Capacity Offering catalogue, which is available as an annex to this NS.

## 7.3.5. STORAGE SIDINGS

The rail infrastructure manager shall provide railway undertakings and holders of rolling stock, tracks at service facilities determined for the section of transport equipment linked to freight transport (locomotives, single wagons or sets of wagons) as well as the stock for passenger transport (locomotives, passenger coaches, self-propelled material).

Sidings are service facilities dedicated to put aside railway stock for a certain time, if the stock is in production, or for an uncertain period when the stock is out of the production cycle.

These facilities have the equipment described in the catalogue of service facilities, which should be taken into account by the client by the influence it may have, in planning their operations.



Immobilization could be due to a particular purpose, during the transport cycle or for an indefinite long-term period outside the transport cycle as such.

Sidings with rolling stock which shall be there longer than a month and which are out of the transport cycle shall be considered to be of long-term.

In exceptional cases, if there are enough capacities and given no disruption of the normal operation at freight terminals or passenger transport stations, it shall be possible to put aside at these service terminals stock which is not in the production cycle, prior permission from the infrastructure manager.

Sidings under catenary are expressly forbidden for wagons that are outside the transport cycle and have a stair access to the upper parts thereof, unless the client makes electrical risk assessment and takes the necessary measures.

In the case of transport of dangerous goods, either on specialized Rail Rolling Stock as well as in wagons or containers, it is only possible to set aside such stock if it is empty with no trace of freight, clean and degassed under the provisions framed in the RID.

If safety facilities and technical equipment permit it, trains may also be expedited or received directly from these tracks. This decision applies only to the Traffic Manager of Rail Infrastructure Manager.

Railway undertakings and railway rolling stock owners may use this type of service facilities.

Sidings are listed in the catalogue of the Capacity Offer at the service facilities, which is available on Adif website, as an Annex to this NS.

## 7.3.6. FACILITIES FOR ROLLING STOCK MAINTENANCE

The list of Rolling Stock Maintenance Centers, whether connected to the General Interest Rail Network or not, is available in the Catalogue of Service Facilities Descriptive Files, available on Adif website as an annex to this NS

The conditions of provision of services in the same will be made available to the interested party by the operator of the installation.

In the list, for each center is provided, among others, the following data:

- Community
- Name.
- Facility Operator
- Type of Facility
- Web link to the service facility descriptive file.



## 7.3.7. OTHER TECHNICAL FACILITIES (MAINTENANCE, CLEANING AND WASHING FACILITIES, ETC.)

In addition to these facilities, there are other technical facilities where different services can be provided, which are described below, specifying their use and location.

### Rail Light Vehicle Maintenance Facilities

These are service facilities, which may or may not be fitted with pits, intended for maintenance operations on railway transport vehicles which do not require specific heavy maintenance facilities.

These facilities have the equipment described in the catalogue of service facilities to enable said operations, such as lighting, pits, supply points, ..., which must be taken into account by the client upon planning their operations.

Any other equipment not described and necessary to perform these operations shall be provided by the client, with the facility owner authorization. The routes designated for this purpose by Adif at freight terminals, passenger transport stations and other stations shall be allocated primarily to transport equipment linked to the main activity and are intended to prevent moving stock to other intervention points.

This type of service facilities may be used by railway undertakings and owners of railway rolling stock. Maintenance tracks of light rail vehicles, as well as activities that can be performed thereon, are contained in the catalogue of service facilities, which is available on the Adif website, as an annex to this NS.

### Ancillary Facilities

These are technical facilities linked to rolling stock where some of the following tasks can be performed: identification of damage to wheels, hot boxes, overloads, loading gauge control, cargo stowed etc. They are designed for traffic safety and have appropriate technologies to fulfill their mission.

There is a set of scales distributed along the General Interest Rail Network, which mission is to identify overweight in wagons, avoiding derailments and over-efforts to infrastructures. Specifically, there are 30 automatically operated dynamic scales, all with remote control, please consult your location on Map 3. Adif through the Department of Systems and Operational Media Management in the General Directorate for Traffic and Capacity Management keeps the scale strength and contrast wagons in accordance with current standards.

## 7.3.8. PORT AND MARITIM FACILITIES

RUs shall be entitled to access existing railway infrastructures in the field of maritime or river ports, under the conditions set for this purpose between port authorities and the railway infrastructure manager.

The provision of basic, supplementary and ancillary services at service facilities located in ports of general interest shall be in accordance with port legislation. For more information, see the Maps and Service Facility Fact Sheet Catalogue, as available on Adif website and annexed to this NS.

## 7.3.9. RELIEF FACILITIES

Set of systems available at Adif facilities to facilitate the evacuation, self-protection of people and the intervention of rescue services in emergency situations. For further information, please consult:



### DIRECCIÓN DE SEGURIDAD Y AUTOPROTECCIÓN

*Estación Madrid-Chamartín -Clara Campoamor  
Calle Agustín de Foxá, 48\_ Edificio Comercial  
28036-Madrid*

## 7.3.10. FUEL SUPPLY FACILITIES

Facilities with adequate technical means for dispensing diesel to drive rail vehicles with appropriate safety measures.

Railway Undertakings may supply fuel by:

- \* Network of fixed fuel supply points, managed directly by Adif, which are included in the maps, in document annexed to this NS. At these facilities it shall be supplied on a fuel supply point arrival order.
- \* Mobile supply points, upon request from the Fuel Management Directorate. At these facilities and only in the case of diesel suppliers other than Adif (self-supply), railway undertakings shall inform the facility owner sufficiently in advance and always adapt to the facility use conditions.

Should client communications include overlapping schedules, those made first shall be preferred, provided the supply mean is at the station.

Capacity allocation at the facility shall be included in fuel supply service, regardless of whether it is a fix or mobile point, and does not require a capacity request. Tariff for using Mode D is accrued upon fuel supply.

Certain routes may be conditioned at freight transportation terminals, providing them with the appropriate technical, safety and environmental means for traction diesel dispensing.

The Service Facility Fact Sheet Catalogue, available on Adif website as an annex to this NS, lists the facilities to provide this service, as well as on the Service Facility Capacity Offering catalogue.

For additional information see [www.adif.es](http://www.adif.es) or check with:



**Subdirección de Promoción del Transporte de Mercancías**

*C/ Agustín de Foxá, 46 - Edificio Comercial 3ª planta*

*Estación de Madrid-Chamartín-Clara Campoamor- 28036 Madrid*

## 7.3.11. OTHER RAIL FACILITIES CONNECTED TO THE GENERAL INTEREST RAIL NETWORK (PORTS AND CARGO)

### Ports of General Interest with Connection Agreements to Adif Managed RFIG

Railway infrastructures and rail terminals of freight owned by a port authority which at any time exists at service areas of general interest ports and are connected to the General Interest Rail Network. They shall be part thereof and shall be included in the General Interest Railway Network Catalogue.

Connection of afore rail infrastructures and rail terminals of freight to the General Interest Railway Network shall be laid down in the Network Statement and governed by an agreement. Said agreement shall be signed together with the relevant port authority, the relevant rail infrastructure general manager and Puertos del Estado (State ports) for every general interest port, prior authorization by the Ministerio de Transportes, Movilidad y Agenda Urbana, laying down the rights and obligations of each party, by virtue of the following principles:

- a) The infrastructure general manager and the Port Authority shall establish under guidelines established by the Ministerio de Transportes, Movilidad y Agenda Urbana, the standards for a physical and functional connection of railway infrastructures managed by every entity. For this purpose, the agreement shall define the connection lines of the port with the rest of the General Interest Rail Network.
- b) Port Authorities shall set up regarding general interest ports and prior favorable report of the State Ports standards on design and operation of the existing network at each port, so as to not disrupt the proper functioning General Interest Rail Network managed by the Rail Infrastructure Manager.

The agreement shall include any network operation and the standards to be respected by the rail infrastructure manager for capacity allocation of the existing rail infrastructures in the area of General Interest Ports.

Currently 21 ports have connection to the General Interest Rail Network, see Maps, in a document attached to this NS.

The Catalogue of Descriptive Data Files of Service Facilities - annexed to this Network Statement - includes specific information of these Facilities.

### Private-owned Rail Infrastructures (Loading Areas)

Private owned infrastructures are owned by particulars, individuals or collectively.

For the establishment or operation of private-owned rail infrastructure, the applicant must submit a project to establish or exploit the line that will include, at least, a report explaining the purpose of establishing or operating the infrastructure, with general and partial plans, as well as respective quotations, activities to be provided thereon, description of the works and technical circumstances for performance which must conform to the rules in safety and interoperability, established by regulation of the Ministerio de Transportes, Movilidad y Agenda Urbana.

On said private-owned rail infrastructure, rail transport may be exclusively performed on the owner's account, in addition to other main activities performed by the owner.

The connection of privately owned rail infrastructures outside the General Interest Railway Network, especially of loading areas, with the General Interest Railway Network, may only be made if expressly authorized by Adif. The owner of the privately owned rail infrastructure shall facilitate the connection on the terms specified in the authorization.

Loading areas are railway infrastructures state or privately owned, which consist of tracks in a facility for loading, unloading and stabling coaches with a link to a line by one or more switches in open track, which serve to complement the General Interest Rail Network owned by Adif, including the units dedicated to construct, repair or maintain railway stock, such as coaches, wagons, locomotives and track machinery privately owned.

Article 52 of Rail Industry Regulation sets out the conditions to connect private-owned rail infrastructure with the General Interest Rail Network, and construction and operation regime of private-owned items that complement state-owned rail infrastructures.

Since 1 January 2005, 57 privately owned rail infrastructure connections to the General Interest Rail Network managed by Adif have been authorized. As of 31 October 2022, there are 160 private deviations in commercial operation on conventional lines (13 private for public use), and 6 on metric-gauge lines.

The Catalogue of Descriptive Data Files of the Service Facilities - attached to this Network Statement includes a list of these Facilities specifying whether they are located on conventional gauge lines or on metric gauge lines, as classified based upon their use in:

- \* Private loading areas for public use
- \* Private loading areas

For more information, consult the Corporate Management and Presidency Office Directorate (Adif Directory, section 1.6).

## 7.3.12. FACILITIES TO CHANGE GAUGES AND AXLES

On Adif owned Network there are currently two track gauges interoperable with each other: Standard Gauge (1,435 mm) and Iberian gauge (1,668 mm). In order to facilitate internal connections between both gauges, as well as to other European networks, automatic systems have been developed called Track Gauge Changers. In other traditional facilities, a physical change of gauge is possible by changing axles or bogies, or by physical transshipment of the freight. There are also facilities for transshipment of containers and freight at border points of Irun and Portbou. Their location is shown in the maps, in the document attached to this NS.

Information specific to these Facilities is included in the Service Facilities Catalogue annexed to this Network Statement.

RUs shall be entitled to the use track-gauge changers managed by the railway infrastructure manager, to the extent that their rolling stock is adapted to the technical characteristics. The rail infrastructure manager guarantees at all times the provision of this service associated with path allocation to move along RFIG lines.

Technical rolling stock operations, locomotive coupling, brake test, defrosting, shunting direction or track change operations, as well as their dedication are for RUs.

RUs dedicated to freight transport may request to TRANSFESA the use of the axle changers located at the borders of Hendaya and Cerbère, under conditions determined by said undertaking.

### Track Gauge Changers

These are facilities where track gauge necessarily changes in a rail vehicle to adapt it to a different track gauge. There are two systems:

- With TALGO technology
- With CAF technology

Furthermore, some of these facilities enable gauge changers in trains with both technologies. Gauge changing technology for trains with variable gauge enable rail traffic to pass through different networks, in a short time and without discomfort for passengers, key for a progressive extension of high-speed benefits.

For additional information consult:



#### Subdirección de Operaciones de Alta Velocidad

*Dirección General de Conservación y Mantenimiento*

*Calle Titán 4-6 4ª Planta. 28045 Madrid*

The Maps, as a document attached to this NS, show the track gauge changing facilities, together with the track gauge type information for every line. The Catalogue of Service Facilities Descriptive Files, annexed to this Network Statement, includes information specific to these facilities.

The following lists all gauge changers by specifying their location:

PROVINCE	TECNOLOGY	TYPE	CHANGER
CÓRDOBA	TALGO CAF	DUAL VERTICAL	Alcolea de Córdoba
MALAGA	TALGO CAF	2 DUAL VERTICAL CHANGERS	Antequera, por Antequera Sta. Ana
SEVILLA	TALGO CAF	2 SIMPLE CHANGERS	Majorabique por Sevilla Sta. Justa
ALBACETE	TALGO CAF	Dual Horizontal	Albacete
VALENCIA	TALGO CAF	DUAL VERTICAL	Valencia
ZARAGOZA	TALGO CAF	DUAL VERTICAL	Zaragoza – Delicias por Zaragoza
	TALGO CAF	DUAL VERTICAL	Plasencia de Jalón
TARRAGONA	TALGO CAF	2 DUAL VERTICAL CHANGERS	La Boella
LEÓN	TALGO CAF	TCRS3	Vilecha por León
	TALGO CAF	TCRS3	León Clasificación por León
PALENCIA	TALGO CAF	Dual Horizontal	Villamuriel por Palencia
VALLADOLID	CAF	SIMPLE	Medina del Campo por Medina del Campo AV
	TALGO CAF	Dual Horizontal	Valdestillas por Valladolid Campo Grande
BURGOS	TALGO CAF	TCRS3	Burgos Rosa Manzano
OURENSE	TALGO CAF	Dual Horizontal	Taboadela



## TARIFF FOR RUNNING THROUGH GAUGE CHANGERS, MODE B

The amount of this mode shall be that which results from multiplying the unit rate with the number of trains running through a gauge changer in any direction.

### CHARGE TARIFF FOR RUNNING THROUGH GAUGE CHANGERS - MODE B

€ / For running through a Changer 134.8211 €

### Bogie and Axle Changers

These are wagon axle or bogie change facilities (currently, for freight traffic only) with a system of lifting the wagon and replacing the rolling by another with the corresponding gauge. Currently, the management at borders of axle change facilities is located in Hendaye and Cerberus (France) located facilities, and is performed by the company TRANSFESA.

The Catalogue of Descriptive Data Files of Service Facilities - annexed to this Network Statement - shows specific information of these Facilities.

### Spain/France axle changer

Hendaya (Transfesa) on Irún/France

Cerbere Changer (Transfesa)



## 7.3.13. INTERMODAL LOAD TERMINALS

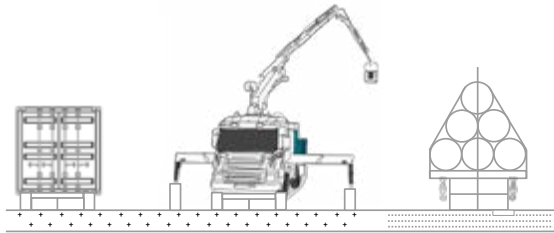
These are service facilities for loading and unloading Intermodal Transport Units (ITU) on and from wagon (modal exchange) or between wagons (transfer). Containers, swap bodies and semi-trailers traveling on a platform-wagon are considered ITUs.

Railway undertakings, train loaders, combined transport operators and transport agents may make use of these service facilities.

The Catalogue of Services and Prices and the Catalogue of Service Facilities Descriptive Files annexed to this Network Statement show specific information on Service Facilities as well as information of offered services, their conditions and characteristics.

## 7.3.14. GENERAL FREIGHT LOADING TERMINALS (LOAD POINTS)

These are track facilities for loading and unloading of freight that are composed, generally, by the track and a surface (shunting yard) operating parallel to it, and with a maximum width of 8 meters from the nearest rail. These operations may be performed laterally through the ends of the composition or gravity.



Service facilities of freight intermodal transportation that are directly operated by Adif, or by other operators and which provide the loading and unloading service of Intermodal Transport Units (ICUs) on and from wagon shall not be considered loading points.

These facilities have the equipment described in the catalogue of service facilities to facilitate loading and unloading operations, such as lighting, ramps and loading platforms, unloading trench ..., which must be taken into account by the client, due to the influence it may have, in planning their operations.

Any other equipment not described and necessary to carry out these operations shall be provided by the client, prior authorization of the facility.

However, should the client require for the provision of rail transport, apart from using this type of service facility, other areas (open spaces, storage yards, bays, ...) or means (cranes, trolleys, mobile ramps, ...) which the owner of the facility can offer, these shall be governed by the corresponding lease contract.

If a client, acting as a transport provider, has the allocated capacity for a load point as origin or destination of traffic, and the loader changes the transport provider, the client who until then had the capacity allocated shall be bound, unless duly justified cause, to free the facility to allow the allocation of capacity to the new transport provider. In the event that 5 days after requesting it to the Service Information Manager he/she has not abandoned the facility, the Service Information Manager shall revoke its capacity and shall proceed to allocate it in favor of the new applicant.

## 7.3.15. FORMATS TO APPLY FOR SERVICES AND ANNEX

Forms to request services are available in Annex C.

### ANNEX 1

#### STATIONS WITH PERMANENT ASSISTANCE TO PERSONS WITH DISABILITIES AND/OR REDUCED MOBILITY

STATION	MEETING POINT	STATION ACCESSIBILITY				
		PARKING PLACE	LOBBY AND SHOPPING AREA	BETWEEN PLATFORMS	TOILETS	WHEELCHAIR
A CORUÑA	Atención al Cliente ADIF	●	●	●	●	●
A CORUÑA	Atención al Cliente ADIF	●	●	●	●	●
ALCÁZAR DE SAN JUAN	Vestíbulo	●	●	●	●	●
ALGECIRAS	Atención al Cliente ADIF	●	●	●	●	●
ALMERÍA INTERMODAL	Atención al Cliente ADIF	●	●		●	●
AVILA	Vestíbulo	●	●	●	●	●
BADAJOS	Vestíbulo	●	●	●	●	●
BILBAO - ABANDO	Atención al Cliente ADIF	●	●	●	●	●
BURGOS ROSA MANZANO	Atención al Cliente ADIF	●	●	●	●	●
CÁDIZ	Vestíbulo	●	●	●	●	●
CARTAGENA	Centro Asistencia PMR ADIF	●	●	●	●	●
GIJÓN	Atención al Cliente ADIF	●	●	●	●	●

#### NOTE:

Stations providing permanent assistance up to 30 minutes before the trains departure.

STATION	MEETING POINT	STATION ACCESSIBILITY				
		PARKING PLACE	LOBBY AND SHOPPING AREA	BETWEEN PLATFORMS	TOILETS	WHEELCHAIR
HUELVA	Vestíbulo	●	●		●	●
HUESCA	Vestíbulo	●	●	●	●	●
IRÚN	Centro Asistencia PMR ADIF	●	●	●	●	●
JAÉN	Vestíbulo	●	●	●	●	●
JEREZ DE LA FRONTERA	Vestíbulo	●	●	●	●	●
LINARES BAEZA	Vestíbulo	●	●		●	●
LOGROÑO	Atención al Cliente ADIF	●	●	●	●	●
LUGO	Vestíbulo	●	●	●	●	●
MADRID ATOCHA CERCANÍAS	Atención al Cliente ADIF	●	●	●	●	●
MADRID PRÍNCIPE PÍO	Venta de Billetes RENFE-OPERADORA		●	●	●	●
MÉRIDA	Vestíbulo	●	●	●	●	●
MIRANDA DE EBRO	Atención al Cliente ADIF	●	●	●	●	●
MONFORTE DE LEMOS	Vestíbulo	●	●		●	●
ORIHUELA MIGUEL HERNÁNDEZ	Vestíbulo	●	●	●	●	●
OVIEDO	Vestíbulo	●	●	●	●	●
PAMPLONA	Atención al Cliente ADIF	●	●		●	●
SALAMANCA	Atención al Cliente ADIF	●	●	●	●	●

**NOTE:**  
Stations providing permanent assistance up to 30 minutes before the trains departure

STATION	MEETING POINT	STATION ACCESSIBILITY				
		PARKING PLACE	LOBBY AND SHOPPING AREA	BETWEEN PLATFORMS	TOILETS	WHEELCHAIR
SAN FERNANDO - BAHÍA SUR	Venta de Billetes RENFE-OPERADORA	●	●	●	●	●
SANTANDER	Atención al Cliente ADIF	●	●	●	●	●
TARRAGONA	Centro Asistencia PMR ADIF	●	●		●	●
TERUEL	Centro Asistencia PMR ADIF	●	●	●	●	●
VALENCIA ESTACIÓ DEL NORD	Atención al Cliente ADIF	●	●	●	●	●
VITORIA / GASTEIZ	Atención al Cliente ADIF	●	●	●	●	●

**NOTE:**

Stations providing permanent assistance up to 30 minutes before the trains departure

## ANNEX 2

### STATIONS WITH OCCASIONAL ASSISTANCE TO PERSONS WITH DISABILITIES AND/OR REDUCED MOBILITY

STATION	MEETING POINT	STATION ACCESSIBILITY				
		PARKING PLACE	LOBBY AND SHOPPING AREA	BETWEEN PLATFORMS	TOILETS	WHEELCHAIR
ALMANSA	VESTÍBULO	•	•		•	•
ASTORGA		•	•	•	•	•
BALSICAS - MAR MENOR		•	•		•	•
BARCELONA FRANÇA		•	•	•	•	•
BENICARLÓ-PENÍSCOLA		•	•	•	•	•
BENICASSIM		•	•	•		•
BOBADILLA		•	•		•	•
BRIVIESCA		•	•		•	•
CALAHORRA		•	•		•	•
CASTEJÓN DE EBRO		•	•		•	•
CORTES DE NAVARRA		•	•		•	•
CALLOSA DE SEGURA-COX		•	•	•	•	•
CULLERA		•	•	•	•	•
DAIMIEL		•	•	•	•	•
ELDA-PETRETER		•	•	•	•	•
ESPELUY		•	•		•	•
FERROL		•	•	•	•	•

STATION	MEETING POINT	STATION ACCESSIBILITY				
		PARKING PLACE	LOBBY AND SHOPPING AREA	BETWEEN PLATFORMS	TOILETS	WHEELCHAIR
FIGUERES	VESTÍBULO	•	•	•	•	•
FLAÇA		•	•	•	•	•
GANDÍA		•	•	•	•	•
L'ALDEA AMPOSTA		•	•	•		•
LA PALMA DEL CONDADO			•		•	•
LEBRIJA		•	•	•	•	•
MANZANARES		•	•	•	•	•
MATAPORQUERA		•	•		•	•
MEDINA DEL CAMPO		•	•		•	•
MIERES PUENTE		•	•	•	•	•
MONTIJO		•	•		•	•
MONTILLA		•	•		•	
NAVALMORAL DE LA MATA		•	•		•	•
O BARCO DE VALDEORRAS			•	•	•	•
OROPESA DE TOLEDO		•	•		•	•
PEÑARANDA DE BRACAMONTE			•		•	•
PLASENCIA		•	•	•	•	•



STATION	MEETING POINT	STATION ACCESSIBILITY				
		PARKING PLACE	LOBBY AND SHOPPING AREA	BETWEEN PLATFORMS	TOILETS	WHEELCHAIR
PONFERRADA	VESTÍBULO	•	•		•	•
PORT AVENTURA				•		•
PORTBOU			•		•	•
PUERTO DE SANTA MARÍA		•	•	•	•	•
REDONDELA AV		•	•	•	•	•
REUS		•	•	•	•	•
RONDA		•	•	•	•	•
SAGUNTO		•	•	•	•	•
SAHAGÚN		•	•			•
SARRIA		•	•		•	•
SOCUÉLLAMOS		•	•	•	•	•
SORIA		•	•	•	•	•
TAFALLA		•	•		•	•
TALavera DE LA REINA		•	•		•	•
TORREDEMBARRA			•			•
TORRELAVEGA		•	•		•	•
TORTOSA			•	•	•	•
TUDELA DE NAVARRA		•	•		•	•

STATION	MEETING POINT	STATION ACCESSIBILITY				
		PARKING PLACE	LOBBY AND SHOPPING AREA	BETWEEN PLATFORMS	TOILETS	WHEELCHAIR
UNIVERSIDAD DE RABANALES	VESTÍBULO			•	•	
VALDEPEÑAS		•	•		•	•
VEGUELLINA		•	•		•	
VIGO GUIXAR		•	•	•	•	•
VILLACAÑAS		•	•		•	•
VILLALBA DE GUADARRAMA		•	•	•	•	•
VILLANUEVA DE LA SERENA		•	•		•	•
VILLARROBLEDO		•	•		•	•
VILLASEQUILLA		•	•			•
VILLENA		•	•		•	•
VINARÒS		•	•	•	•	•
XÀTIVA		•	•	•	•	•
ZAMORA		•	•	•	•	•
ZUMÁRRAGA			•	•	•	•

#### NOTE:

Stations with punctual assistance, where it is necessary to request assistance at least 12 hours in advance..



# 8 ANNEXES

- A\_ Working Timetable
- B\_ International Path Catalogue
- C\_ Request Forms
- D\_ Organization chart of the Ministry
- E\_ Reference Documentation
- F\_ Glossary
- G\_ Catalogue of Lines and Sections on the RFIG
- H\_ Average Capacity of Adif Main Lines
- I\_ Classification of Lines by Types
- J\_ Contractual Models
- K\_ Dispute Resolution Procedure
- L\_ Information Exchange





# Annex A

## Working Timetable

### 2022/2023 y 2023/2024

- On Sunday 11 de December de 2022 begin 2023 new Service Hours, valid until Saturday, 9 December 2023.
- On Sunday, 10 December 2023, begin 2024 new Service Hours, valid until Saturday, 14 December 2024
- The Service Hours mark the effective deadlines to be met during the Infrastructure Capacity Allocation procedures in accordance with Rail Sector Act and Order FOM 897/2005, described in Chapter 4 of this NS.

## 2023

ENERO	FEBRERO	MARZO	ABRIL	MAYO	JUNIO
L M M J V S D	L M M J V S D	L M M J V S D	L M M J V S D	L M M J V S D	L M M J V S D
1	1 2 3 4 5	1 2 3 4 5	1 2	1 2 3 4 5 6 7	1 2 3 4
2 3 4 5 6 7 8	6 7 8 9 10 11 12	6 7 8 9 10 11 12	3 4 5 6 7 8 9	8 9 10 11 12 13 14	5 6 7 8 9 10 11
9 10 11 12 13 14 15	13 14 15 16 17 18 19	13 14 15 16 17 18 19	10 11 12 13 14 15 16	15 16 17 18 19 20 21	12 13 14 15 16 17 18
16 17 18 19 20 21 22	20 21 22 23 24 25 26	20 21 22 23 24 25 26	17 18 19 20 21 22 23	22 23 24 25 26 27 28	19 20 21 22 23 24 25
23 24 25 26 27 28 29	27 28	27 28 29 30 31	24 25 26 27 28 29 30	29 30 31	26 27 28 29 30
30 31					
JULIO	AGOSTO	SEPTIEMBRE	OCTUBRE	NOVIEMBRE	DICIEMBRE
L M M J V S D	L M M J V S D	L M M J V S D	L M M J V S D	L M M J V S D	L M M J V S D
1 2	1 2 3 4 5 6	1 2 3	1	1 2 3 4 5	1 2 3
3 4 5 6 7 8 9	7 8 9 10 11 12 13	4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12	4 5 6 7 8 9 10
10 11 12 13 14 15 16	14 15 16 17 18 19 20	11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19	11 12 13 14 15 16 17
17 18 19 20 21 22 23	21 22 23 24 25 26 27	18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26	18 19 20 21 22 23 24
24 25 26 27 28 29 30	28 29 30 31	25 26 27 28 29 30	23 24 25 26 27 28 29	27 28 29 30	25 26 27 28 29 30 31
31			30 31		



# 2024

ENERO						
L	M	M	J	V	S	D
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRERO						
L	M	M	J	V	S	D
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

MARZO						
L	M	M	J	V	S	D
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

ABRIL						
L	M	M	J	V	S	D
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAYO						
L	M	M	J	V	S	D
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNIO						
L	M	M	J	V	S	D
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULIO						
L	M	M	J	V	S	D
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AGOSTO						
L	M	M	J	V	S	D
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTIEMBRE						
L	M	M	J	V	S	D
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

OCTUBRE						
L	M	M	J	V	S	D
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVIEMBRE						
L	M	M	J	V	S	D
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DICIEMBRE						
L	M	M	J	V	S	D
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					



## Main Milestone

Working Timetable 2023-2024		Schedule Agreed Adjustment		Monthly Adjustment	
		2023	2024	2023	2024
10-dic-23	Inicio Horario de Servicio 2023/2024				
11/04/23	Solicitudes Internacionales	11-jun-23	Ajuste concertado 09-jun-24	05/02/23	04/02/24
12/06/23	Solicitudes Nacionales			05/03/23	03/03/24
03/07/23	Asignación provisional de capacidad internacional	11/02/23	Solicitudes 09/02/24	02/04/23	07/04/24
04/08/23	Fin del periodo de alegaciones internacional			07/05/23	05/05/24
10/08/23	Asignación provisional de capacidad nacional	11/03/23	Asignación provisional de capacidad 09/03/24	06/08/23	04/08/24
21/08/23	Asignación definitiva de capacidad internacional			03/09/23	01/09/24
11/09/23	Fin del periodo de alegaciones nacional	11/04/23	Asignación definitiva de capacidad 09/04/24	01/10/23	06/10/24
10/10/23	Asignación definitiva de capacidad nacional			05/11/23	03/11/24
25/10/23	Comunicación del anuncio de trenes	11/05/23	Comunicación del anuncio de trenes 09/05/24		

**Note:** Other dates may be designated for Concluded Adjustments, when new infrastructures are commissioned. These dates will be communicated in advance.

# Annex B

## 2023/2024 International Path Catalogue

### CORRIDOR PATHS: HENDAYA-IRÚN-MADRID-ALGECIRAS / FUENTES DE OÑORO-VILAR FORMOSO (ATLANTIC CORRIDOR) .

Nº de Surco	Madrid Abroñigal	Grisén	Irún	Conexiones	Carga, Longitud y Locomotora Tipo
40166/7 (1)	23:05	04:45	10:05	Saarbrücken	1130tn 450m Loc 253
Nº de Surco	Conexiones	Irún	Grisén	M. Abroñigal	Carga, Longitud y Locomotora Tipo
40908/9 (1)	Forbach/Ludwigshafen	13:03	18:08	23:45	1080tn 450m Loc 253
Nº de Surco	Algeciras	Madrid Abroñigal	Irún	Conexiones	Carga, Longitud y Locomotora Tipo
40197/6 (1)	17:04	09:30	21:03	Tourcoing/Amberes	1060t, 450m, Loc 335/253 1130t, 450m, Loc 253
Nº de Surco	Conexiones	Hendaya	Ciempozuelos.	Algeciras	Carga, Longitud y Locomotora Tipo
40612/1	Einsiedlerhof	18:45	06:35	08:40 (+1)	1080t, 450m, Loc 335/253
Nº de Surco	Vicalvaro Cl.	Miranda de Ebro	Hendaya	Conexiones	Carga, Longitud y Locomotora Tipo
40161/0	00:16	07:33	10:30	Forbach/Ludwigshafen	1080t 450m Loc 253

Nº de Surco	Conexiones	Irún	Grisén	Madrid Abroñigal	Carga, Longitud y Locomotora Tipo
40194/5 (1)	Mouscron/Amberes	09:20	14.38	19.45	1080t 450m Loc 253
Nº de Surco	Villafra	Miranda de Ebro	Hendaya	Conexiones	Carga, Longitud y Locomotora Tipo
40661/0	12:21	13:30	16:59	Hendaya/Lyon Sibelin	1080 t 450m Loc 253
Nº de Surco	Conexiones	Hendaya	Miranda de Ebro	Villafra	Carga, Longitud y Locomotora Tipo
40668/9	Lyon Sibelin/Hendaya	19:10	22:04	23:25	1080 t 450m Loc 253
Nº de Surco	Zaragoza (Grisén)	Pamplona	Hendaya	Conexiones	Carga, Longitud y Locomotora Tipo
40831/0	15:09	17:29	20:39	Mannheim	1080 t 450m Loc 253
Nº de Surco	Conexiones	Hendaya	Altsasu	Zaragoza (CIM)	Carga, Longitud y Locomotora Tipo
40950/1	Tourcoing/Amberes	11:15	13:30	17:50	1080 tn 450m Loc 253
Nº de Surco	Pamplona	Altsasu	Hendaya	Conexiones	Carga, Longitud y Locomotora Tipo
40961/0	12:45	13:34	15:35	Forbach/Mannheim	1080t 450m Loc 253

(1) Shared Path with Mediterranean corridor between Madrid and Grisén..

Nº de Surco	Conexiones	Hendaya	Grisén	Ciempozuelos	Carga, Longitud y Locomotora Tipo
40614/3	Einsiedlerhof	22:05	02:51	08:20	1080t 450m Loc 253
Nº de Surco	Bilbao	Miranda de Ebro	Hendaya	Conexiones	Carga, Longitud y Locomotora Tipo
40662/3	14:00	16:45	20:08	Saarbrücken	1240t 450m Loc 253
Nº de Surco	Conexiones	Hendaya	Miranda de Ebro	Bilbao	Carga, Longitud y Locomotora Tipo
40610/1	Saarbrücken	16:09	19:35	22:25	1080t 450m Loc 253
Nº de Surco	Vilar Formoso	Medina del Campo	Hendaya	Conexiones	Carga, Longitud y Locomotora Tipo
40962/3	01:30	05:35	13:02	Lisboa, Leixoes, Forbach, Valenton	1200t, 450m, Loc 335 1200t, 450m, Loc 253
Nº de Surco	Conexiones	Hendaya	Medina del Campo	Vilar Formoso	Carga, Longitud y Locomotora Tipo
40814/5	Lisboa, Leixoes, Forbach, Valenton	05:15	12:17	15:29	1080t, 450m, Loc 253 1080t, 450m, Loc 335
Nº de Surco	Vilar Formoso	Medina del Campo	Madrid Abroñigal	Conexiones	Carga, Longitud y Locomotora Tipo
40206/7	02:40	06:49	11:49	Entroncamento/Lisboa	1060t 480m Loc 333
Nº de Surco	Conexiones	Madrid Abroñigal	Medina del Campo	Vilar Formoso	Carga, Longitud y Locomotora Tipo
40023/2	Entroncamento/Lisboa	16:40	22:15	01:37	1060 t 480 m Loc 333
Nº de Surco	Vilar Formoso	-	Salamanca	Conexiones	Carga, Longitud y Locomotora Tipo
40944/5	12:35	-	14:26	Entroncamento/	1060t 550m Loc 333 (DT)

Nº de Surco	Conexiones	Salamanca	-	Vilar Formoso	Carga, Longitud y Locomotora Tipo
40941/0	Entroncamento	9:25	-	11:40	1970 t 550 m Loc 333 (DT)

## CORRIDOR PATHS: BADAJOZ-MÉRIDA (ATLANTIC CORRIDOR).

Nº de Surco	Badajoz	-	Mérida	Conexiones	Carga, Longitud y Locomotora Tipo
40743/2	12:45	-	13:47	Entroncamento	1140 t 400 m Loc 335
Nº de Surco	Conexiones	Mérida	-	Badajoz	Carga, Longitud y Locomotora Tipo
40745/4	Entroncamento	17:00	-	18:00	1140 t 400 m Loc 335

## CORRIDOR PATHS: CERBERE-PORTBOU-BARCELONA-ALGECIRAS-ALMERÍA / MADRID (MEDITERRANEAN CORRIDOR).

Nº de Surco	Granollers	-	Portbou	Conexiones	Carga, Longitud y Locomotora Tipo
40105	21:40	-	23:47	Metz y Amberes	960 t 500 m Loc 253
40893	20:23	-	22:46	Lyon y Forbach	960 t 500 m Loc 253
Nº de Surco	Conexiones	Portbou	-	Granollers	Carga, Longitud y Locomotora Tipo
40890	Lyon y Forbach	03:10	-	05:39	960 t 500 m Loc 253
40112	Metz y Amberes	04:15	-	06:20	960 t 500 m Loc 253

Nº de Surco	Constantí	Gerona	Portbou	Conexiones	Carga, Longitud y Locomotora Tipo
40117/6	19:45	23:46	00:41	Lyon y Forbach	960 t 450 m Loc 253
40113/2	18:30	22:26	23:22	Metz y Amberes	960 t 450 m Loc 253
Nº de Surco	Conexiones	Portbou	Gerona	Constantí	Carga, Longitud y Locomotora Tipo
40110/1	Metz y Amberes	04:40	05:47	11:06	960 t 450 m Loc 253
40258/9	Lyon y Forbach	01:15	02:31	06:45	960 t 450 m Loc 253
Nº de Surco	Grisén	Tarragona	Cerbère	Conexiones	Carga, Longitud y Locomotora Tipo
40882/3	19:10	01:36	06:52	Lyon y Forbach	960 t 450 m Loc 253
Nº de Surco	Conexiones	Cerbère	Tarragona	Grisén	Carga, Longitud y Locomotora Tipo
40586/7	Lyon y Forbach	00:55	04:31	09:16	960 t 450 m Loc 253
Nº de Surco	Algeciras	Vicálvaro Cl.	Cerbère	Conexiones	Carga, Longitud y Locomotora Tipo
40152/3 (2)	17:04	12:30	03:56	Lyon y Modane	1060 t, 450 m, Loc 335/253 960 t 500 m Loc 253
Nº de Surco	Conexiones	Cerbère	Vicálvaro Cl.	Algeciras	Carga, Longitud y Locomotora Tipo
40512/3 (2)	Lyon y Modane	22:55	12:33	08:40	1080 t, 450 m, Loc 253 1080 t, 450 m, Loc 253/335
Nº de Surco	Almería	Vicálvaro Cl.	Cerbère	Conexiones	Carga, Longitud y Locomotora Tipo
40459 (2)	19:30	12:30	03:56	Lyon y Modane	750 t, 430 m, Loc 335 960 t, 450 m, Loc 253
Nº de Surco	Conexiones	Cerbère	Vicálvaro Cl.	Almería	Carga, Longitud y Locomotora Tipo
40546 (2)	Lyon y Modane	22:55	12:33	10:40	1080 t, 450 m, Loc 253 960 t 430 m Loc 335

(2) Shared paths with 40197 and 40194/5 in Atlantic corridor..

Nº de Surco	Murcia	Silla	Cerbère	Conexiones	Carga, Longitud y Locomotora Tipo
40492/3	06:45	14:25	00:25	Lyon, Forbach	960 t 450 m Loc 335 1000t 450 m Loc 253
40248/9	-	15:15	00:41	Lyon, Forbach	1000 t 450 m Loc 253
40246/7	-	20:23	04:32	Lyon, Forbach	1000 t 450 m Loc 253
Nº de Surco	Conexiones	Cerbère	Silla	Murcia	Carga, Longitud y Locomotora Tipo
40846/7	Lyon, Forbach	2:15	10:01	16:33	1000 t 450 m Loc 253 960 t 450 m Loc 335
40844/5	Lyon, Forbach	12:35	21:42	-	1000 t 450 m Loc 253
40276/7	Lyon, Forbach	09:15	18:13	-	000 t 450 m Loc 253

## CORRIDOR PATHS: FIGUERES V.-BARCELONA (MEDITERRANEAN CORRIDOR).

Nº de Surco	Barcelona M.	Figueras V.	Lím. Adif-LPF	Conexiones	Carga, Longitud y Locomotora Tipo
40117	3:41	6:31	6:36	Lyon, Modane, Forbach, Somain	1500 t 750 m Loc 252 (DT) Loc 256
40707	10:40	13:57	14:02	Lyon, Modane, Forbach, Somain	1500 t 750 m Loc 252 (DT) Loc 256
40735	12:58	16:30	16:35	Lyon, Modane, Forbach, Somain	1500 t 750 m Loc 252 (DT) Loc 256
Nº de Surco	Conexiones	Lím. Adif-LPF	Figueras V.	Barcelona M.	Carga, Longitud y Locomotora Tipo
40504	Lyon, Modane, Forbach, Somain	5:59	06:06	09:11	1500 t 750 m Loc 252 (DT) Loc 256
40784	Lyon, Modane, Forbach, Somain	09:05	09:12	12:12	1500 t 750 m Loc 252 (DT) Loc 256
40154	Lyon, Modane, Forbach, Somain	11:11	11:17	14:28	1500 t 750 m Loc 252 (DT) Loc 256

# Annex C

Request forms:

- \* Infrastructure Capacity
- \* Capacity at Service Facility
- \* Basic Services
- \* Ancillary Services

Available on the following link:

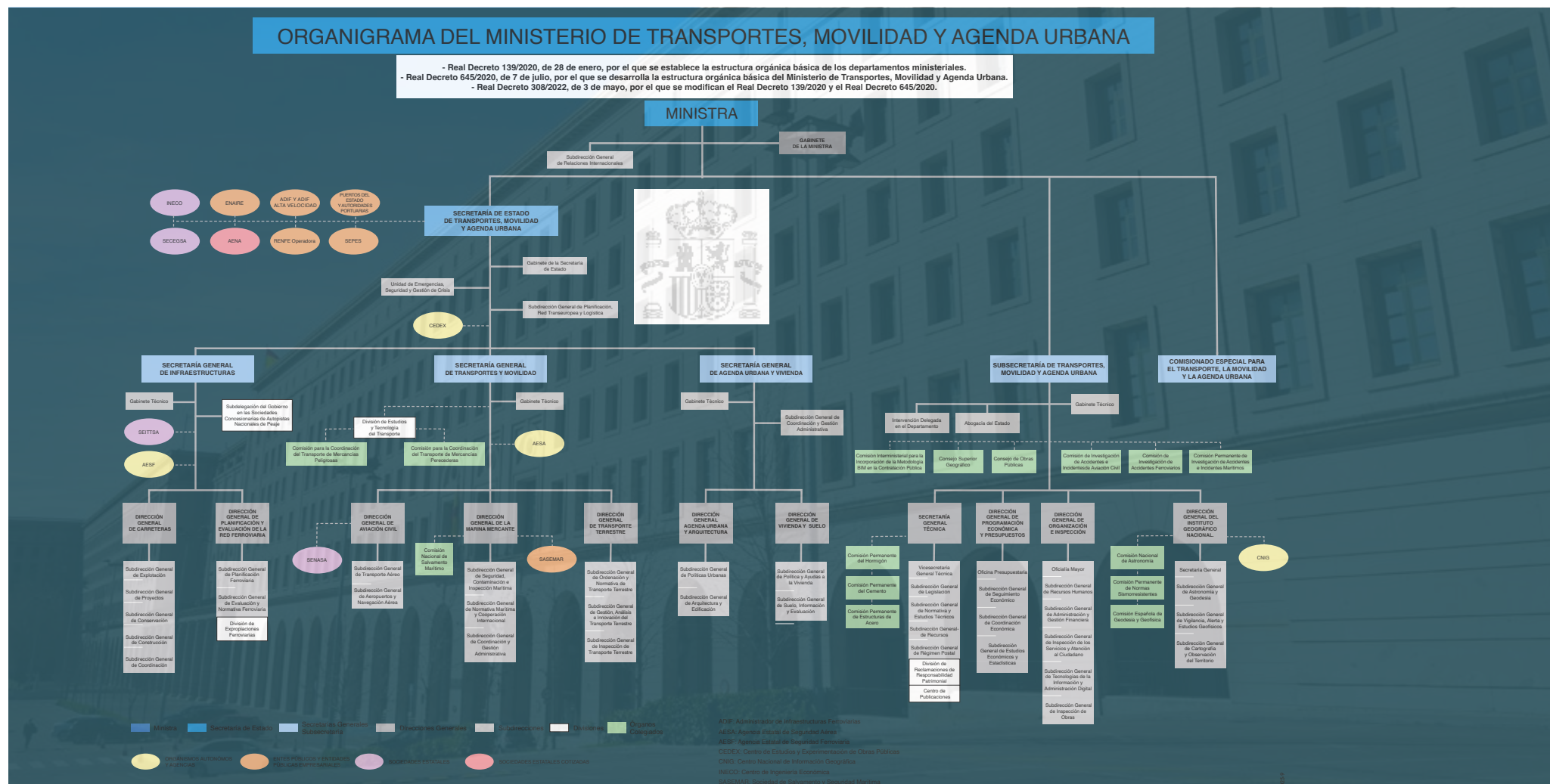
Request Forms





# Annex D

## Organization chart of the Ministry



Actualizado en: [www.mitma.gob.es](http://www.mitma.gob.es)



# Annex E

## REFERENCE DOCUMENTATION

Updated to August 31, 2022.

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Valid until 6 June 2023, the date when Regulation (EU) 2021/782 of the European Parliament and of the Council of 29 April 2021 on rights and duties of rail passengers enters into force, as published in the OFFICIAL JOURNAL OF THE EUROPEAN UNION L172/1, of 17 May 2021

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M3 2019/776 Commission Execution Regulation (EU) of 16 May 2019.

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M2 2019/776 (EU) Commission Execution Regulation of 16 May 2019.

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**Regulation (EU) No 2337/2016** of the European Parliament and of the Council, of 14 December 2016. Repealing Council Regulation (EEC) No 1192/69 on common rules for the standardization of accounts of railway undertakings.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 23 December 2016.

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**Regulation (EU) /2338/2016** of the European Parliament and the Council of 14 December 2016 amending Regulation (EC) No 1370/2007, on opening the market for national rail passenger transport services.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 354/22, of 23 December 2016.

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**Implementing Regulation (EU) 2017/6** of the Commission of 5 January 2017. On the European Deployment Plan of the European Rail Traffic Management System. OFFICIAL JOURNAL OF THE EUROPEAN UNION of 6 January 2017.

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**Implementing Regulation 2017/2177** of the Commission of 22 November 2017. On access to service facilities and related rail services.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 23 November 2017.

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**Commission Implementing Regulation (EU) 2018/545** of 4 April 2018. Laying down the practical arrangements to authorize railway vehicles and the process to authorize the type of railway vehicles in accordance with Directive (EU) 2016/797 of the European Parliament and of the Council (relevant text for the purposes of EEE.)

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 6 April 2018.

Amended by Commission Implementing Regulation (EU) 781/2020 of 12 June 2020, which modifies Commission Implementing Regulation (EU) 2018/545 on the application dates and certain transitory provisions to extend the transposition period of Directive (EU) 2016/797 of the European Parliament and of Council.

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**Regulation (EU) 2018/643** of the European Parliament and of the Council of 18 April 2018 Relative to statistics on rail transport.

Regulation (EC) 91/2003 of 16 December 2002 is repealed.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 2 May 2018.

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**Commission Delegated Regulation (EU) 2018/761** of 16 February 2018. Setting common safety methods for national safety authorities to supervise following the issuance of a single safety certificate or a safety authorization in accordance with Directive (EU) 2016/798 of the European Parliament and of the Council and repealing Regulation (EU) No 1077/2012 of the Commission

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 25 May 2018.

Amended by Commission Delegated Regulation (EU) 2020/782 of 12 June 2020 on the application dates upon extending the transposition period of Directive (EU) 2016/798 of the European Parliament and the Council

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**Commission Delegated Regulation (EU) 2018/762** of 8 March 2018,

Setting common safety methods on safety management system requirements in accordance with (EU) 2016/798 Directive of the European Parliament and of the Council, and repealing (EU) nr. 1158/2010 and (EU) 1169/2010 Commission Regulations.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 25 May 2018.

Amended by Commission Delegated Regulation (EU) 2020/782 of 12 June 2020 on the application dates after extending the transposition period of Directive (EU) 2016/798 of the European Parliament and the Council

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**Commission Implementing Regulation (EU) 2018/763** of 9 April 2018. Laying down the practical arrangements to issue single safety certificates to railway undertakings in accordance with Directive (EU) 2016/798 of the European Parliament and of the Council, and repeals Regulation (EC) No. 653/2007 of the Commission.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 25 May 2018.

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**Commission Implementing Regulation (EU) 2018/764**, of 2 May 2018. About the fees and tariffs payable to the Railway Agency of the European Union and payment terms.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 25 May 2018.

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**Commission Implementing Regulation (EU) 2018/867** of 13 June 2018. Providing for the internal regulation of the European Union Railway Agency resources Room(s).

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 14 June 2018.

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**Commission Implementing Regulation (EU) 2018/1795** of 20 November 2018, establishing the procedure and criteria to apply the economic balance test in accordance with article 11 of Directive 2012/34/ EU of the European Parliament and of the Council.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 294/5 of 21 November 2018

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**Commission Implementing Regulation (EU) 2018/1602** of 11 October 2018. Amending Annex I to Council Regulation (EEC) No 2658/87 concerning the tariff and statistical nomenclature and the Common Customs Tariff.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 31 October 2018.

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**Commission Implementing Regulation (EU) 2019/250** of 12 February 2019. Concerning the templates for statements and “EC” certificates of railway interoperability constituents and subsystems, the model statement of conformity with an authorized type of railway vehicle and “EC” verification procedures for subsystems in accordance with Directive (EU) 2016/797 of the European Parliament and of the Council, and repealing Commission Regulation (EU) No 201/2011.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 13 February 2019.

Amended by Commission Execution Regulation (EU) 2020/779 of 12 June 2020 on application dates after extending the transposition period of Directive (EU) 2016/797 of the European Parliament and the Council

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**Implementing Regulation (EU) 2019/773** of the Commission of 16 May 2019. Concerning the technical specification of interoperability corresponding to the subsystem “traffic operation and management” of the European Union railway system and repealing Decision 2012/757/EU. (New TSI - OPERATIONS).

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.

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**Commission Implementing Regulation (EU) 2019/777** of 16 May 2019. On common specifications of the railway infrastructure register and repealing Implementing Decision 2014/880/EU. (New RINF specifications).

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.

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**Commission Implementing Regulation (EU) 2019/778** of 16 May 2019. Amending Regulation (EU) No. 1305/2014 as regards change management. (Modification TSI - Telematic Applications for Freight).

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.

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**Commission Implementing Regulation (EU) 2019/779** of 16 May 2019. . Laying down detailed provisions concerning a certification system for entities in charge of vehicle maintenance in accordance with Directive (EU) 2016/798 of the European Parliament and of the Council and repealing Commission Regulation (EU) No 445/2011.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.

Modified by Commission Implementing Regulation (EU) 2020/780 of 12 June 2020, amending Regulation (EU) No. 445/2011 and Implementing Regulation (EU) 2019/779 on measures to extend the validity of certain certificates of railway entities dedicated to maintenance and certain transitory provisions due to COVID-19 pandemic.

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**Commission Recommendation (EU) 2019/780** of 16 May 2019. On practical provisions for issuing safety authorizations to infrastructure managers.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.

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**Commission Implementing Regulation (EU) 2020/424** of 19 March 2020, on presenting information to the Commission about a not application of the technical specifications for interoperability in accordance with Directive (EU) 2016/ 797.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L84/20 of 20 March 2020

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**Commission Implementing Regulation (EU) 2020/572** of 24 April 2020 on the information presentation structure to which railway accident and incident investigation reports shall comply.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L132/10 of 27 April 2020.

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**Regulation (EU) 2020/698 of the European Parliament and the Council** of 25 May 2020, setting specific and temporary measures, as a result of COVID-19 outbreak, regarding a renewal or extension of certain certificates, permits, licenses and authorizations, and postponement of certain periodic controls and continuous training in certain areas of transport legislation.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L165/10 of 27 May 2020.

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**Regulation (EU) 2021/267 of the European Parliament and the Council** of 16 February 2021, setting specific and temporary measures, as a result of the COVID-19 crisis extension, regarding the renewal or extension of certain certificates, permits, licenses and authorizations, the postponement of certain periodic controls and continuous training in certain areas of transport legislation and the extension of certain periods contemplated in Regulation (EU) 2020/698.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L60/1 of 22 February 2021.

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**Regulation (EU) 2021/782 of the European Parliament and of the Council** of 29 April 2021 on the rights and obligations of rail passengers (in force as from 6 June 2023).

OFFICIAL JOURNAL OF THE EUROPEAN UNION L172/1, 17 May 2021.

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**Regulation (EU) 2021/1153 of the European Parliament and of the Council** of 7 July 2021 setting up the Mechanism "Connecting Europe" and repealing Regulations (EU) No 1316/2013 and (EU) No 283/2014.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L249/38, of 14 July 2021



## DIRECTIVES

**Council Directive 1992/106/EEC** of 7 December 1992 on setting common standards for certain combined transport of goods between Member States.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 17 December 1992.

**Directive 2005/47/EC** of the Council, of 18 July, 2005.

Regarding the Agreement between the Community of European Railways (CER) and the European Transport Workers' Federation (ETF) on certain aspects of working conditions for mobile workers who carry out cross border interoperability services in the railway sector.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 195, of 27 July 2005.

**Directive 2007/59/EC** of the European Parliament and of the Council, of 23 October 2007. Regarding certification of train drivers operating locomotives and trains in the Community rail system. OFFICIAL JOURNAL OF THE EUROPEAN UNION L 315, of 3 December 2007.

Amended by:

M1 DIRECTIVE 2014/82/EU OF THE COMMISSION. Text with EEA relevance of 24 June 2014.

M2 DIRECTIVE 2016/82/EU OF THE COMMISSION Text with EEA relevance of 1 June 2016.

M3 2019/554 (EU) Commission Regulation of 5 April 2019, amending annex 6 to 2007/59/EC Directive of the European Parliament and the Council on the certification of locomotive and train drivers in the Community's rail system.

**Directive 2008/68/EC** of the European Parliament and of the Council, of 24 September 2008 Regarding land transport of dangerous goods.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 260, of 30 September 2008.

Amended by:

M1 COMMISSION DECISION of 4 March 2009

M2 COMMISSION DECISION of 25 March 2010.

M3 DIRECTIVE 2010/61/EU DE LA COMMISSION Applicable text for the purpose of 2 September 2010.

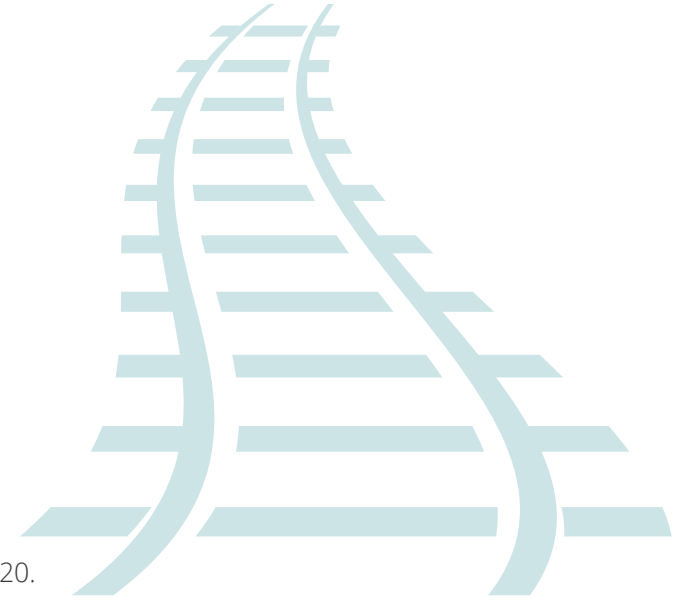
M4 COMMISSION DECISION of 14 January 2011

M5 IMPLEMENTING COMMISSION DECISION of 4 April 2012

M6 COMMISSION DIRECTIVE 2012/45/EU Applicable text for the purpose of EEE of 3 December 2012

M7 IMPLEMENTING COMMISSION DECISION of 6 May 2013.

M8 DIRECTIVE 2014/103/EU OF THE COMMISSION Text with EEA relevance of 21 November 2014.  
M9 IMPLEMENTING DECISION (EU) 2015/217 OF THE COMMISSION of 10 April 2014.  
M10 IMPLEMENTING DECISION (EU) 2015/974 OF THE COMMISSION of 17 June 2015.  
M11 IMPLEMENTING DECISION (EU) 2016/629 DECISION of 20 April 2016.  
M12 COMMISSION DIRECTIVE 2016/2309/EU of 16 December.  
M13 2017/695 (EU) Commission Execution Regulation of 7 April.  
M14 2018/217/EU COMMISSION DIRECTIVE of 31 January  
M15 2018/936 (EU) commission execution decision of 29 June.  
M16 DIRECTIVE 2018/1846 COMMISSION DIRECTIVE of 23 November 2018.  
M17 2019/1094 COMMISSION EXECUTION REGULATION of 17 June.  
M18 2019/1243 (EU) European Parliament and Council Regulation, of 20 June 2019.  
M19 COMMISSION IMPLEMENTING DECISION (EU) 2020/1241. Relevant text for EEA purposes of 28 August 2020.  
M20 DELEGATED DIRECTIVE (EU) 2020/1833, OF THE COMMISSION




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**Directive 2012/34/EU** of the European Parliament and of the Council of, de 21 de November de 2012. Establishing a single European railway area.

OFFICIAL JOURNAL OF THE EUROPEAN UNION , de 14 de December de 2012.

C1 Corrigendum, DO L 067, 12.3.2015, p. 32 (Directive 2012/34/UE).

M1 DIRECTIVE 2016/2370/EU of the European Parliament and of the Council of, de 14 de December de 2016 M2 DELEGATED DECISION (EU) 2017/2075 COMMISSION de 4 de September de 2017.

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**Directive 2014/94/EU** of the European Parliament and of the Council of 22 October 2014 on the implementation of an infrastructure for alternative fuels.

OFFICIAL JOURNAL OF THE EUROPEAN UNION, of 28 October 2014.

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**Directive 2016/797/EU** of the European Parliament and of the Council of 11 May 2016. On interoperability of the rail system within the European Union.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 138 of 26 May 2016.

Amended by Directive (EU) 2020/700, of the European Parliament and the Council, of 25 May 2020, on extending the transposition periods



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**Directive 2016/798/EU** of the European Parliament and of the Council of 11 May 2016. On railway safety.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 138 of 26 May 2016.

Amended by Regulation (EU) 2020/1530 of 21 October 2020, on applying railway safety and interoperability standards to the fixed connection across the English Channel.

Amended by Directive (EU) 2020/700 of the European Parliament and the Council, of 25 May 2020, on extending the transposition periods

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**Directive (EU) 2016/1148** of the European Parliament and of the Council of 6 July 2016 on measures to ensure a high common level of safety of networks and information systems in the Union.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 19 July 2016.

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**Directive (UE) 2020/700** of the European Parliament and of the Council of 25 May 2020, granting Member States an additional period to complete the transposition process until 31 October 2020

## EXECUTION DECISIONS

**Commission Execution Decision 2011/665/EU** of 4 October 2011 on the European Register of Authorized Types of Rail Vehicles

OFFICIAL JOURNAL OF THE EUROPEAN UNION, of 8 October 2011.

M1 Commission Execution Regulation 2019/776 of 16 May 2019.

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**Commission Delegated Decision (EU) 2017/1474** of 8 June 2017

Completing (EU) 2016/797 Directive of the European Parliament and of the Council as regards the specific purposes of draft- ing, adoption and review of interoperability technical specifications.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 15 August 2017.

M1 Commission Implementing Regulation 2019/776 of 16 May 2019.

## GOVERNMENT REGULATION

### RULES WITH LAW STATUS

**Law 15/2009**, of 11 November on contracts of land transport of freight.

Official State Gazette of 12 November 200.

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**Royal Decree-Law 22/2012**, of 20 July on measures to adopt in the field of infrastructure and rail services

Official State Gazette of 21 July 2012.

**Law 3/2013** of 4 June, to create the National Commission for Markets and Competition

Official State Gazette of 5 June 2013.

M1 Royal Decree-Law 23/2018, of 21 December on transposing directives on trademarks, rail transport and combined travel and related travel services. STATE OFFICIAL GAZETTE of 27 December 2018.

M2 Royal Decree-Law 1/2019, of 11 January on urgent measures to adapt the powers of the National Commission of the Markets and Competition to the requirements arising from Community law with regard to Directives 2009/72/EC and 2009/73/ EC of the European Parliament and of the Council of 13 July 2009 on common rules for the internal market of electricity and natural gas. STATE OFFICIAL GAZETTE of 12 January 2019.

**Royal Decree-Law 15/2013**, of 13 December on restructuring the public business entity “Administrador de infraestructuras ferroviarias” (ADIF) and other urgent measures in the economic order.

Official State Gazette of 14 December 2013.

**Royal Legislative Decree 1/2013**, of 29 November approving the Consolidated Text of the General Law on rights of people with disabilities and their social inclusion.

Official State Gazette of 31 December 2013.

**Law 38/2015**, of 29 September, of the Rail Sector. Official State Gazette of 30 September 2015.

M1 23/2018 Royal Decree-Law, of 21 December on transposition of directives on trademarks, rail transport, combined travel and related travelling services. State Official Gazette of 27 December 2018.

M2 Law 6/2018, of 3 July.

M3 Royal Decree-Law 28/2020, of 22 September.

M4 Law 10/2021, of 9 July.

M5 Law 13/2021, of 1 October.

M6 Law 4/2022, of 25 February 2022.

M7 Royal Decree-Law 14/2022, of 1 August



## RULES WITH ROYAL DECREE STATUS

**Royal Decree 387/1996**, of 1 March.

Approving the Basic Guideline of Civil Protection Planning toward a risk of accident carrying dangerous goods by road and rail.

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**Royal Decree 1566/1999** of 8 October.

On safety advisers for transport of dangerous goods by rail or inland waterways

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**Royal Decree 412/2001** of 20 April.

Regulating several aspects related to the transport of dangerous goods by rail. Official State Gazette of 8 May 2001.

AMENDED are annexes 2 and 3 and Annex 1 IS REPLACED, by Order ITC/254/2007, of 1 February.

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**Royal Decree 1256/2003** of 3 October.

Determining the competent authorities of the State General Administration on transport of dangerous goods and governing the commission to coordinate such transport

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**Royal Decree 2387/2004**, of 30 December. Approving Rail Industry Regulation.

Official State Gazette, of 31 December 2004.

Transitional Provision 1.1 is DELETED by virtue of Royal Decree 664/2015, of 17 July.

AMENDED IS 11 additional provision by Royal Decree 623/2014, of 18 July.

REPEALED are Title VI, by Royal Decree 657/2013, of 30 August.

AMENDED is art. 56, by Royal Decree 641/2011, of 9 May.

AMENDED are:

- Arts. 129 and 134, by Royal Decree 1434/2010, of 5 November.
- Arts. 54 to 56 and 78.2.f) and additional provision 10 is DELETED, by Royal Decree 100/2010, of 5 February.
- Article 134 of Royal Decree 1006/2015, of 6 November.

REPEALED are Chapters V and VI of Title III and arts 16.1, 27.2, 35.2, 63.2 and 3, 82, 88, 133, 134.2 and Annex are AMENDED by Royal Decree 810/2007 of 22 June.

REPEALED are 14 additional provision and AMENDED are certain provisions, by Royal Decree 354/2006, of 29 March.

AMENDED: arts. 45.2, 63 indicated references and ADDED a sole additional provision and DELETED transitory provision 5 of Royal Decree 2387/2004, of 30 December by Royal Decree 271/2018, of 11 May (Ref. STATE OFFICIAL GAZETTE-A-2018 -6372).

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**Royal Decree 2395/2004**, of 30 December.

Approving the Statute of state-owned Administrador de Infraestructuras Ferroviarias.

Official State Gazette, of 31 December 2004.

AMENDED are arts. 1, 3, 4, 6, 9, 11, 13, 16, 17, 23, 27, 30, 31, 33, 34 and 40, by Royal Decree 1044/2013, of 27 December.

AMENDED ARE: Art. 15.1, by Royal Decree 104/2011, of 28 January.

Arts. 3.1 and 16.1.p), by Royal Decree 458/2010, of 16 April. CORRECTION of errors in Official State Gazette num. 23 of 27 January 2005.

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**Royal Decree 1544/2007**, of 23 November.

Which governs access basic conditions and non-discrimination to access and use transport modes for people with disabilities.

Official State Gazette, of 4 December 2007.

AMENDED ARE Annexes I and IX, by Royal Decree 1276/2011, of 16 September. CORRIGENDUM of errors in Official State Gazette Nr. 55, of 4 March 2008.

Annexes I and IX ARE AMENDED by Royal Decree 1276/2011, of 16 September.

Amended by Royal Decree 537/2019, of 20 September, which modifies Royal Decree 1544/2007, of 23 November, governing the basic conditions of accessibility and non-discrimination to access and use of transport means for people with disabilities.

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**Royal Decree 1579/2008**, of 26 September.

Amending Royal Decree 1561/1995, of 21 September, regarding special working days and regulating certain aspects of working conditions for mobile workers who carry out cross border interoperability services in the rail transport industry.

Official State Gazette, of 4 October 2008.

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**Royal Decree 626/2013** of 2 August.

Setting up six certificates of professionalism of the professional family Transport and maintenance of vehicles included in the National Repertoire of certificates of professional competence and updating certificates of professional competence set out as Annex V to Royal Decree 723/2011 of 20 May and annex V to Royal Decree 1539/2011, of 31 October.

Official State Gazette of 18 September 2013.

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**Royal Decree 657/2013** of 30 August. Approving the Organic Statute of the National Commission on Markets and Competition

Official State Gazette of 31 August 2013.

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**Royal Decree 1044/2013** of 27 December. Approving the Statutes of state-owned ADIF-Alta Velocidad

Official State Gazette of 28 December 2013.

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**Royal Decree 623/2014** of 18 July. Governing railway accidents and incidents investigation and the Commission of Investigation of Railway Accidents.  
Official State Gazette of 19 July 2014.

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**Royal Decree 627/2014**, of 18 July. On assistance to victims of railway accidents and their families.  
Official State Gazette of 19 July 2014.

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**Royal Decree 1072/2014**, of 19 December. Whereby the Rail Safety Government Body is created and their Statutes approved.  
Official State Gazette of 23 December 2014.

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**Royal Decree 664/2015** of 17 July. Approving Railway Traffic Regulation.  
Official State Gazette of 18 July 2015.

Amended by Royal Decree 292/2016 of 15 July, which amends the single transitory provision of Royal Decree 664/2015 of 17 July, approving Rail Traffic Regulations.

Amended by Royal Decree 1011/2017, of 1 December, amending Royal Decree 664/2015, of 17 July approving Rail Traffic Regulation.

Amended by Royal Decree 695/2018, of 29 June, which amends Royal Decree 664/2015, of 17 July, and Royal Decree 1011/2017, of 1 December.

Amended by Royal Decree 1513/2018, of 28 December, which modifies sole transitory provision of Royal Decree 664/2015, of 17 July approving Rail Traffic Regulation.

Amended by Royal Decree 469/2021, of 29 June, which modifies Royal Decree 664/2015, of 17 July 17, approving Railway Traffic Regulation.

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**Royal Decree 1434/2018**, of 7 December, to transfer to the Autonomous Community of the Basque Country, the functions and services of State Administration regarding railways and rail transport linked to Basurto Hospital-Ariz and Irauregi-Lutxana-Barakaldo railway lines.  
Official State Gazette of 14 December 2018.

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**Royal Decree 645/2020**, of 7 July, develops the basic organizational structure of the Ministry of Transport, Mobility and Urban Agenda.

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**Royal Decree 929/2020**, of 27 October, on rail operational safety and interoperability.  
Official State Gazette of 29 October 2020.

## MINISTERIAL ORDERS

**Order FOM/605/2004** of 27 February. On vocational training of safety advisers for the transport of dangerous goods by road, rail or inland waterways.

**Order INT/3716/2004** of 28 October. To publish intervention files for the performance of operational services in emergency accidents in the transport of dangerous goods by road and rail.

Official State Gazette of 16 November 2004.

**Order FOM/32/2005** of 17 January. Creating the Coordination Committee of Railway Activities. Official State Gazette of 21 January 2005.

**Order FOM/897/2005** of 7 April. Regarding the Network Statement and the procedure to Allocate Rail Infrastructure Capacity.

Official State Gazette of 9 April 2005.

AMENDED BY:

- Certain precepts, and art. 5 bis per Order FOM/642/2018, of 13 June.
- Art. 10, by Order FOM/1977/2015, of 29 September.
- Art. 11.b), by Order FOM/420/2014, of 7 March. Additional single provision ADDED by Order FOM/189/2015.

**Order FOM/898/2005** of 8 April. Setting the prices of rail tariffs established in articles 74 and 75 under Law 39/2003, of 17 November, of the Rail Industry.

Official State Gazette of 9 April 2005.

AMENDED ARE:

- Art. 1 and annexes I, II and III, by Law 1/2014, of 28 February
- Arts. 1 and 2, by Law 22/2013, of 23 December.
- Art. 1.1.a) and d) and Annexes I to III, by Royal Decree-Law 11/2013, of 2 August.
- Arts. 1 and 2 and Annexes I, II, IV and V, by Order FOM / 2336/2012, of 31 October. Order FOM/2336/2010, of 13 December, Official State Gazette 15 December 2010.
- Annexes II and V, by Order FOM/3417/2011, of 1 December.
- Annexes II and V, by Order FOM/3852/2007, of 20 December.





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**Order FOM/1269/2006**, of 17 April. Approving Chapters 6 ballast and 7 Subballast, of the general technical specifications of railway stock.  
Official State Gazette 1 May 2006.

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**Order FOM/2909/2006** of 19 September. Determining the assets, obligations and rights of RENFE Operadora.  
Official State Gazette, of 22 September, 2006.

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**Order FOM/2924/2006**, of 19 September. Governing the minimum content of the annual report for the transport of dangerous goods by road, rail or inland waterways.

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**Order FOM / 3671/2007**, of 24 September. Approving the Instruction on actions to be considered in the Project of railway bridges (IAPF-07).  
Official State Gazette of 17 December 2007  
Corrigendum Official State Gazette 1 November 2008.

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**Order FOM/2257/2010**, of 2 August. Setting the date when the Railway Infrastructure General Department will assume responsibility for safety certificates under Regulation on Traffic Safety in General Interest Rail Network.  
Official State Gazette, of 23 August 2010.

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**Order FOM/2872/2010**, of 5 November.

Establishing the conditions to obtain approval certificates that allow staff to perform functions related to rail traffic safety, as well as of the regime of approved training centers and of staff medical examinations.  
Official State Gazette, of 9 November, 2010.  
Corrigendum Official State Gazette of 11 February 2011.  
Amended by Order FOM/679/2015 of 9 April, Official State Gazette of 20 April 2015. Amended by Order FOM/1613/2016, of 4 October, State Official Gazette of 8 October 2016.

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**Order FOM/3317/2010**, of 17 December. Approving the Instruction on specific measures to improve efficiency carrying out public works of railway infrastructure, roads and airports of the Ministry of Public Works.  
Official State Gazette of 23 December 2010.

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**Order FOM/2818/2012** of 28 December. Setting the criteria to segregate assets and liabilities of state-owned company Ferrocarriles Españoles de Vía Estrecha (FEVE) between the Rail Infrastructure Manager (Adif) and RENFE-Operadora.  
Official State Gazette of 31 December 2012.

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**Order ECD/101/2013** of 23 January. That sets the curriculum of intermediate level education corresponding to the Engineering Degree in Maintenance of Rolling Stock. Official State Gazette of 1 February 2013.

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**Order PRE/2443/2013** of 27 December. On definition of assets and liabilities of state-owned company Administrador de Infraestructuras Ferroviarias that pass to the ownership of state-owned company ADIF-Alta Velocidad. Official State Gazette of 28 December 2013.

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**Order FOM/189/2015**, of 11 February. Developing basic principles to apply incentives in the system of tariffs for the use of railway infrastructure, set out in Art.73 of Law 39/2003 of 17 November, of the Railway Sector. Official State Gazette of 12 February 2015.

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**Order FOM/710/2015**, of 30 January. Approving the Catalogue of Lines and Sections of the General Interest Rail Network. Spanish Official Gazette of 23 April 2015.

M1 Order FOM/925/2018, of 10 September (Ref. State Official Gazette-A-2018-12397)

M2 Order TMA/1240/2020, of 8 December (Ref. State Official Gazette-A-2020-16830)

M3 Order TMA/488/2021, of 19 May (Ref. State Official Gazette-A-2021-8513)

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**Order FOM/1630/2015** of 14 July. Approving the "Rail Gauge Instruction". Official State Gazette of 4 August 2015.

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**Order FOM/1631/2015** of 14 July. Approving the Instruction for the design and construction of railway projects IF-3. Ballasted track. Calculation of coating thicknesses on the cross section. Official State Gazette of 4 August 2015.

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**Order FOM/1613/2016**, of 4 October. Amending Order FOM/2872/2010 Order of 5 November, which sets the conditions to obtain the certifications that allow for exercising the functions of railway staff related to traffic safety are determined, as well as the regime of approved training centers and medical examination of such staff. State Official Gazette of 8 October 2016.

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**Order FOM/2015/2016**, of 30 December.

Approving the Official Catalogue of Rail Traffic Signals in the General Interest Railway Network. State Official Gazette of 19 January 2017.

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**Order TMA/576/2020**, of 22 June approving "Railway Instruction: Technical specifications of railway rolling stock to commission self-propelled units, locomotives and coaches (IF MR ALC-20)".

State Official Gazette, of 26 June 2020.

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**Order TMA/404/2022**, of 25 April governing aspects of the certification regime of companies dedicated to maintaining railway vehicles, amending data registerable in the Special Railway Registry of the Railway Sector Regulation, approved by Royal Decree 2387/2004, of 30 December and setting a transitory regime to approve maintenance centers of rolling stock different to freight wagons, provided for in Order FOM/233/2006, of 31 January.

State Official Gazette of 7 May 2022.

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**Order TMA/1338/2022, of 23 December**, approving the "indicative strategy to develop, maintain and renewal of rail infrastructure" for 2021-2026.

State Official Gazette, 30 December 2022.

**Orden TMA/135/2023, de 15 de February**, approving the railway instruction with the project and construction of the infrastructure subsystem (IFI) and the railway instruction for the project and construction of the energy subsystem (IFE). It also amends Order FOM/1630/2015 of 14 December July, approving the railway Gauge Instruction and Order FOM/2015/2016, of 30 December, approving the Official Catalogue of Railway Traffic Signals in the General Interest Railway Network.

State Official Gazette, of 18 February 2023.

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**Order TMA/147/2023, of 7 February**, changing the name of several railway stations in Barcelona commuter hub.

State Official Gazette, of 22 February 2023.

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**Order TMA/261/2023, of 14 March**, amending the name of Fanjul railway station.

State Official Gazette, of 17 March 2023.

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## RESOLUTIONS OF MINISTRY

**Resolution of 10 July 2009**, of the General Department of Rail Infrastructure. Approving the "Technical Specification to approve Railway Rolling Stock: Wagons". Official State Gazette, of 14 August, 2009.

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**Resolution of 10 July, 2009**, of the General Department of Rail Infrastructure. Approving the "Technical Specification to approve Railway Rolling Stock: Ancillary Rolling Stock". Official State Gazette, of 19 August 2009. Correction of Errors in Official State Gazette, of 4 December, 2009.

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**Resolution of 22 March 2010**, of the General Department of Land Transport. Publishing the Agreement by the Council of Ministers of 5 March, 2010, to adapt to the current situation of rail transport the Regulation (EC) No. 1371/2007, of the European Parliament and the Council, of 23 October 2007, on the rights and obligations of rail passengers.

Official State Gazette, of 1 May, 2010.

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**Resolution of 29 June 2011**, of the Sub-Secretariat of Public Works

Establishing the procedure to present reverse charge and payment conditions via telematics of different fees corresponding to the Ministry of Public Works

Official State Gazette of 16 July 2011.

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**Resolution of 28 January 2014**, of the State Secretariat for Infrastructure, Transport and Housing,

That publishes the Agreement of the Board of Directors of Adif-Alta Velocidad that orders the execution of certain tasks to the state-owned company Administrador de Infraestructuras Ferroviarias (Adif)

Official State Official Gazette of 11 February 2014.

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**Resolution of 3 April 2014**, of the State Secretariat for Infrastructure, Transport and Housing, That publishes the Publishing the Agreement of the Board of Directors of ADIF-Alta Velocidad, by which the performance of certain tasks is ordered to the state-owned company Administrador de Infraestructuras Ferroviarias.

Official State Gazette of 26 April 2014.

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**Resolution of 27 June 2014**, of the State Secretariat for Infrastructure, Transport and Housing, Publishing the Agreement of the Council of Ministers of 13 June 2014, determining the number and period of authorization certificates laying down the number and validity of the approval certificates for the provision of rail passenger transport services based on competition on certain lines and sections of the Railway Network of General Interest.

Official State Gazette of 4 July 2014.

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**Resolution of 5 November 2015**, of the State Railway Safety Agency. Publishing the Technical Specification for rolling stock with metric gauge and the Basic Standard for Stock Safety.

Official State Gazette of 26 November 2015.

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**Resolution of 23 December 2015**, of the State Railway Safety Agency. On basic training routes and minimum training programs to obtain certifications for railway staff, taught at approved training centers for railway staff.

Official State Gazette of 27 January 2016.

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**Resolution of 10 December 2018**, of the General Secretariat for Infrastructure. To publish the Agreement of the Council of Ministers of 7 December 2018, by which Basurto Hospital-Ariz and Irauregi- Lutzana-Barakaldo railway lines are transferred to the Autonomous Community of the Basque Country.

Official State Gazette of 14 December 2018.

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**Resolution of 7 September 2021** of the Secretariat of State for Transport, Mobility and Urban Agenda, publishing the Agreement of the Governing Body of the state-owned Company Administrador de Infraestructuras Ferroviarias, on power delegation.

State Official Gazette of 1 October 2021.

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**Resolution of 7 September 2021** of the Secretariat of State for Transport, Mobility and Urban Agenda, publishing the Agreement of the Governing Body of the state-owned Entity Administrador de Infraestructuras Ferroviarias, on competence delegation, and approving the President Resolution of the state-owned Company Administrador de Infraestructuras Ferroviarias (ADIF), of 29 June 2021, delegating certain powers to internal bodies of the entity.

State Official Gazette of 1 October 2021.

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**Resolution of 7 September 2021**, of the Secretary of State for Transport, Mobility and Urban Agenda, publishing the Agreement of the Board of Directors of the state-owned Company ADIF-Alta Velocidad, on competence delegation.

State Official Gazette of 1 October 2021.

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**Resolution of 7 September 2021**, of the Secretary of State for Transport, Mobility and Urban Agenda, publishing the Agreement of the Board of Directors of the state-owned Company ADIF-Alta Velocidad, on competence delegation, approving the Resolution of the President of the state-owned Company ADIF-Alta Velocidad, of 29 June 2021, delegating certain powers to the Company's internal bodies

State Official Gazette of 1 October 2021.

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**Resolution of 29 November 2021**, of the state-owned company Administrador de Infraestructuras Ferroviarias, setting up the Electronic Headquarters and determining the availability of notifications at said headquarters.

State Official Gazette of 17 December 2021

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## RESOLUTIONS OF THE RAILWAY INFRASTRUCTURE MANAGER

**Resolution of 9 July 2019** of Administrador de Infraestructuras Ferroviarias State Owned Company. To publish Adif-Alta Velocidad state-owned company Management Entrustment Agreement to execute material or technical activities.  
Official State Gazette of 8 August 2019.



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**Resolution of 10 January 2020, by the Chair of the state-owned company Adif-Alta Velocidad,** to publish the Agreement on Management Entrustment upon the state-owned company Adif, to perform the activities of a material or technical nature.

State Official Gazette of 10 February 2020

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**Resolution of 15 April 2020,** of the state-owned Company ADIF-Alta Velocidad, publishing the Addendum to the Agreement to manage the state-owned Company Administrador de Infraestructuras Ferroviarias, to perform activities of a material or technical nature.

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**Resolution of 29 November 2021,** of the State-owned company Administrador de Infraestructuras Ferroviarias, publishing the Agreement with SNCF Réseau, for a cross-border coordination.

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**Resolution of 29 November 2021,** of the State-owned company Adif-Alta Velocidad, on creating the Electronic Office and availability of notifications at said headquarters.

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**Resolution of 29 November 2021,** of the state-owned Company Adif-Alta Velocidad, creating the Electronic Registry

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**The national and European regulations governing railway safety and interoperability should be consulted on the official website of the State Railway Safety Agency (AESF):**

- \* National regulations: <https://www.seguridadferroviaria.es/normativa/normativa-nacional/normativa-general-ferroviaria>.
- \* European Standard: <https://www.seguridadferroviaria.es/normativa/normativa-europea/normativa-en-materia-de-seguridad>.



# Annex F

## Glossary, Acronyms and Definitions

ACRONYMS	
<b>AESF</b>	State Agency for Rail Safety
<b>ASFA</b>	Automatic Brake and Signal Warning
<b>ATP</b>	Automatic Train Protection
<b>BA</b>	Automatic Block System
<b>BAB</b>	Two Way Automatic Block System
<b>BAD</b>	Double Track Automatic Block System
<b>BAU</b>	Single track Automatic Block System
<b>BCA</b>	Automatic Control Block System
<b>BLA</b>	Automatic Release Block System
<b>BSL</b>	Side Signal Block System
<b>BT</b>	Telephone Block System
<b>CE</b>	European Commission
<b>CIAF</b>	Commission of Rail Accident Investigation
<b>CNMC</b>	National Commission on Markets and Competition
<b>CTC</b>	Centralized Traffic Control
<b>DGTT</b>	General Department for Land Transport. Ministry of Transportes, Movilidad y Agenda Urbana

ACRONYMS	
<b>DR</b>	Network Statement
<b>RU/RUs</b>	Rail Undertaking / Rail Undertakings
<b>EMS</b>	Energy Measurement System
<b>ETH-TSA</b>	Technical Specifications for Approval
<b>ETI-TSI</b>	Technical Specification for Interoperability
<b>ERTMS</b>	European Rail Traffic Management System
<b>ETCS</b>	European Train Control System
<b>GC</b>	Capacity Manager
<b>GSM-R</b>	Global System for Mobile Communications – Railways
<b>H24</b>	H24 Network Management Centre
<b>LSF</b>	Rail Sector Act
<b>LZB</b>	Linien Zug Beeinflussung
<b>OSS</b>	One Stop Shop
<b>PAT</b>	Alternative Transport Plan
<b>PM</b>	Control Centre
<b>PT</b>	Transport Plan
<b>RCF</b>	Reglamento de Circulación Ferroviaria
<b>REF</b>	Special Railway Register
<b>RFIG</b>	General Interest Rail Network
<b>REM</b>	Responsible for Embarked Measurement
<b>RNE</b>	Rail Net Europe

## ACRONYMS

RSF	Rail Sector Regulation
SIGES	Special Train Management System
SIPSOR	Computer System for Request of Occasional and Regular Train paths
SYACIS	Capacity Request and Allocation at Service Facilities
TEN-T/RTE-T	Trans European Network-Transport
TERFN	Trans European Rail Freight Network
TEU	Twenty-foot Equivalent Unit (Container)
EU	European Union
UIC	Unión Internacional de Chemins de Fer (International Union of Railways)
UTI	Intermodal Transport Unit



## DEFINITIONS

**Agreed Service Adjustment:** Service adjustment where general changes to the Transport Plan are introduced.

**Allocation:** the rail infrastructure manager grants the right to serve railway infrastructure.

**Allocation Factor (Fi):** Percentage of responsibility for the unpunctuality assigned to every management area.

**Alternative Transport Plan (TAP):** Temporal variation of the base or master planning to an Applicant by railway infrastructure manager on a particular line due to traffic incidents or significant variations in track capacity, even on a schedule (works, for example).

**Alternative Route:** Route between the same origin and same destination, provided that both routes may be substituted for the railway undertaking to operate these for passenger or freight transport service concerned.

**Ancillary Rolling Stock:** Ancillary rolling stock are rail vehicles specifically equipped for supervisory, examination and maintenance duties of tracks and its permanent facilities, including, among others, track machinery, and rail-road vehicles (bimodal), as well as those for workshop trains, and aid.

**Application for Capacity Request and Allocation at Service Facilities (SYACIS):** It is the computer application that railway infrastructure manager makes available to RUs and other Applicants (owners of rolling stock, transport actors, shippers, and transport operators) in the process of capacity allocation at service facilities

**Applicant:** Railway Undertakings and international business groups setting up such undertakings. Also, public administrations with transport service powers to provide rail transport services that have a public interest in capacity allocation or consignees, loaders and transport companies and operators, which are not considered as railway undertakings but are interested in capacity allocation.

**Approval:** Document entitling the holder to perform some functions based on his/her capacity as accredited after completing formal training, according to RD 664/2015 RCF.

**Authorization for Exceptional Transport:** It is a document established by CPCTE, chaired by Traffic Safety Department, which, arising from a Viability Study, establishes the conditions of transport and traffic requirements to be fulfilled for said transport. If necessary, we can determine, among other requirements, the need for staff to accompany track, electrification and others.

**Authorization to run train vehicles:** Conducting testing, or transfers on the Railway Network of General Interest require that the rail vehicle performing these has a provisional authorization to run granted by the rail infrastructure manager. The applicant must inform the head of the railway safety authority about traffic appropriate temporary authorizations.

**Block Systems:** System or process aimed at ensuring that the trains running on the same route and in the same direction, do it separately at a distance that prevents these from reaching, and that when a train runs on a track, does not run another in the opposite direction on the same tracks.

**Capacity Increase Plan:** The measure or set of measures, accompanied by an application calendar, are proposed to mitigate capacity limitations that have motivated qualifying a section as congested infrastructure.

**Capacity Manager:** Department of railway infrastructure manager that has the duty to receive infrastructure capacity requests from Applicants and to plan and allocate the capacity in the Rail Network of General Interest managed by Adif and ADIF Alta Velocidad. In Adif it is part of the Department Office for Capacity Planning and Management reporting to the Department of Network Management and Innovation.

**Capacity Manual:** Document supplementing NS that gives details on specific Capacity Allocation rules applying to every network line.

**Capacity Reserve:** if the rail infrastructure manager after assessing does not make it available to authorized applicants in the allocation process prior to texting the final service schedule, it is in order to respond quickly to requests for specific capacity. This shall also apply to cases of congested infrastructure.

**Certification Bodies:** Bodies accredited by the National Accreditation Organization (ENAC), according to harmonized standards in UNE 66500 series (EN 45000), responsible for validating compliance with TSA by rolling stock.

**CIS (Charging Information System):** Charging information system for Rail Net Europe.

**Commissioning Authorization:** All railway vehicles that are going to run on RFIG shall have this authorization (first or second level), granted by the DGF.

**Computable Delay (Rc):** For every train, delay time measured in minutes exceeding the punctuality threshold established for it in the performance scheme.

**Computing System for Occasional and Regular Path Requests (SIPSOR):** A computing system that railway infrastructure manager makes available to RUs and other Authorized Applicants in Capacity Allocation process to request regular paths (SERVITREN) and occasional paths (TRENDIA).

**Congested Infrastructure:** Element of infrastructure for which the demand for capacity cannot be fully satisfied during certain periods, even after coordination of all the requests for capacity.

**Contingency Plan:** A document issued by the rail infrastructure manager that contains, a list of Administrations, bodies and public bodies that must be informed in the event of a major incident or serious disturbance to rail traffic. It must conform to the provisions of state law on civil protection, and take account of regional powers in this area.

**Control Centre (CC):** Railway infrastructure manager Specific department that manages and governs real time traffic.

**Coordination Process:** The process by which Capacity Manager and Applicants try to solve disputes over train path requests.

**Dangerous Goods:** Stock and objects which transport is forbidden by RID (international regulation on the transport of dangerous goods by rail) or authorized only under certain conditions, since these are substances/items with hazardous properties that may cause injury to persons, and damage to the environment, property and other assets, unless properly handled during transport - including movement, loading, unloading, storage and other handling. For example, explosive substances, gases, flammable liquids, toxic substances, radioactive materials.

**Delay on Arrival (RLL):** Elapsed time, measured in minutes, between the actual time of arrival at destination and the scheduled time.

**Development of railway infrastructure:** network planning, financial and investment planning and infrastructure construction and improvement

**Entity in charge of maintenance:** Entity responsible for maintenance of rail vehicles, registered as such in the Special Railway Registry that is responsible for the following maintenance functions: management, development of maintenance, maintenance management of the fleet, and performing maintenance.

**European Railway Agency (ERA):** Agency created by EU in order to progressively unite national safety and technical standards in Member States and to set common safety goals for all European railways.

**Feasible alternative:** access to another service facility, acceptable from an economic point of view for the railway undertaking, which allows to operate the concerned passenger and freight transport services.

**Framework Agreement:** Agreement signed between the rail infrastructure manager and an Applicant for a longer period than the Service Timetable and which sets out the characteristics of the infrastructure capacity requested and offered to the Applicant, the procedure to satisfy their legitimate needs without reducing the rights of other Applicants and which may set out collaboration guidelines to improve the quality of the services offered.

**General Interest Railway Network (RFIG):** General Interest Rail Network is made up of rail infrastructures that are essential to ensure a common rail transport throughout country territory, or if their joint management is necessary for a proper operation of such a common transport system, i.e if linked to international traffic routes, if joining different autonomous regions and their connections and accesses to major population and transport centers or to essential facilities for national defense or economy, according to Art. 4 in Rail Sector Act. Annex I to this NS includes a Catalogue of Lines and Sections that are part of the General Interest Rail Network, according to article 38 in Law 11/2013 of 26 July.

**GTRENES:** Railway infrastructure manager application, designed for train management regarding train sets and characteristics, as well as any alteration they may suffer in their routes according to the transport plans in periods of less than a day. It is available for all RUs, by telematics and using safe connection protocols.

**H24 Network Management Center:** Adif division with the main duty of coordinating rail traffic management with various Traffic Offices and High Speed Network Regulation and Control Centers, as well as providing RUs with alternative solutions to traffic scheduling changes, and any other solutions that help to maintain traffic regularity and normality. If required by operating conditions, it will also establish alternative transport plans for the various contingencies and incidents that may occur in the Network.

**Halt:** Rail infrastructure where passengers can get on and off the train.

**Infrastructure Capacity:** Capacity to program rail paths requested for an infrastructure segment for a given period..

**Infrastructure Capacity Allocation:** Assignment by railway infrastructure manager of time periods to the corresponding Applicants in order for a train to be able to run between two points for a certain period.

**Infrastructure Capacity Allocation Schedule:** Schedule that a RU or Entitled Applicant shall follow to request infrastructure Capacity Allocation.

**Infrastructure Manager:** any body or company responsible for the operation, maintenance and renewal of railway infrastructure in a network, and equally responsible for participating in its development in accordance with the standards set by the Member State within the framework of its general policy on infrastructure development and financing. (Directive (EU) 2016/2370 of the European Parliament and of the Council).

**International Business Association:** Any association of at least two railway undertakings established in different Member States of the European Union, with the purpose of providing international transport services between Member States.

**International Freight Transport Service:** Any transport service with the train crossing at least one Spanish border. The train can be set or divided, or both, and different sections may have different origins and destinations, as long as all cars cross at least one border.

**International Passenger Transport Service:** Any transport service with the train crossing at least one Spanish border and if the main purpose is to transport passengers between stations located in different States. The train can be set or divided, or both, and the different parts can have different origins and destinations, as long as all the cars cross at least one border.

**Line:** Part of the rail infrastructure that links two particular points and which is made up of the following parts: track platforms, track superstructures, including ballast and track material such as sleepers, fastening equipment, tracks, deviations and switch gears) civil engineering such as bridges, crossovers and tunnels, all electrification facilities (including posts, contact overhead-lines, electric transformer stations and electric stations) and safety, signaling, and track telecommunications facilities, and items that allow lighting. Passenger transport stations and freight transport terminals or other buildings or facilities for Passenger Services are not included in this concept.

**Maintenance Band:** Track capacity reserve necessary for ordinary maintenance of the infrastructure.

**Maintenance Center Approval:** Authorization granted by the State Agency for Rail Safety to a maintenance center of rolling stock, which shows that it meets regulatory, technical and operating conditions required to perform their activity.

**Maintenance Center Certification:** Authorization granted by the railway infrastructure manager empowering a maintenance center of rolling stock holder thereof, to perform any maintenance work or set of maintenance operations on a particular type or class of railway vehicle.

**Mallas-Mesh:** Railway infrastructure manager computer system for programming capacities.

**Monthly Service Adjustment:** Limited service adjustment of the Operator Transport Plan. It usually takes place once a month. It has more restrictive conditions on changes and train path creation.



**Network Statement (NS):** Document outlining the features of the infrastructure made available to RUs and access conditions to it. It outlines the general rules, periods, procedures and criteria relating to tariffs and capacity allocation Systems. It also contains further information necessary to request a train path or Service Facilities.

**Notified Bodies:** Bodies responsible for assessing conformity or suitability for use of interoperability components or performing “EC” subsystem verification processes.

**One Stop Shop (OSS):** National point of contact that infrastructure managers provide to Applicants for requesting access information and capacity to infrastructures in all integrated networks.

**Operation of the railway infrastructure:** allocation of railway tracks, traffic management and setting tariffs to use the infrastructure.

**Operator of the service facility:** The private or public entity responsible for managing one or more service facilities specified in article 42, Rail Sector Act, or for providing to railway undertakings one or more services at said facilities, and supplementary and ancillary services as defined in Rail Sector Act.

**Path:** Infrastructure capacity needed to run a train between two places over a given time-period.

**PCS (Path Coordination System):** Web application made available by RNE for Infrastructure Managers, Capacity Allocation Bodies and Applicants to manage and coordinate processes of Capacity Allocation.

**Provisional Operating Permission:** To carry out trials, tests or transfers, a rail vehicle shall have previously obtained Provisional Operating Permission granted by railway infrastructure manager.

**Punctuality threshold (Up):** For the incentive system, margin of time, measured in minutes, to consider a delayed train arrival at destination as non-punctual.

**Rail Net Europe (RNE):** European organization with the purpose of quickly and efficiently allocating capacity for all types of international rail traffic, in accordance with national laws and regulations, and of the European Union.

**Railway Traffic Regulations (RCF):** Document setting traffic rules on the General Interest Rail Network and the conditions necessary for train traffic, incorporating the principles governing the organization of traffic, the basic technical vocabulary, mandatory documents, the meaning of signals, standards to be met for trains to run in the General Interest Rail Network, their entry, departure and running through stations, types of blocking and interlocking, rules for train composition and braking, shunting ways, etc.

**Railway Undertaking (RU):** Railway undertakings are entities, licensees of railway undertakings, which main business is to provide services for passengers or freight by rail, in the terms established in this law. Railway undertakings shall, in any case, provide traction. Also those providing traction only, shall be considered to be considered railway undertakings.

**Rail Undertaking License:** Authorization granted by a State to an undertaking, by which its capacity as a Railway Undertaking is recognized and which may be limited to supplying certain types of transport services.

**Railway Vehicle Maintenance Plan:** A document that outlines a set of maintenance operations established for each maintenance intervention that shall be performed on a railway vehicle and their frequency during its useful life in order to keep it in the condition required during its validation, required technical characteristics in terms of safety, reliability, technical compatibility, healthiness, environmental protection and, where appropriate, interoperability, in accordance with TSA .

**Reasonable Profit:** A rate of remuneration of own capital that takes into account the risk, including the risk that affects revenue, or the absence of risk, of the service facility operator and in line with the registered average rate in the Sector in recent years.



**Related railway service:** Basic, supplementary or ancillary service included in points 2, 3 and 4 of Annex II to Directive 2012/34/EU.

**Regulation on Traffic Safety in the Network Managed by Adif:** It is developed in Royal Decree 810/2007, of 22 June published in State Official Gazette of 7 July 2007. Updated in Annex 1, Common Safety Indicators through Royal Decree 918/2010, of 16 July as published in State Official Gazette of 5 August 2010. Amended the section of entity responsible for maintenance by Royal Decree 641/2011 of 9 May.

**Rolling Stock Maintenance Center:** Organization designed to carry out maintenance interventions and their operations, outlined in the maintenance plan of every rail vehicle, in accordance with that set forth in Order FOM 233/2006 of 31 January. In order to carry out these functions, all maintenance centers shall be approved by the DGF and hold a specific authorization for each type of maintenance intervention be carried out and in accordance with the characteristics of the rail vehicle subject to maintenance, granted by railway infrastructure manager.

**Rolling Stock Validation:** Process for approving rolling stock referred to in article 58 under Rail Sector Act, which ensures that rolling stock complies with applicable TSA.

**Route:** A line of railroad track to be taken from a starting point to a point of destination.

**Safety Certificate:** The safety certificate proves that the railway undertaking has established its own safety management system and is able to meet the requirements regarding control, traffic and safety systems, knowledge and staff requirements related to rail traffic safety and technical characteristics of rolling stock that will be used and maintenance conditions, in order to control risks and operate on the network in a safe way.

**Safety Responsible Authority:** It is the national agency responsible for functions relating to safety in rail traffic or any binational body to whom Member States have entrusted these functions to ensure a unified safety regime in relation to specialized cross-border infrastructure.

**Section:** A block section is the track part or a part of each track on which under normal traffic conditions there may be only one train at a time. Depending on the block system, it can be between two collateral stations or two block warning signs.

**Service Adjustment:** Date set by the rail infrastructure manager to adjust the transport plan (TP).

**Service Facility Capacity:** Service facility use and potential service provision over a given period, taking into account the time necessary to access the service facility or to leave it.

**Service Timetable:** Document that includes all details determining planned movements of trains and rolling stock that will take place on a particular infrastructure in the period of said Timetable.

**Shunting:** Movement to add or segregate vehicles from a train. Set or unset a train. Sort vehicles or material cuts. Classify vehicles in the same way or from one to another within shunting limits. Perform the necessary movements to change on gauge changers train gauge when these are equipped with the necessary technology. Bring or carry stock from/to open track facilities lacking a remote protection signal from the station or the CTC. Perform stock movements between collateral facilities that complement each other forming a logistic railway complex.

**Siding:** State or private owned rail infrastructure consisting of a track facility for wagon load, unload and stabling, with connections to a line through one or more switches on open line, and which is used to complement RFIG.

**Special Railway Register (REF):** A mandatory registration of entities, legal and natural persons whose activity is related to the rail sector and who require, to exercise this activity, the corresponding rail undertaking license or authorization, pursuant to Rail Sector Act, Regulation and other implementing rules. Amongst the duties of the State Agency for Rail Safety are organizing and managing this register.

**Special Train Management System (STMS):** This is the computer system that manages immediate train path requests. These paths are usually requested with at least one day's notice and for exceptional reasons. It is available of all RUs, via telematics or through safe connection protocols.

**Specialist Line:** Statement concerning certain network sections where one type of traffic will be preferred by railway infrastructure manager in certain time periods.

**Subgrade:** The strip of land where natural topography of the ground has changed and where the railway line is constructed, its functional elements are arranged and facilities are located.

**Suppressed Train:** Train that is suppressed at departure or at any point of its route, out of programme, because of incidents in the railway operation or upon request of the railway undertaking. This train is considered unpunctual.

**Technical Specifications for Approval (TSA):** Series of technical standards, requirements and terms that all rail vehicles shall satisfy with regard to safety, reliability, technical compatibility, health, environment protection and, where appropriate, interoperability, in order to obtain service entry and traffic licenses.

**Technical Specifications for Interoperability (TSI):** A specification adopted in accordance with Community regulations of which the object is every subsystem or part of a subsystem in order to meet the essential requirements and ensure interoperability of the rail system.

**Time period:** Infrastructure capacity needed for a train to run between two points in a given time period.

**TOC Committees:** These determine and agree on scheduling of actions and works on infrastructure permanently affecting train traffic and the circumstances that have to be considered in paths assigned to operators. Made up of Adif staff of Infrastructure maintenance, infrastructure construction and running.

**Traffic Safety Regulation on Adif Managed Network (TSR):** Implemented by Royal Decree 810/2007 of 22 June, published in Official State Gazette of July 7, 2007. Update in Annex 1, Common Safety Indicators by Royal Decree 918/2010, of 16 July, published in Official Gazette of 5 August 2010. Amended paragraph of entity responsible for maintenance by Royal Decree 641/2011 of 9 May.

**Train Announcement:** Formal statement by RUs regarding specific days for train movement.

**TIS (Train Information System):** Web application easy to use that allows monitoring European rail traffic via Internet, providing centralized real-time information.

**Transport Plan (TP):** Set of operations steadily planned by a RU or other Applicants, aimed at supplying transport services and linked to train paths allocation and technical and human resources.

**Unpunctual Train:** Train arriving at programmed destination with a delay exceeding the established threshold.

**NOTE:** Glossary is for informational purposes only; definitions are general in nature and not legally binding.

Additionally the Spanish Rail Network has published an English glossary available on:

<http://www.rne.eu/organisation/network-statements/>

# Annex G

## General Interest Rail Network

### Axes and Lines Catalogue

The following lines and sections are part of the General Interest Railway Network owned by Adif, arranged by axes.

Updated to January 1, 2023

LINE	ORIGIN	DESTINATION	TRACK WIDTH (mm)	ELECTRIFICATION
<b>AXLE 01 MADRID-CHAMARTÍN-CLARA CAMPOAMOR - IRÚN /HENDAYA</b>				
100	P.K. 641,181 (Frontera Francesa) (desde Hernani)	MADRID-CHAMARTÍN - CLARA CAMPOAMOR	1668	3 KV CC
102*	BIF. ARANDA	MADRID-CHAMARTÍN - CLARA CAMPOAMOR	1668	NO / 3 KV CC
104	ALCOBENDAS- SAN SEBASTIÁN DE LOS REYES	UNIVERSIDAD- CANTOBLANCO	1668	3 KV CC
108	VALLADOLID-CAMPO GRANDE	LA CARRERA (CGD)	1668	3 KV CC
110	SEGOVIA	VILLALBA DE GUADARRAMA	1668	3 KV CC
112	BIF. LÍNEA MADRID-HENDAYA	VALLADOLID-ARGALES	1668	3 KV CC
114	VALLADOLID FUENTE AMARGA KM.192,7	BIF. CANAL DEL DUERO	1435 / 1668	3 KV CC / 25 KV CA
116	LOS COTOS	CERCEDILLA	1000	1,5 KV CC
120	"FRONTERA VILAR FORMOSO (P.K. 124,235) /FUENTES DE OÑORO"	MEDINA DEL CAMPO	1668	NO / 25 KV CA/ 3 KV CC
122	SALAMANCA	ÁVILA	1668	NO
156	BIF. VILLAMURIEL DE CERRATO	CAMBIADOR DE VILLAMURIEL	1668	3 KV CC
164	PALENCIA ARROYO VILLALOBÓN	MAGAZ	1668	3 KV CC
166	BIF. RUBENA	VILLAFRIA	1668	3 KV CC

LINE	ORIGIN	DESTINATION	TRACK WIDTH (mm)	ELECTRIFICATION
168	VILLAFRIA	BIF. RUBENA-AG. KM. 377,3	1668	3 KV CC
176	VALDESTILLAS	CAMBIADOR VALDESTILLAS	1668	3 KV CC
188	BIF. ARROYO DE LA GOLOSA	CAMBIADOR DE MEDINA AV	1668	25 KV CA
700	INTERMODAL ABANDO IND. PRIETO	CASETAS	1668	3 KV CC
704	BIF. RIOJA	BIF. CASTILLA	1668	3 KV CC
710	ALTSASU	CASTEJÓN DE EBRO	1668	3 KV CC
712	BIF. KM. 534,0	BIF. KM. 231,5	1668	3 KV CC
720	SANTURTZI	INTERMODAL ABANDO IND. PRIETO	1668	3 KV CC
722	MUSKIZ	DESERTU-BARAKALDO	1668	3 KV CC
724	BILBAO MERCANCÍAS.	SANTURTZI	1668	3 KV CC
726	BIF. LA CASILLA	AGUJA DE ENLACE	1668	3 KV CC
904	BIF. FUENCARRAL	FUENCARRAL AG. KM. 4,5	1668	3 KV CC
910	MADRID-ATOCHA CERCANÍAS	PINAR DE LAS ROZAS	1668	3 KV CC
912	LAS MATAS	PINAR DE LAS ROZAS	1668	3 KV CC
914	BIF. CHAMARTIN	BIF. P. PÍO	1668	3 KV CC
<b>AXLE 02 MADRID CHAMARTÍN-CLARA CAMPOAMOR - ZARAGOZA - LLEIDA - BARCELONA - PORTBOU / CERBERE</b>				
200	MADRID-CHAMARTÍN-CLARA CAMPOAMOR	BARCELONA-EST. DE FRANÇA	1668	3 KV CC
202	TORRALBA	SORIA	1668	NO
204	BIF. CANFRANC	CANFRANC	1668	NO
206	LLEIDA-PIRINEUS	P.K. 1,927 (LLEIDA-PIRINEUS)	1668	NO
208	SAN JUAN DE MOZARRIFAR	SAN GREGORIO	1668	3 KV CC

LINE	ORIGIN	DESTINATION	TRACK WIDTH (mm)	ELECTRIFICATION
210	MIRAFLORES	S. VICENC DE CALDERS	1668	3 KV CC
212	HOYA DE HUESCA-AGUJA KM. 2,3	BIF. HOYA DE HUESCA	1668	NO
214	C.I.M. DE ZARAGOZA	LA CARTUJA	1668	3 KV CC
216	BIF. PLAZA- AG. KM. 1,4	BIF. PLAZA- AG. KM. 8,9	1668	3 KV CC
218	BIF. PLAZA	ZARAGOZA-PLAZA	1668	3 KV CC
220	LLEIDA- PIRINEUS	BIF. VILANOVA	1668	3 KV CC
222	FRONTERA LA TOUR DE CAROL-ENVEIGT (P.K. 50,707 )/ PUIGCERDÀ	BIF. AIGÜES	1668	3 KV CC
224	CERDANYOLA UNIVERSITAT	CERDANYOLA DEL VALLES	1668	3 KV CC
230	LA PLANA- PICAMOIXONS	REUS	1668	3 KV CC
234	REUS	CONSTANTI	1668	3 KV CC
238	CASTELLBISBAL- AGUJAS LLOBREGAT	BARCELONA- MORROT	1435 /1668	3 KV CC
240	SANT VICENÇ DE CALDERS	L'HOSPITALET DE LLOBREGAT	1668	3 KV CC
242	MARTORELL- SEAT	AGUJA KM. 71,185	1668	3 KV CC
244	AGUJA KM. 70,477	AGUJA KM. 0,500	1668	3 KV CC
246	MOLLET-SANT FOST	CASTELLBISBAL-AGUJAS RUBI	1435 / 1668	3 KV CC
250	BELLVITGE AGUJA KM.674,8	L'HOSPITALET DE LLOBREGAT	1668	3 KV CC
254	AEROPORT	EL PRAT DE LLOBREGAT	1668	3 KV CC
260	FIGUERES-VILAFANT	VILAMALLA	1435 / 1668	3 KV CC
270	FRONTERA CERBERE (P. K. 274,305)/PORTBOU	BIF. ARAGÓ	1435 / 1668	3 KV CC
276	MAÇANET-MASSANES	L´HOSPITALET DE LLOBEGAT	1668	3 KV CC
278	LA LLAGOSTA	BIF. NUDO MOLLET	1668	3 KV CC

LINE	ORIGIN	DESTINATION	TRACK WIDTH (mm)	ELECTRIFICATION
282	CAMBIADOR PLASENCIA-DE JALÓN	CAMBIADOR PLASENCIA AG. KM.308,6	1668	3 KV CC
284	CIM- AGUJA KM. 337,1	CIM- AGUJA KM. 0,7	1668	3 KV CC
286	LA CARTUJA-AGUJA KM. 23,3	LA CARTUJA-AGUJA KM. 351,1	1668	3 KV CC
288	MIRAFLORES- AGUJA KM. 345,6	MIRAFLORES- AGUJA KM. 0,9	1668	3 KV CC
290	CIM- AGUJA KM. 337,1	CAMBIADOR ZARAGOZA-DELICIAS	1668	3 KV CC
294	RODA DE BARÁ-CAMB. DE ANCHO	RODA DE BARÁ	1668	3 KV CC
610	SAGUNT	BIF. TERUEL	1668	NO
612	SAGUNT-AGUJA KM. 32,3	SAGUNT-AGUJA KM. 268,8	1668	NO
622	AGUJA CLASIF. KM. 272,0	TARRAGONA MERCADERIES	1668	3 KV CC
624	AGUJA CLASIF. KM. 100,4	TARRAGONA	1668	3 KV CC
630	PORT AVENTURA	TARRAGONA	1668	3 KV CC
702	CABAÑAS DE EBRO	GRISÉN	1668	3 KV CC
902	PITIS	HORTALEZA	1668	3 KV CC
906	FUENCARRAL-COMPLEJO	MADRID-CHAMARTÍN-CLARA CAMPOAMOR	1668	3 KV CC
908	HORTALEZA	AEROPUERTO -T4	1435 / 1668	3 KV CC
930	MADRID-ATOCHA CERCANÍAS	SAN FERNANDO DE HENARES	1668	3 KV CC
932	MADRID-ATOCHA CERCANÍAS	MADRID-SANTA CATALINA	1668	3 KV CC
938	MADRID-ATOCHA CERCANÍAS	ASAMBLEA MADRID-ENTREVÍAS (APD)	1668	3 KV CC
940	O'DONNELL	VICÁLVARO MERCANCÍAS	1668	3 KV CC
942	VILLAVERDE BAJO	VALLECAS-INDUSTRIAL	1668	3 KV CC
944	VICÁLVARO	VICÁLVARO MERCANCÍAS	1668	3 KV CC
948	VICÁLVARO-MER.AGUJA KM. 3,007	BIF. VICÁLVARO MERCANCÍAS	1668	3 KV CC



LINE	ORIGIN	DESTINATION	TRACK WIDTH (mm)	ELECTRIFICATION
<b>AXLE 03 MADRID CHAMARTÍN-CLARA CAMPOAMOR -- VALENCIA - CAMBIADOR BOELLA (CAMP TARRAGONA)</b>				
300	MADRID-CHAMARTÍN-CLARA CAMPOAMOR	VALENCIA-ESTACIÒ DEL NORD	1668	3 KV CC
302	AGUJA KM. 146,1	ALCÁZAR DE SAN JUAN	1668	3 KV CC
304	ALFAFAR-BENETUSSE	VALENCIA LA FONT DE SANT LUIS	1668	3 KV CC
310*	ARANJUEZ ( <i>hasta Tarancón</i> )	VALENCIA - LA FONT DE SANT LLUIS ( <i>desde Utiel</i> )	1668	NO
312	CASTILLEJO- AÑOVER	ALGODOR	1668	3 KV CC
314	XIRIVELLA-L'ALTER (APD)	VALENCIA - SANT ISIDRE	1668	NO
318	CAMBIADOR ALBACETE.	ALBACETE- AGUJA KM. 279,4	1668	3 KV CC
320	CHINCHILLA MONTEAR. AG.KM. 298,4	MURCIA DEL CARMEN	1668	NO
322*	AGUILAS	MURCIA MERCANCÍAS	1668	NO
330	LA ENCINA	ALACANT-TERMINAL	1668	3 KV CC
332	LA ENCINA AGUJA KM. 2,963	CAUDETE	1668	3 KV CC
336	EL REGUERÓN AGUJA KM. 525,3	ALACANT-TERMINAL	1668	NO
338	CAMBIADOR VALENCIA	VALENCIA-JOAQUIM SOROLLA	1668	3 KV CC
340	MOIXENT	BIF MOIXENT	1668	3 KV CC
342	ALCOI	XATIVA	1668	NO
344	GANDIA	SILLA	1668	3 KV CC
346	GANDIA-PORT	GANDIA MERCADERIES	1668	3 KV CC
348	FORD (hasta límite PK 3,251)	SILLA	1668	3 KV CC
350	BIF. BENALÚA	BIF. ALACANT	1668	NO
602	BIF. PUERTO CABANYAL	VALENCIA PUERTO NORTE (Hasta límite PK 6,7)	1668	NO
604	LES PALMES	PORT DE CASTELLO	1668	NO

LINE	ORIGIN	DESTINATION	TRACK WIDTH (mm)	ELECTRIFICATION
606	BIF. PUERTO F.S.L.	VALENCIA PUERTO SUR (Hasta límite PK 7,1)	1668	NO
608	VALENCIA-F.S.L. MERCANCIAS	VALENCIA F.S.L. - AG. KM. 5,8	1668	NO
614	BIF. JOAQUIN SOROLLA-IBÉRICO	VALENCIA-JOAQUÍN SOROLLA	1668	3 KV CC
620	TORTOSA	L'ALDEA-AMPOSTA-TORTOSA	1668	3 KV CC
900	MADRID-CHAMARTÍN-CLARA CAMPOAMOR	MADRID-ATOCHA CERCANÍAS (Vía Recoletos)	1668	3 KV CC
916	BIF. SANTA CATALINA	MADRID-SANTA CATALINA	1668	3 KV CC
934	MADRID-ABROÑIGAL	BIF. REBOLLEDO	1668	3 KV CC
936	SAN CRISTOBAL INDUSTRIAL	VILLVERDE BAJO	1668	3 KV CC
946	MADRID-SANTA CATALINA	VILLVERDE BAJO	1668	3 KV CC
<b>AXLE 04 ALCÁZAR DE SAN JUAN - CÓRDOBA - SEVILLA - CÁDIZ/BADAJOS</b>				
400	ALCÁZAR DE SAN JUAN	CÁDIZ	1668	3 KV CC
402	ESPELUI- AGUJA KM. 340,1	JAEN	1668	3 KV CC
404	ESPELUI- AGUJA KM. 338,8	ESPELUI- AGUJA KM. 150,5	1668	3 KV CC
406	LAS ALETAS	UNIVERSIDAD DE CÁDIZ (APD)	1668	3 KV CC
408	ALCOLEA- AGUJA KM. 431,9	CAMBIADOR ALCOLEA	1668	3 KV CC
410	LINARES- BAEZA	ALMERÍA	1668	NO / 3 KV CC
412	MINAS DEL MARQUESADO	HUENEJA-DOLAR	1668	3 KV CC
414	BIF. ALMERÍA	BIF. GRANADA	1668	NO
416	MOREDA	GRANADA	1668	NO
418	ANTEQUERA- STA.ANA-AGJ.KM.50,4	ANTEQUERA- STA.ANA-AGJ.KM.48,3	1668	3 KV CC
420	BIF. LAS MARAVILLAS	ALGECIRAS	1668	NO

LINE	ORIGIN	DESTINATION	TRACK WIDTH (mm)	ELECTRIFICATION
422	BIF. UTRERA	FUENTE DE PIEDRA	1668	NO
428	CAMBIADOR ANTEQUERA	ANTEQUERA- S. ANA-AGUJA KM. 50,4	1668	NO
430	BIF. CÓRDOBA MERCANCÍAS	LOS PRADOS	1668	3 KV CC
432	CÓRDOBA	EL HIGUERÓN	1668	3 KV CC
436	FUENGIROLA	MÁLAGA-CENTRO ALAMEDA (APD)	1668	3 KV CC
440	BIF. LOS NARANJOS	HUELVA	1668	3 KV CC
442	CAMBIADOR MAJARABIQUE	BIF. LOS NARANJOS	1668	3 KV CC
444	BIF. TAMARGUILLO	LA SALUD	1668	3 KV CC
446	BIF. CARTUJA	CARTUJA	1668	3 KV CC
450	BIF. LA NEGRILLA	BIF. S. BERNARDO	1668	3 KV CC
452	PUERTO DE SEVILLA (Desde límite PK 1,717)	LA SALUD	1668	NO
454	CAMBIADOR MAJARABIQUE	BIF. SAN JERÓNIMO	1668	3 KV CC
456	LA SALUD-AGUJA KM. 6,2	LA SALUD-AGUJA KM. 10,2	1668	3 KV CC
458	MAJARABIQUE- ESTACION	BIF. SAN JERÓNIMO	1668	3 KV CC
460*	BIF. RÍOFRIO	FUENTE DE PIEDRA	1668	NO
464*	BIF. TOCÓN	BIF. LA CHANA	1668	NO
508	BADAJOS	KM. 517,6 (FRONTERA)	1668	NO
512	ZAFRA	HUELVA-MERCANCÍAS	1668	NO
514	ZAFRA	JEREZ DE LOS CABALLEROS (CGD)	1668	NO
516	MÉRIDA	LOS ROSALES	1668	NO
520	CIUDAD REAL	BADAJOS (Hasta Mérida)	1668	3 KV CC / NO
522	MANZANARES	CIUDAD REAL	1668	3 KV CC

LINE	ORIGIN	DESTINATION	TRACK WIDTH (mm)	ELECTRIFICATION
524	CIUDAD REAL- MIGUELTURRA	BIF. POBLETE	1668	3 KV CC
528	ALMORCHÓN	MIRABUENO	1668	NO
<b>AXLE 05 MADRID ATOCHA - CÁCERES - VALENCIA DE ALCÁNTARA</b>				
500	BIF. PLANETARIO	BIF. CASA DE LA TORRE (hasta Monfragüe)	1668	NO/3 KV CC
502	CÁCERES	PK 428,5 (FRONTERA)	1668	NO
504	VILLALUENGA-YUNCLER	ALGODOR	1668	NO
920	MÓSTOLES - EL SOTO	PARLA	1668	3 KV CC
<b>AXLE 06 VENTA DE BAÑOS - LEÓN - OURENSE - VIGO/SANTIAGO - A CORUÑA</b>				
130	GIJÓN-SANZ CRESPO	VENTA DE BAÑOS (Hasta La Robla)	1668	3 KV CC
130	GIJÓN-SANZ CRESPO (Desde León)	VENTA DE BAÑOS	1668	3 KV CC
132	BIF. TUDELA-VEGUIN	ABLAÑA	1668	3 KV CC
134	LEON-CLASIFICACIÓN	BIF. QUINTANA	1668	3 KV CC
138	BIF. GALICIA	BIF. ASTURIAS	1668	3 KV CC
140	BIF. TUDELA-VEGUIN	EL ENTREGO	1668	3 KV CC
142	SOTO DE REY	BIF. OLLONIEGO	1668	3 KV CC
144	SAN JUAN DE NIEVA	VILLABONA DE ASTURIAS	1668	3 KV CC
146	BIF. VIELLA	BIF. PEÑA RUBIA	1668	3 KV CC
148	TRASONA (Desde límite PK 0,450)	NUBLEDO	1668	3 KV CC
150	ABOÑO	SERIN	1668	3 KV CC
152	GIJÓN-PUERTO	VERIÑA	1668	3 KV CC
154	LUGO DE LLANERA	TUDELA-VEGUIN	1668	3 KV CC
160	SANTANDER	PALENCIA	1668	3 KV CC

LINE	ORIGIN	DESTINATION	TRACK WIDTH (mm)	ELECTRIFICATION
162	SOLVAY FACTORIA (CGD)	SIERRAPANDO (APD)	1668	3 KV CC
182	CAMBIADOR CLASIFICACIÓN	BIF. CLASIFICACIÓN	1668	3 KV CC
184	BIF. RÍO BERNESGA	CAMBIADOR DE VILECHA	1668	3 KV CC
800	A CORUÑA	LEÓN AG. KM.123,6	1668	NO/ 3KV CC
802	TORAL DE LOS VADOS	VILLAFRANCA DEL BIERZO (CGD)	1668	NO
804	BETANZOS-INFESTA	FERROL	1668	NO
810	BIF. CHAPELA (desde Redondela)	MONFORTE DE LEMOS	1668	3 KV CC
814	GUILLAREI	FRONTERA VALENCA DO MINHO (km. 5,3) /TUI	1668	NO
816	GUILLAREI- AG. KM. 141,6	GUILLAREI-AG. KM. 0,9	1668	NO
820	ZAMORA AG. KM. 233,0	MEDINA DEL CAMPO	1668	NO
822	BIF. VALORIO	A CORUÑA (hasta Taboada Ag. Km.234,0)	1668	NO
822	BIF. VALORIO (desde Ourense)	A CORUÑA (hasta Bif. Coto da Torre)	1668	3 KV CC
822	BIF. VALORIO(desde Bif. Coto da Torre)	A CORUÑA (hasta Bif. A Grandeira Ag. Km. 85,0)	1668	NO
822	BIF. VALORIO(desde Bif. A Grandeira Ag. Km. 85,0)	A CORUÑA	1668	3 KV CC /25 KV CA
826	CENTRAL TERMICA DE MEIRAMA (Desde límite PK 6,135)	CERCEDA-MEIRAMA	1668	NO
828	BIF. SAN AMARO	PORTAS	1668	NO
830	BIF. UXES	BIF. SAN CRISTOBAL	1668	NO
832	AGUJA KM. 545,4	BIF. SAN DIEGO	1668	NO
834	A CORUÑA-SAN DIEGO	BIF. EL BURGO	1668	NO
836	BIF. LEÓN	BIF. RIO BERNESGA	1668	3 KV CC
838	BIF. TORNEROS	BIF. QUINTANA	1668	3 KV CC
840	CERCEDA-MEIRAMA-AG. KM. 0,729	MEIRAMA-PICARDEL	1668	NO

LINE	ORIGIN	DESTINATION	TRACK WIDTH (mm)	ELECTRIFICATION
842	BIF. RÍO SAR	BIF. A GRANDEIRA AG. KM. 376,1	1668	NO
<b>AXLE 08 RED DE ANCHO METRICO (EXCEPTO LÍNEA CERCEDILLA LOS COTOS)</b>				
360	LOS NIETOS	CARTAGENA PLAZA BASTARRECHE	1000	NO
740	PRAVIA	FERROL	1000	1,5 KV CC / NO
750	GIJON- SANZ CRESPO	PRAVIA	1000	1,5 KV CC
752	LAVIANA	GIJON- SANZ CRESPO	1000	1,5 KV CC
754	SOTIELLO	PUERTO EL MUSEL	1000	NO
756	AGUJA ENLACE SOTIELLO	AGUJA ENLACE VERIÑA	1000	NO
758	LA MARUCA MERCANCÍAS	PUERTO AVILÉS	1000	NO
760	OVIEDO	TRUBIA	1000	1,5 KV CC
762	TRUBIA	SAN ESTEBAN DE PRAVIA	1000	1,5 KV CC
764	TRUBIA	COLLANZO	1000	NO
770	SANTANDER	OVIEDO	1000	1,5 KV CC / NO
772	LIÉRGANES	OREJO	1000	1,5 KV CC
774	MALIAÑO LA VIDRIERA	PUERTO DE RAOS	1000	NO
776	RIBADESELLA PUERTO	LLOVIO	1000	NO
780	BILBAO LA CONCORDIA	SANTANDER	1000	1,5 KV CC / NO
790*	ARANGUREN	LA ASUNCIÓN UNIVERSIDAD/LEÓN	1000	1,5 KV CC / NO
792	MATALLANA	LA ROBLA	1000	NO



LINE	ORIGIN	DESTINATION	TRACK WIDTH (mm)	ELECTRIFICATION
<b>AXLE 12 MADRID PUERTA DE ATOCHA ALMUDENA GRANDES - BARCELONA - FRONTERA FRANCIA</b>				
070	BIF. HUESCA	HUESCA	1435 / 1668	25 KV CA
<b>AXLE 16 OLMEDO - MEDINA - ZAMORA - GALICIA</b>				
082	BIF. A GRANDEIRA AG. KM. 85,0	BIF. COTO DA TORRE	1668	25 KV CA

Origin and destination of every line has been specified according to PAR traffic direction.

- \* Line 790, traffic between Asunción Universidad and León has been cancelled.
- \* Line 102, Bifurcation Aranda to Madrid-Chamartín, route from Aranda de Duero-Montecillo (Km. 184.600) to Manzanares-Soto el Real (Km. 36.345), line where traffic of trains in commercial service is cancelled.
- \* Line 322, Águilas to Murcia Freight, traffic is cancelled during works for the future high-speed line Murcia - Almería
- \* Line 310, suppression of the commercial passenger transport service between Aranjuez and Utiel; freight traffic between Aranjuez and Tarancón is maintained.
- \* Sections provisionally without service:
  - On line 464 Tocón Branching to La Chana Branching and
  - On line 460 Riofrío Branching to Antequera Switch Km. 50,4.

in accordance with Order FOM / 925/2018, of 10 September, amending the General Interest Rail Network Catalogue of lines and sections, approved by Order FOM/710/2015, of 30 January. Lines 08-782-Basurto Hospital-Ariz and 08-784-Irauregui-Lutxana-Barakaldo are excluded from the General Interest Railway Network Catalogue of lines and sections.

Likewise, article 2.2 indicates that, until the transfer of railway infrastructures to the Autonomous Community of the Basque Country, set on 1 May 2019, is effective, their administration - under the scope provided in Article 19, Law 38/2015 - shall continue to be carried out by the state-owned business entity Administrador de Infraestructuras Ferroviarias.

Resolution of 10 December 2018 of the General Secretariat of Infrastructures was published in the Spanish official Gazette on 12/14/2018, in order to publish the Agreement of the Council of Ministers of 7 December 2018 transferring to the Autonomous Community of the Basque Country, the rail lines of Basurto Hospital-Ariz and Irauregi-Lutxana-Barakaldo.

Royal Decree 1434/2018, of 7 December was published in the Spanish Official Gazette on 14/12/2018, in order to transfer the State Administration's functions and services to the Autonomous Community of the Basque Country in the field of railways and rail transport regarding Basurto Hospital-Ariz and Irauregi-Lutxana-Barakaldo railway lines, Spanish Official Gazette of 14/12/2018.

# Annex H

## Average Capacity of Adif Main Lines

Capacity data as of September 2022

LINE	CAPACITY (1)	CURRENT TRAFFIC (2)	AVAILABLE PATHS	SATURATION
070 BIF. HUESCA-HUESCA	57	5	52	9%
082 BIF. COTO DA TORRE-BIF. A GRAN. AG.KM.85.0	180	32	148	18%
100 MADRID CHAM. C. C.-P.K. 641.181 (FRONTERA)	200	55	145	28%
102 MADRID CHAM. C. C.-BIF. ARANDA	59	17	42	29%
104 UNIV. CANTOBLANCO-ALCOB.-S.S.REYES	518	130	388	25%
110 VILLALBA GUADARR.-SEGOVIA	74	18	56	24%
116 LOS COTOS-CERCEDILLA	28	10	18	36%
120 VILAR FORMOSO-MEDINA DEL CAMPO	41	10	31	25%
122 SALAMANCA-AVILA	35	14	21	40%
130 VENTA DE BAÑOS-GIJON-SANZ CRESPO	147	49	98	33%
132 BIF. TUDELA VEGUIN-ABLAÑA	112	52	60	46%
140 BIF. TUDELA VEGUIN-EL ENTREGO	126	44	82	35%
144 S.JUAN DE NIEVA-VILLABONA DE AST.	214	83	131	39%
154 LUGO LLANERA-TUDELA VEGUIN	70	19	51	27%
160 PALENCIA-SANTANDER	78	33	45	42%
164 MAGAZ-PALENCIA ARROYO VILLALOBÓN	246	23	223	9%

LINE	CAPACITY (1)	CURRENT TRAFFIC (2)	AVAILABLE PATHS	SATURATION
200 MADRID CHAM. C. C.-BARNA-FRANÇA	157	70	87	45%
202 TORRALBA-SORIA	16	4	12	25%
204 BIF. CANFRANC-CANFRANC	12	4	8	33%
210 MIRAFLORES-S.VICENÇ CALDERS	121	48	73	40%
214 C.I.M. DE ZARAGO-LA CARTUJA	189	55	134	29%
220 LLEIDA-PIRINEUS-BIF. VILANOVA	152	62	91	40%
222 BIF. AIGÜES-LA TOUR DE CAROL-ENVEIGT	67	41	26	61%
224 Cerdanyola Valles-Cerdanyola Univ.	100	79	21	79%
230 PLANA-PICAMOIXON-REUS	78	36	42	46%
238 CASTELLBISBAL-AG.LLOBR.-BARNA MORROT	280	72	208	26%
240 S.VICENÇ CALDERS-L'HOSPITALET-LLOBR.	413	134	279	32%
246 MOLLET-SANT FOST-CASTELLBISBAL-AG. RUBI	383	53	330	14%
254 AEROPORT-EL PRAT DE LLOB.	102	73	29	72%
270 BIF. ARAGO-CERBERE	288	93	194	32%
276 MAÇANET-MASSANES-L'HOSPITALET-LLOBR.	303	164	139	54%
300 MADRID CHAM. C. C.-VALENCIA-NORD	281	85	195	30%
304 ALFAFAR-BENETUSS-VALENCIA-LA FONT SL	236	30	206	13%
310 ARANJUEZ-VALENCIA-LA FONT SL	26	8	18	31%
320 CHINCHILLA.MONT AGKM298.4-CARTAGENA	41	4	37	9%
330 LA ENCINA-ALACANT-TERMINAL	82	34	48	42%
332 LA ENCINA AGUJA KM. 2.963-CAUDETE	124	18	106	15%
336 EL REGUERÓN AG. 463.9-ALACANT-TERMINAL	70	48	22	69%
340 MOIXENT-XATIVA-AGUJA K.M. 47	62	35	27	56%
342 ALCOI-XATIVA	12	6	6	50%

LINE	CAPACITY (1)	CURRENT TRAFFIC (2)	AVAILABLE PATHS	SATURATION
344 GANDIA-SILLA	256	83	173	32%
400 ALCAZAR SAN JUAN-CADIZ	179	47	132	26%
402 JAEN-ESPELUY-AG.340.1	26	18	8	69%
410 LINARES BAEZA-ALMERIA	73	6	68	8%
416 MOREDA-GRANADA	84	6	78	7%
420 BIF. MARAVILLAS-ALGECIRAS	39	12	26	32%
422 BIF. UTRERA-FUENTE DE PIEDRA	38	12	26	32%
430 BIF. CORDOBA MERCANCIAS-LOS PRADOS	39	11	27	30%
436 MALAGA-C. ALAM.-FUENGIROLA	155	111	44	71%
440 BIF. LOS NARANJOS-HUELVA	63	26	38	41%
444 BIF. TAMARGUILLO-LA SALUD	272	46	226	17%
460 BIF. RIOFRIO-FUENTE DE PIEDRA	36	0	36	0%
464 BIF. TOCÓN-BIF. LA CHANA	36	0	36	0%
500 BIF. PLANETARIO-BIF. CASA DE LA TORRE	93	37	56	40%
502 CACERES-KM.428.5 (FRONT)	8	2	6	25%
512 HUELVA MERCANCIAS-ZAFRA	10	6	4	60%
516 MERIDA-LOS ROSALES	23	10	12	46%
520 CIUDAD REAL-BADAJOS	17	7	10	40%
522 MANZANARES-CIUDAD REAL	94	12	82	13%
610 SAGUNT-BIF. TERUEL	34	9	25	27%
620 L'ALDEA-AMP-TOR.-TORTOSA	120	30	90	25%
630 PORT AVENTURA-TARRAGONA	90	20	70	22%
700 INTERM. ABANDO I. P.-CASETAS	151	42	109	28%
702 GRISEN-CABAÑAS DE EBRO	250	21	229	8%

LINE	CAPACITY (1)	CURRENT TRAFFIC (2)	AVAILABLE PATHS	SATURATION
710 ALTSASU-CASTEJON DE EBRO	73	30	43	41%
720 SANTURTZI-INTERM. ABANDO I. P.	370	166	204	45%
722 MUSKIZ-DESERTU-BARAKALDO	130	90	40	69%
800 LEON AG. KM. 123.6-A CORUÑA	49	10	39	20%
804 BETANZOS-INFESTA-FERROL	32	11	21	34%
810 MONFORTE LEMOS-BIF. CHAPELA	73	11	62	15%
814 GUILLAREI-VALENCA DO MINHO	72	11	61	15%
820 ZAMORA AG. KM. 233.0-MEDINA DEL CAMPO	48	2	46	4%
822 BIF. VALORIO-A CORUÑA	70	12	58	17%
900 MADRID CHAM. C. C.-MADRID ATOCHA C.	605	406	199	67%
902 PITIS-HORTALEZA	164	22	142	13%
908 HORTALEZA-AEROPUERTO-T4	352	144	208	41%
910 MADRID ATOCHA C.-PINAR DE L ROZAS	386	188	198	49%
916 BIF. SANTA CATALINA-MADRID SANTA CATALINA	47	8	39	17%
920 PARLA-MOSTOLES-EL SOTO	569	300	270	53%
930 MADRID ATOCHA C.-S. FERNANDO HEN.	630	258	372	41%
942 VILLAVERDE BAJO-VALLECAS-IND.	264	59	205	22%

(1) Daily average capacity available in both directions for a standard day and referred to all types of traffic.

(2) Daily average traffic in both directions for a standard day.

The average daily capacity of the line and its saturation can vary by journeys and time periods.

On lines with origin / destination to / from large passenger transport stations, if these will be declared congested, such capacity could be significantly reduced.

# Annex I

## Line Classification by Types

Updated to January 1, 2023.

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
070	Bif. Huesca	Huesca		B1	78,9
082	Bif. A Grandeira Ag. Km. 85,0	Bif.Coto da Torre		A	84,1
100	PK. 641,181 (Frontera francesa) (desde Hernani)	Madrid Chamartin Clara Campoamor (hasta Brinkola)	S. Sebastián	C1	57,3
100	PK. 641,181 (Frontera francesa) (desde Brinkola)	Madrid-Chamartin Clara Campoamor (hasta Sta. María Alameda)		B2	484,1
100	PK. 641,181 (Frontera francesa) (desde Sta. María Alameda)	Madrid-Chamartin Clara Campoamor	Madrid	C1	72,4
102	Bif. Aranda	Madrid Chamartin Clara Campoamor (hasta Colmenar Viejo)		E	254,7
102	Bif. Aranda (desde Colmenar Viejo)	Madrid-Chamartin Clara Campoamor	Madrid	C1	26,2
104	Alcobendas-San Sebastian de los Reyes	Universidad Cantoblanco	Madrid	C1	6,9
108	Valladolid-Campo Grande	La Carrera		D	5,5
110	Segovia	Villalba de Guadarrama (hasta Cercedilla)		D	42,9
110	Segovia (desde Cercedilla)	Villalba de Guadarrama	Madrid	C1	19,8
112	Bif. Línea Madrid-Hendaya	Valladolid-Argales		D	3,6
114	Valladolid Fuente Amarga Km 192,7	Bif. Canal del Duero		B2	6,1
116	Los Cotos	Cercedilla	Madrid	C1	18,2
120	Pk. 124,235 (Frontera)	Medina Del Campo		B2	200,8



LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
122	Salamanca	Ávila		B2	111,1
130	Gijón-Sanz Crespo	Venta de Baños (hasta Pte. Los Fierros )	Asturias	C2	74,3
130	Gijón-Sanz Crespo (desde Pte. Los Fierros )	Venta de Baños (hasta La Robla)		B2	70,9
130	Gijón-Sanz Crespo (desde León)	Venta de Baños		B2	134,7
132	Bif. Tudela-Veguín	Ablaña	Asturias	C2	5,3
134	León Clasificación	Bif. Quintana		D	2,1
138	Bif. Galicia	Bif. Asturias		D	1,0
140	Bif. Tudela - Veguín	El Entrego (hasta Bif. Olloniego )		D	0,8
140	Bif. Tudela - Veguín (desde Bif. Olloniego )	El Entrego	Asturias	C2	19,2
142	Soto del Rey	Bif. Olloniego	Asturias	C2	2,0
144	San Juan de Nieva	Villabona de Asturias	Asturias	C2	20,8
146	Bif. Viella	Bif. Peña Rubia		D	0,5
148	Trasona (desde límite PK 0,450)	Nubledo		D	0,5
150	Aboño	Serín		D	9,0
152	Gijón-Puerto	Veriña		D	4,6
154	Lugo de Llanera	Tudela-Veguín		D	14,1
156	Bif. Villamuriel de Cerrato	Cambiador Villamuriel		B2	0,4
160	Santander	Palencia (hasta Reinosa)	Santander	C2	88,1
160	Santander (desde Reinosa)	Palencia		B2	129,1
162	Solvay Factoría	Sierrapando		D	5,6
164	Palencia Arroyo Villalobón	Magaz		B2	7,5

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
166	Bif. Rubena	Villafría		D	3,7
168	Villafría	Bif. Rubena-Aguja Km. 377,3		D	3,6
176	Valdestillas	Cambiador Valdestillas		B2	0,8
182	Cambiador Clasificación	Bif. Clasificación		B2	0,4
184	Bif. Río Bernesga	Cambiador de Vilecha		B2	0,4
188	Bif. Arroyo de la Golosa	Cambiador Medina del Campo AV		B2	3,0
200	Madrid-Chamartín Clara Campoamor	Barcelona-Estació de França (hasta Guadalajara)	Madrid	C1	54,5
200	Madrid-Chamartín Clara Campoamor (desde Guadalajara)	Barcelona-Estació de França (hasta Casetas)		D	269,0
200	Madrid-Chamartín Clara Campoamor (desde Casetas)	Barcelona-Estació de França (hasta Miraflores)	Zaragoza	C1	16,6
200	Madrid-Chamartín Clara Campoamor (desde Miraflores)	Barcelona-Estació de França (hasta S. Vicenç de Calders)		D	292,6
200	Madrid-Chamartín Clara Campoamor (desde S. Vicenç de Calders)	Barcelona-Estació de França	Barcelona	C1	67,4
202	Torralba	Soria		E	93,9
204	Bif. Canfranc	Canfranc		E	138,4
206	Lleida-Pirineus	Pk. 1,927 (Lleida)		E	1,9
208	S. Juan Mozarrifar	San Gregorio		E	3,5
210	Miraflores	San Vicenç de Calders (hasta Tarragona)		D	251,0
210	Miraflores (desde Tarragona)	San Vicenç de Calders		B2	24,9
212	Hoya de Huesca-Aguja Km. 2,3	Bif. Hoya de Huesca		E	1,7
214	C.I.M. de Zaragoza	La Cartuja		D	25,5
216	Bif. Pza. Ag. Km. 1,4	Bif. Pza. Ag. km. 8,9		D	2,0
218	Bif. Plaza	Zaragoza-Plaza		D	4,5
220	Lleida-Pirineus	Bif. Vilanova (hasta Manresa)		E	118,0

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
220	Lleida-Pirineus (desde Manresa)	Bif. Vilanova	Barcelona	C1	63,7
222	P.k. 50,707 - Frontera Puigcerdá/La Tour de Carol-Enveigt	Bif. Aigües	Barcelona	C1	149,7
224	Cerdanyola Universitat	Cerdanyola del Vallés	Barcelona	C1	3,6
230	La Plana-Picamoixons	Reus		D	20,9
234	Reus	Constanti		D	6,2
238	Castellbisbal-Agujas Llobregat	Barcelona-Morrot		D	25,7
240	L'Hospitalet de Llobregat	S. Vicenç de Calders	Barcelona	C1	71,0
242	Martorell-Seat	Aguja Km. 71,185		D	2,5
244	Aguja Km. 70,477	Aguja Km. 0,500		D	0,5
246	Mollet-Sant Fost	Castellbisbal-Agujas Rubí	Barcelona	C1	23,5
250	Bellvitge Aguja Km. 674,835	L'Hospitalet de Llobregat		E	1,7
254	Aeroporto	El Prat de Llobregat	Barcelona	C1	6,7
260	Figueres-Vilafant	Vilamalla		E	6,4
270	P.k. 274,305 - Frontera Portbou/Cerbere	Bif. Aragó (hasta Maçanet-Massanes)		B2	98,3
270	P.k.274,305 - Frontera Portbou/Cerbere (desde Maçanet-Massanes)	Bif. Aragó	Barcelona	C1	67,8
276	Maçanet-Massanes	L ' Hospitalet de Llobregat	Barcelona	C1	85,1
278	La Llagosta	Bif. Nudo Mollet		D	2,3
282	Cambiador Plasencia de Jalón	Cambiador Plasencia-Ag. Km.308,6		B2	1,4
284	C.I.M.-Aguja Km.337,1	C.I.M.-Aguja Km.0,7		B2	0,7
286	La Cartuja-Ag. Km. 23,3	La Cartuja-Ag. Km. 351,1		D	1,1
288	Miraflores-Ag. Km. 345,6	Miraflores-Ag. Km. 0,9		D	0,9
290	C.I.M.-Ag. Km. 337,1	Cambiador Zaragoza-Delicias		B2	0,3
294	Roda de Bará-Cambiador de ancho	Roda de Bará		E	0,2

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
300	Madrid-Chamartin Clara Campoamor	Valencia-Estación del Nord (hasta Aranjuez)	Madrid	C1	57,0
300	Madrid-Chamartin Clara Campoamor(desde Aranjuez)	Valencia-Estación del Nord (hasta Bif. Moixent)		B2	355,1
300	Madrid-Chamartin Clara Campoamor (Bif. Moixent)	Valencia-Estación del Nord	Valencia	C2	80,7
302	Aguja Km. 146.1	Alcázar San Juan		D	2,0
304	Alfajar-Benetusser	Valencia - La Font de Sant Lluís		D	4,3
310*	Aranjuez	Valencia - La Font de Sant Lluís (hasta Tarancón)		E	60,4
310	Aranjuez (desde Utiel)	Valencia - La Font de Sant Lluís	Valencia	C2	88,7
312	Castillejo-Añover	Algodor		E	11,6
314	Xirivella-L'Alter	Valencia-Sant Isidre	Valencia	C2	1,9
318	Cambiador Albacete	Albacete-Aguja Km. 279,4		B2	0,3
320	Chinchilla de Montearagón-Aguja Km. 298,4	Murcia del Carmen (hasta Murcia Mercancías)		E	140,6
320	Chinchilla de Montearagón-Aguja Km. 298,4 (desde Murcia Mercancías)	Murcia del Carmen	Murcia	C2	5,6
322 *	Águilas	Murcia Mercancías	Murcia	C2	113,6
330	La Encina	Alacant-Terminal (hasta San Vicent Centre)		B2	71,0
330	La Encina (San Vicent Centre)	Alacant-Terminal	Murcia	C2	7,3
332	La Encina Aguja Km. 2,963	Caudete		B2	5,9
336	El Reguerón -Aguja Km. 525,3	Alacant-Terminal	Murcia	C2	73,7
338	Cambiador Valencia	Valencia-Joaquín Sorolla		B2	0,5
340	Moixent	Bif. Moixent	Valencia	C2	0,8
342	Alcoi	Xàtiva		E	63,7
344	Gandia	Silla	Valencia	C2	50,8
346	Gandía Port	Gandia Mercaderías (hasta Platja I Grau de Gandía)		D	0,5

\* Line 322, Águilas to Murcia Freight, traffic is cancelled during works for the future high-speed line Murcia - Almería.

\*Line 310, suppression of the commercial passenger transport service between Aranjuez and Utiel; freight traffic between Aranjuez and Tarancón is maintained.

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
346	Gandia Port (desde Platja I Grau de Gandía)	Gandía-Mercaderies	Valencia	C2	2,5
348	Ford (hasta límite P.k. 3,251)	Silla		D	3,3
350	Bif. Benalua	Bif. Alacant	Murcia	C2	2,2
360	Los Nietos	Cartagena-Plaza Bastarrece	RAM Murcia	C2	19,6
400	Alcázar San Juan	Cádiz (hasta Lora del Río)		B2	367,8
400	Alcázar San Juan (desde Lora del Río)	Cádiz (hasta Utrera)	Sevilla	C2	86,7
400	Alcázar San Juan (desde Utrera)	Cádiz (hasta Jerez Frontera)		B1	72,4
400	Alcázar San Juan (desde Jerez Frontera)	Cádiz	Cádiz	C2	48,9
402	Espeluy-Aguja Km. 340,1	Jaén		B2	32,8
404	Espeluy-Aguja Km. 338,8	Espeluy-Aguja Km. 150,5		B2	0,9
406	Las Aletas	Universidad de Cádiz (apd)	Cádiz	C2	2,4
408	Alcolea-Aguja Km. 431,9	Cambiador Alcolea		B2	0,4
410	Linares-Baeza	Almería (hasta Moreda)		E	117,2
410	Linares-Baeza (desde Moreda)	Almería		B2	123,6
412	Minas del Marquesado	Huéneja-Dólar		D	14,4
414	Bif. Almería	Bif. Granada		B2	0,7
416	Moreda	Granada		B2	56,6
418	Santa Ana-Aguja Km. 50,4	Santa Ana-Aguja Km. 48,3		B2	2,3
420	Bif. Las Maravillas	Algeciras		B2	179,8
422	Bif. Utrera	Fuente de Piedra		B2	111,6
428	Cambiador Antequera	Santa Ana-Aguja Km. 50,4		B2	0,6
430	Bif. Córdoba Mercancías	Los Prados (hasta Fuente de Piedra)		D	113,3
430	Bif. Córdoba Mercancías (desde Fuente de Piedra )	Los Prados (hasta Álora)		B2	43,4

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
430	Bif. Córdoba Mercancías (desde Álora)	Los Prados	Málaga	C2	33,5
432	Córdoba	El Higuerón		D	6,5
436	Fuengirola	Málaga-Centro Alameda	Málaga	C2	30,7
440	Bif. Los Naranjos	Huelva (hasta Benacazón)	Sevilla	C2	29,6
440	Bif. Los Naranjos (desde Benacazón)	Huelva		E	81,1
442	Cambiador Majarabique	Bif. Los Naranjos		B2	1,8
444	Bif. Tamarguillo	La Salud	Sevilla	C2	11,2
446	Bif. Cartuja	Cartuja	Sevilla	C2	2,2
450	Bif. La Negrilla	Bif. San Bernardo	Sevilla	C2	0,6
452	Puerto de Sevilla (desde limite P.K. 1'717)	La Salud		D	1,7
454	Cambiador Majarabique	Bif. San Jerónimo		B2	1,4
456	La Salud-Aguja Km. 6,2	La Salud-Aguja Km. 10,2	Sevilla	C2	0,8
458	Majarabique-Estación	Bif. San Jerónimo		D	2,0
460	Bif. Ríofrio	Fuente de Piedra		B2	68,4
464	Bif. Tocón	Bif. La Chana		B2	32,1
500	Bif. Planetario	Bif. Casa de la Torre (hasta Humanes)	Madrid	C1	21,9
500	Bif. Planetario (desde Humanes)	Bif. Casa de la Torre (hasta Monfragüe)		B2	228,8
502	Cáceres	Km.428,5 (Frontera)		E	97,0
504	Villaluenga-Yuncler	Algodor		E	16,3
508	Badajoz	Km 517,6 Frontera		B2	5,3
512	Zafra	Huelva Mercancías		E	180,8
514	Zafra	Jerez de Caballeros		E	46,7



LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
516	Mérida	Los Rosales (hasta Cazalla-Constantina)		E	155,2
516	Mérida (desde Cazalla-Constantina)	Los Rosales	Sevilla	C2	48,9
520	Ciudad Real	Badajoz (hasta Puertollano-Mercancías)		D	42,5
520	Ciudad Real (desde Puertollano-Mercancías)	Badajoz (hasta Mérida)		E	236,1
522	Manzanares	Ciudad Real		B2	64,5
524	Ciudad Real-Miguelturra	Bif. Poblete		D	1,9
528	Almorchón	Mirabueno		E	130,1
602	Bif. Puerto Cabanyal	Valencia-Pto Norte (hasta límite P.k. 6,7)		D	0,8
604	Les Palmes	Port de Castelló		D	6,8
606	Bif. Puerto F.S.L.	Valencia-Pto Sur (hasta límite P.k. 7'1)		D	1,1
608	Valencia-F.S.L. Mercancías	VFSL-Aguja Km. 5,8		D	1,2
610	Sagunt	Bif. Teruel (hasta Caudiel)	Valencia	C2	51,9
610	Sagunt (desde Caudiel)	Bif. Teruel (hasta Teruel)		E	85,9
610	Sagunt (desde Teruel)	Bif. Teruel		B1	177,1
612	Sagunt-Aguja Km. 32,3	Sagunt-Aguja Km. 268,8		D	0,6
614	Bif. Joaquín Sorolla Ibérico	Valencia-Joaquín Sorolla		B2	0,7
620	Tortosa	L'Aldea-Amposta-Tortosa		B2	12,0
622	Aguja Clasif. Km. 272	Tarragona Mercaderies		D	1,1
624	Aguja Clasif. Km. 100.4	Tarragona		D	3,1
630	Port Aventura	Tarragona		B2	10,0
700	Intermodal Abando Indalecio Prieto	Casetas (hasta Orduña)	Bilbao	C1	40,3
700	Intermodal Abando Indalecio Prieto (desde Orduña)	Casetas (hasta Logroño)		D	131,9

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
700	Intermodal Abando Indalecio Prieto (desde Logroño)	Casetas		B2	154,7
702	Cabañas de Ebro	Grisén		B2	5,8
704	Bif. Rioja	Bif. Castilla		D	1,6
710	Altsasu	Castejón de Ebro		B2	139,2
712	Bif. Km. 534,0	Bif. Km. 231,5		B2	2,5
720	Santurtzi	Intermodal Abando Indalecio Prieto	Bilbao	C1	13,6
722	Muskiz	Desertu-Barakaldo	Bilbao	C1	13,1
724	Bilbao Mercancías	Santurtzi		D	3,3
726	Bif. La Casilla	Aguja de Enlace		D	2,0
740	Pravia	Ferrol (hasta Cudillero)	RAM Asturias	C2	13,4
740	Pravia (desde Cudillero)	Ferrol (hasta Ortigueira)		E	203,3
740	Pravia (desde Ortigueira)	Ferrol	RAM Galicia	C2	52,6
750	Gijón-Sanz Crespo	Pravia	RAM Asturias	C2	50,9
752	Laviana	Gijón-Sanz Crespo	RAM Asturias	C2	48,9
754	Sotiello	Puerto de El Musel		D	8,9
756	Aguja Enlace Sotiello	Aguja Enlace Veriña		D	0,7
758	La Maruca Mercancías	Puerto de Aviles		D	1,8
760	Oviedo	Trubia	RAM Asturias	C2	12,1
762	Trubia	San Esteban de Pravia	RAM Asturias	C2	38,9
764	Trubia	Collanzo	RAM Asturias	C2	54,8
770	Santander	Oviedo (hasta Cabezón de La Sal)	RAM Cantabria	C2	45,6
770	Santander (desde Cabezón de La Sal)	Oviedo (hasta Infiesto Apd.)		E	122,2
770	Santander (desde Infiesto Apd.)	Oviedo	RAM Asturias	C2	49,1

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
772	Liérganes	Orejo	RAM Cantabria	C2	9,7
774	Maliaño-La Vidriera	Puerto de Raos		D	2,5
776	Ribadesella-Puerto	Llovio		D	2,6
780	Bilbao-La Concordia	Santander (hasta Aranguren)	RAM Bilbao	C2	23,5
780	Bilbao-La Concordia (desde Aranguren)	Santander (hasta Orejo)		E	77,9
780	Bilbao-La Concordia (desde Orejo)	Santander	RAM Cantabria	C2	17,1
790	Aranguren	La Asunción-Universidad (hasta La Calzada)	RAM Bilbao	C2	9,7
790	Aranguren (desde La Calzada)	La Asunción-Universidad (hasta Guardo Apd.)		E	184,7
790	Aranguren (desde Guardo Apd.)	La Asunción-Universidad (León)	RAM León	C2	113,9
792	Matallana	La Robla		E	10,9
800	A Coruña	León Ag. Km. 123,6		B2	425,9
802	Toral de Los Vados	Villafranca del Bierzo		D	9,1
804	Betanzos-Infesta	Ferrol		B2	42,8
810	Bif. Chapela (desde Redondela )	Monforte Lemos		B2	166,6
814	Guillarei	Frontera (Km. 5.3) Valença do Minho / Tuí		B2	5,3
816	Guillarei-Aguja Km. 141,6	Guillarei-Aguja Km. 0,9		B2	1,0
820	Zamora Ag. Km. 233,0	Medina del Campo		E	90,2
822	Bif. Valorio	A Coruña (hasta Taboadela Ag. Km. 234,0)		B2	230,7
822	Bif. Valorio (desde Ourense)	A Coruña (hasta Bif.Coto da Torre)		B2	1,0
822	Bif. Valorio (desde Bif.Coto da Torre)	A Coruña (hasta Bif. A Grandeira Aguja Km. 85,0)		D	125,8
822	Bif. Valorio (desde Bif. A Grandeira Aguja Km. 85,0)	A Coruña		B1	64,0
826	C. Térmica Meirama (desde límite P.k. 6,135)	Cerceda-Meirama		D	5,8
828	Bif. San Amaro	Portas		E	12,1

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
830	Bif. Uxes	Bif. San Cristóbal		D	0,7
832	Aguja Km. 545,4	Bif. San Diego		D	0,5
834	A Coruña San Diego	Bif. El Burgo		D	2,2
836	Bif. León	Bif. Río Bernesga		B2	3,2
838	Bif. Torneros	Bif. Quintana		B2	3,1
840	Cerceda-Meirama-Ag. Km. 0,729	Meirama-Picardel		D	1,2
842	Bif. Río Sar	Bif. A Grandeira Ag. Km. 376,1		B2	1,1
900	Madrid-Chamartín Clara Campoamor	Madrid Atocha Cercanías (Vía Recoletos)	Madrid	C1	7,9
902	Pitis	Hortaleza		D	9,7
904	Bif. Fuencarral	Fuencarral-Aguja Km. 4,5		D	0,6
906	Fuencarral-Complejo	Madrid-Chamartín Clara Campoamor		B2	1,3
908	Hortaleza	Aeropuerto-T4	Madrid	C1	5,3
910	Madrid Atocha Cercanías	Pinar de Las Rozas	Madrid	C1	27,7
912	Las Matas	Pinar de Las Rozas		B2	3,6
914	Bif. Chamartín	Bif. P. Pío	Madrid	C1	1,3
916	Bif. Santa Catalina	Madrid-Santa Catalina		D	2,8
920	Móstoles-El Soto	Parla	Madrid	C1	45,5
930	Madrid Atocha Cercanías	San Fernando de Henares	Madrid	C1	18,2
932	Madrid Atocha Cercanías	Madrid-Santa Catalina		E	5,4
934	Madrid-Abroñigal	Bif. Rebolledo		D	3,2
936	San Cristóbal Industrial	Villaverde Bajo		D	3,0
938	Madrid Atocha Cercanías	Asamblea de Madrid-Entrevías		B2	3,7

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
940	O'Donnell	Vicálvaro-Mercancías		D	3,9
942	Villaverde Bajo	Vallecas Industrial		D	7,2
944	Vicálvaro	Vicálvaro-Mercancías		D	2,1
946	Madrid-Santa Catalina	Villaverde Bajo		D	2,8
948	Vicálvaro-Merc. Aguja Km.3,007	Bif. Vicálvaro-Mercancías		D	1,5



# Annex J

## Agreement Models

### INDEX

- AGREEMENT TO PROVIDE TRACTION FUEL SUPPLY SERVICES TO: (RAILWAY UNDERTAKING), BY THE STATE-OWNED COMPANY ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS
- AGREEMENT TO PROVIDE TRACTION POWER SUPPLY SERVICES TO: (RAILWAY UNDERTAKING), BY THE STATE-OWNED COMPANY ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS ADIF-ALTA VELOCIDAD
- FORMS OF LEASE AGREEMENT TO BE SIGNED WITH RAILWAY UNDERTAKINGS TO PROVIDE RELATED RAILWAY SERVICES (SB-7, SB-9)
- COMPLIANCE AND PROCUREMENT FORMS TO MANAGE SPACES FOR THE PROVISION OF RELATED RAIL SERVICES (SB-8, SX-5, SX-7 Y SX-8)
- AGREEMENT TO PROVIDE SB-3 SERVICES TO HANDLE ITUS SIGNED WITH: (RAILWAY UNDERTAKING), BY THE STATE-OWNED COMPANY ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS
- AGREEMENT TO PROVIDE SB-3 SERVICES TO HANDLE ITUS SIGNED WITH: (client which is not a railway undertaking), BY THE STATE-OWNED RAILWAY INFRASTRUCTURE MANAGER
- AGREEMENT TO PROVIDE SB-4 SHUNTING SERVICE, AND OTHER TRAIN OPERATIONS SIGNED WITH (RAILWAY UNDERTAKING), BY THE STATE-OWNED COMPANY ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS
- AGREEMENT TO PROVIDE SB-4 SHUNTING SERVICE, AND OTHER OPERATIONS (CLIENT WHICH IS NOT A RAILWAY UNDERTAKING), BY THE STATE-OWNED ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS
- FRAMEWORK AGREEMENT TO RESERVE CAPACITY



# CONTRACT TO PROVIDE TRACTION FUEL SUPPLY SERVICES TO: (RAILWAY UNDERTAKING), BY THE STATE-OWNED COMPANY ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS

In Madrid, \_\_, \_\_\_\_\_, 20XX

## Together::

On the one part, Mr. \_\_\_\_\_, (Position) \_\_\_\_\_, who acts on behalf of the state-owned entity Administrador de Infraestructuras Ferroviarias, hereinafter Adif E.P.E, with address in Calle Sor Ángela de la Cruz, 3, 28020 Madrid, with Tax Identification No. \_\_\_\_\_, a state-owned entity governed by their statute as approved by Royal Decree 2395/2004, of 30 December 2004, Law 40/2015, of 1 October, on Legal Regime of the Public Sector, their implementing standards, Law 38/2015, Rail Sector, of 29 September, in the budgetary law and other applicable standards.

And on the other, Mr. \_\_\_\_\_, with Spanish Identification Number \_\_\_\_\_, (Position) \_\_\_\_\_, acting on behalf of (Railway Undertaking) \_\_\_\_\_ with registered office in C / \_\_\_\_\_ Nr. \_\_ PC \_\_\_\_\_ (City) \_\_\_\_\_ and Tax Identification \_\_\_\_\_, by virtue of of the deed granted before the Notary Public of \_\_\_\_\_, Mr. \_\_\_\_\_, on \_\_ \_\_\_\_\_, with protocol number \_\_\_\_.

The parties who sign this agreement recognize their legal capacity to sign and grant this Agreement, and for that purpose.

## State:

In accordance with article 22 of Law 38/2015, of 29 September, of the Rail Sector, the railway infrastructure management and its construction shall correspond, within the scope of state competition, to one or several public business entities attached to the Ministerio de Transportes, Movilidad y Agenda Urbana that, amongst their competences, and according to article 23.1.i), in aforementioned Law 38/2015, includes the provision of basic, supplementary and ancillary services to the rail transport service, amongst which are traction fuel basic services of supply at fix or mobile facilities.

In accordance with Royal Decree 2395/2004, of 30 December, approving the statute of the state-owned Entity Administrador de Infraestructuras Ferroviarias, Royal Decree-Law 15/13 of 13 December, on restructuring the state-owned entity “Administrador de Infraestructuras Ferroviarias” (Adif) and other urgent economic measures, Order PRE/2443/2013, of 27 December, by which the assets and liabilities of the state-owned Administrador de Infraestructuras Ferroviarias which ownership shall be taken on by ADIF-Alta Velocidad, and Adif Network Statement and ADIF Alta Velocidad, said service is offered by Adif E.P.E.

On the other hand, in accordance E.P.E Adif Network Statement, every railway undertaking, owner of the corresponding license and with a safety certificate according to the line, shall sign an agreement with Adif EPE to obtain traction fuel supply, a service offered by Adif EPE

(Name) \_\_\_\_\_, a railway undertaking owner of the corresponding license and safety certificate, wants to be provided with fuel traction supply service by Adif EPE since (month) 20xx, so both entities have agreed upon terminating this Contract, intended to determine the provision conditions, of this basic service by Adif EPE, through their Fuel Management Under-Directorate in favour of (Railway Undertaking) \_\_\_\_\_.

This contract sets the conditions to provide aforementioned services in accordance with valid private prices approved by Adif Board of Directors, and with afore section on traction fuel supply hereunder, in Adif Network Statement.

And by virtue of the foregoing, the parties sign this Agreement, based on the following provisions, and therefore:

## Provisions

### I. PURPOSE

The purpose of this Agreement is to set the conditions under which Adif E.P.E. undertakes and obliges to supply (Railway Undertaking) \_\_\_\_\_, as from the signature date, the necessary traction fuel, as well as the economic payable compensation for said service, in accordance with the general criteria indicated in the annex, which is subject to private prices approved by Adif EPE, in accordance with Adif E.P.E. Network Statement, in force at all times.

### II. SERVICE SCOPE

Fuel supply service is linked to using the following facility types:

- Fix Supply Point (Fiscal Warehouse): These are facilities where - upon authorization in compliance with the conditions and requirements set by law - the fuel is supplied and stored in a warehouse, initially, and therefrom it can be supplied to the rail vehicle.
- Mobile Supply Point: Facilities with a fix point to supply fuel directly from the tanker – of the supplying company - to the railway vehicle.

The services in this Agreement shall be provided by Adif EPE to (Railway Undertaking) \_\_\_\_\_, at supplying points, under the terms and for the prices set forth in the Fuel Supply Service Catalogue on the Network Statement, published on Adif website.

Without prejudice to Law 38/2015, Rail Sector Act, and implementing regulations, any issue not provided for under this Agreement shall be subject to the private legal system.

### III. SERVICE PROVISION ACCESS CONDITIONS

Access conditions (CA) to these services are included in the Fuel Supply Service Catalogue, published on Adif website. The following are particularly relevant for an adequate access to service provision:

- (Railway Undertaking) \_\_ shall provide the necessary documentation (Railway Undertaking License, Company Fiscal Identification Code, Exemption Agreement granted by the Tax Agency, current premises and activity card granted by the Spanish Tax Agency and Letter of Diesel B final consumer) to register on Adif EPE computer system and justify the authorization to use exempt B diesel.
- (Railway Undertaking) shall give to Adif E.P.E. the renewals of Exemption Agreements and CAE cards with the time necessary to update the computer system and notify the supplier.
- (Railway Undertaking) \_\_ will provide upon registration the UIC number of every available vehicle - whether owned or rented - communicating the variations that may occur during this contract term, for whatever reason, indicating the start and end dates of said variations.
- Should the (Railway Undertaking) not report a vehicle cancellation - as its owner or lessee - and if it continues to be supplied, the supply invoicing(s) shall be made by (Railway Undertaking), \_\_ who will pay to Adif EPE the corresponding invoice. \_ (Railway Undertaking) \_\_ will resolve with the current owner of the vehicle said payment without Adif E.P.E.'s intervention.
- (Railway Undertaking) will notify Adif E.P.E. of all fixed and/or mobile points where they need to provide these services, before accessing them to avoid possible supply problems.
- (Railway Undertaking) shall submit their requests to provide the services required at every service facility, adapting to the term, format and minimum content set by Adif EPE, in order to preserve an orderly, efficient and safe operation at supply facilities.
- In the case of mobile points, (Railway Undertaking) shall indicate on its request the litres of fuel to be refuelled, taking into account that said quantity shall be fully supplied in the vehicle, with no product return to the Supplier. In the event of a product return, Adif E.P.E. will pass on to (Railway Undertaking) the extra costs incurred for said reason.



## IV. CONDITIONS TO USE FUEL FACILITIES - TAX WAREHOUSE TYPE - TO SUPPLY EXEMPTED DIESEL B TO RAILWAY VEHICLES

Use conditions (CU) for these facilities are included in the Catalogue of Services of the Network Statement, published on Adif website. The following are particularly relevant:

- (Railway Undertaking) shall make a proper use of the facility for the intended purposes.

- (Railway Undertaking) shall comply with the requirements in terms of rail safety and, in particular, the relevant qualifications for railway personnel and railway rolling stock conditions, as well as in terms of occupational risk prevention.
- When due to bad performance of (Railway Undertaking) a fuel spill occurs at the facility during diesel supply, RU shall comply with current environmental legislation regarding soils, spills, noise, emissions, waste and dangerous substances, at their own expense and if necessary, shall take on the recovery and environmental remediation of all contaminated land, paying for all expenses incurred by Adif EPE.
- When, as a result of a bad performance by (Railway Undertaking), an accident occurs with damage to the facility during diesel supply, they shall pay for all expenses incurred by Adif E.P.E. when repairing.

## VI. INVOICING AND PAYMENT CONDITIONS

Private prices to be applied will be those in force at all times to provide Fuel Supply Service and published in the Network Statement. The prices referred to in this Contract are without VAT.

The prices applied to provide this service do not include other services, i.e. shunting service of "traction stock supply or withdrawal from fuel supply points", or the tariff to use service facilities in their "D" mode.

1. Payments shall be monthly – at the end of every calendar month - by transfer or deposit in Adif E.P.E. bank accounts as follows: \_\_\_\_\_: IBAN \_\_\_\_\_ and \_\_\_\_\_: IBAN \_\_\_\_\_, thirty days after invoice date. Adif E.P.E shall send the invoice, including all payable amounts by (Railway Undertaking) \_\_\_\_\_, corresponding to the monthly accrual before the tenth of the month following the invoiced one. Any delays in paying the invoices presented, and without prejudice to any other relevant right, shall add up late payment interests that will be calculated in accordance with article 7, Law 3/2004, of 29 December defining measures to combat late payment in commercial operations.

Furthermore standards set forth in articles 101 and 102, Rail Sector Act and other applicable regulations shall apply.

## VI. AGREEMENT TERM

This Contract shall enter into force on \_\_, \_\_\_\_\_, 20XX and shall remain valid until (one year) \_\_\_\_\_, with tacit extensions for annual periods, and may be condemned by any party six months in advance.

The Contract shall be considered tacitly extended when neither party communicates to the other their intention to not extend it six months before the deadline.

## VII. REASONS TO TERMINATE THE CONTRACT

This contract shall expire given the following reasons:

1. By mutual agreement of the parties.
2. By complaint in writing of either party with a six-month notice period, under the terms provided in this Agreement.
3. If any party breaches the contract.

Given non-compliance leading to non-payment by (Railway Undertaking) \_\_\_\_\_ of the amounts owed for service provision and without prejudice to resolving this Agreement, ADIF E.P.E. may suspend the service, after express communication to the railway undertaking. Service suspension shall be kept as long as the payment is not made, or the debt is sufficiently guaranteed.

After the Agreement is terminated for any reason, all rights and obligations arising prior to the termination shall be settled and fulfilled by both parties, without prejudice to the rights and obligations arising from said termination, in accordance with the Law or as provided hereunder.

## VIII. TRANSFER TO THIRD PARTIES

This agreement may not be transferred to third parties by neither party without a prior written consent of the other party. Any transfer that breaches this clause shall be void and the parties shall continue to be liable by virtue of this contract.

Adif E.P.E may contract with third parties the services under this agreement.

## IX. NOTIFICATIONS

For notification purposes, the parties may direct communication, by any means admitted by Law that sufficiently accredits their receipt, with the following persons designated as speaking persons by signing entities:

By (Railway Undertaking)  
Signed.: \_\_\_\_\_  
[POSITION] \_\_\_\_\_

By Adif  
Signed.: \_\_\_\_\_  
[POSITION]: \_\_\_\_\_

## X. APPLICABLE LAW AND COURTS

The supply under this Agreement shall be governed and interpreted by Railway Sector Act and by Private Law. In accordance with article 44.4, Law 38/2015, of 29 September, on the railway sector, the National Markets and Competition Commission may hear and resolve claims made by railway undertakings and other Applicants when understood that the non-discrimination principle has been breached upon providing supplementary services. This shall be made without prejudice to the competence of ordinary jurisdiction to resolve any controversy that may arise regarding the determination or payment of private prices.

For these purposes, the parties shall submit to the Courts of Madrid capital city, waiving any other jurisdiction.

## XI. CONFIDENTIALITY AND DATA PROTECTION

Both parties shall keep secret all data and information provided by Adif concerning this agreement, and the successful bidder shall keep said information confidential and secret, and not reveal it in any way, neither whole nor in part, to any natural or legal person that is not a party to the agreement.

Personal data shall be processed by the state-owned business Entity Administrador de Infraestructuras Ferroviarias (ADIF) in order to perform the management and maintenance of service provision. The legal basis of this data treatment is service provision. Your data shall be kept for the time set forth by applicable law and shall not be transferred to third parties except for legal obligations.

You can access your data, rectify or delete them, refuse to its treatment and request its limitation by directing your request to the address: email of the delegate dpd. adif@adif.es or by postal mail at Calle Sor Ángela de la Cruz, 3-7ª Plant, 28020 - Madrid accompanying a photocopy of your ID or Passport.

And in proof of conformity they sign this Contract, in two copies, in the place and on the date expressed in the heading.

By (Railway Undertaking)

By Adif

Signed.: \_\_\_\_\_

Signed.: \_\_\_\_\_

[POSITION] \_\_\_\_\_

[POSITION]: \_\_\_\_\_





## ANNEX I

### SUPPLY POINTS

- In accordance with Adif Network Statement.

### SERVICE PROVISION

- Services shall be provided as determined in the “service offer, definition and description” corresponding to the **basic service SB-2** published in Adif Network Statement.

### PRICES FOR SERVICE PROVISION

- Applicable private prices shall be the ones in force at any time for Basic Service provision **SB-2** published in Adif Network Statement.
- To the actual cost/m3 shall be added the cost of the supply service set out in the Adif Network Statement.



# AGREEMENT TO PROVIDE TRACTION POWER SUPPLY SERVICES TO: (RAILWAY UNDERTAKING), BY THE STATE-OWNED COMPANY ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS ADIF-ALTA VELOCIDAD

In Madrid, \_\_\_\_\_ 20XX

## Together:

On the one part Mr./Ms (Name) \_\_\_\_\_ (Position) \_\_\_\_\_ of the state-owned entity ADIF - Alta Velocidad, acting on behalf of ADIF - Alta Velocidad EPE, hereinafter ADIF - Alta Velocidad, with address in C/ Sor Ángela de la Cruz, Nr. 3, CP 28020 - Madrid, with Tax Identification Nr. \_\_\_\_\_, state-owned entity governed by Royal Decree Law 15/2013, of 13 December, Law 40/2015, of 1 October, Legal Regime of the Public Sector, under development standards of both, in their Statutes, as approved by Royal Decree 1044/2013, of 27 December, in the budgetary law and other applicable standards .

And on the other, Mr./Ms (Name) \_\_\_\_\_, with Tax Id No. \_\_\_\_\_, (Position) \_\_\_\_\_, who acts on behalf of (Railway Undertaking) \_\_\_\_\_, with registered office in \_\_\_\_\_ with Tax Identification Nr. \_\_\_\_\_, by virtue of the deed granted before the Notary Public in \_\_\_\_\_ Mr./Ms \_\_\_\_\_, on \_\_\_\_\_ 20\_\_, with protocol number \_\_\_\_.

The parties hereof recognize their mutual legal capacity to sign and grant this Agreement, and for this purpose:

## State:

That on 14 December 2013, Royal Decree Law 15/2013 of 13 December was published in the Official State Gazette on restructuring the state-owned entity “Administrador de infraestructuras Ferroviarias” (Adif) and other urgent economic measures to create the entity ADIF - Alta Velocidad, and its additional provision 3 provides for the application to ADIF - Alta Velocidad of article 40.3.a), Law 39/2003, of 17 November of the Rail Sector, on the obligation of the Railway Infrastructure Manager to provide supplementary services to supply electric power in railway infrastructures integrated in the General Interest Railway Network to the railway undertakings that request it.

That on 30 September 2015, Law 38/2015, of 29 September, on the rail sector was published in the Official State Gazette. In accordance with Article 22 in said Law railway infrastructures management and construction shall correspond, within the scope of state competence, to one or several public business entities attached to the Ministerio de Transportes, Movilidad y Agenda Urbana, among its powers under Article 23.1 .i of Law 38/2015, includes the provision of supplementary and ancillary services to rail transport service, amongst which is the supplementary supply service of traction power, defined as such by articles 44 and following ones, under said Law related with Annex I to said standard.

On the other hand, and in accordance with ADIF - Alta Velocidad Network Statement, every railway undertaking, with the corresponding license and with Safety Certificate according to Line, shall sign an agreement with ADIF - Alta Velocidad in order to obtain traction power supply, a supplementary service offered by ADIF - Alta Velocidad.

(Railway Undertaking) \_\_\_\_\_, a railway undertaking with the corresponding license and safety certificate, wants to be provided with traction power supply service by ADIF - Alta Velocidad, reason why both entities have agreed hereupon, in order to determine the conditions to provide this supplementary service by ADIF - Alta Velocidad, by means of their Directorate of Energy and Network Fiber, in favor of (Railway Undertaking) \_\_\_\_\_.

This Agreement determines the conditions to provide aforementioned service in accordance with the prices in force at all times, as approved by ADIF - Alta Velocidad Board of Directors, in compliance with aforementioned ADIF - High Speed Network Statement in this traction power supply section.

And by virtue of the foregoing, the parties sign this Agreement, based on the following provisions, and therefore:

## AGREE

### I. PURPOSE

The purpose of this Agreement is to set the conditions and procedures under which ADIF - Alta Velocidad undertakes and obliges to provide to (Railway Undertaking) \_\_\_\_\_, the necessary traction power supply to said railway entity, as well as the payment for such service, in accordance with the general criteria indicated in the paper subject to the prices approved by ADIF - Alta Velocidad and in accordance with ADIF - Alta Velocidad Network Statement in force at all times.

### II. SERVICE PROVISION CONDITIONS

Services included in this Agreement will be provided by ADIF - Alta Velocidad to (Railway Undertaking) \_\_\_\_\_, under the terms and prices in force at all times on ADIF-Alta Velocidad Network Statement.

The maps of Adif and ADIF- Alta Velocidad Network statements show the electrified lines of both managers.

Without prejudice to Law 38/2015 of the Rail Sector, and its implementing regulations, for whatever is not included hereunder, private sector law shall apply.

### III. INVOICING AND PAYMENT CONDITIONS

The prices referred to in ADIF- Alta Velocidad Network Statements do not include VAT.

Payments will be made monthly, for calendar months due, by transfer or deposit to ADIF - Alta Velocidad bank accounts open in Banks \_\_\_\_\_, with IBAN \_\_\_\_\_ and \_\_\_\_\_, with IBAN \_\_\_\_\_ thirty days before invoice. ADIF - Alta Velocidad undertakes to remit the invoice, comprehensive of all charges to be met by (Railway Undertaking) \_\_\_\_\_, corresponding to the monthly accrual before day ten in the month following the invoice date.

Delays in paying submitted invoices, and without prejudice to any other right that corresponds, will generate a late interest charge calculated according to Article 7, Law 3/2004, of 29 December, by which anti-delinquency measures are set in commercial operations.

Furthermore the standards provided for in articles 101 and 102 of Law 38/2015, of 29 September, on the railway sector and other applicable regulations shall apply.

Determination of affected traffic shall be set with the official documentation provided by ADIF – Alta Velocidad.

## IV. AGREEMENT TERM

This Agreement will enter into force on the signature date and shall be valid until (date) \_\_\_\_\_, with tacit extensions for annual periods, and may be denounced by any party at least six months in advance.

The Agreement shall be tacitly extended if neither party communicates to the other its intention to terminate it six months before it expires.

## V. REASONS TO TERMINATE THE AGREEMENT

This Agreement shall be considered terminated given any following reason:

1. Upon mutual agreement of the parties.
2. By written complaint of any party within a notice period of six months, under the terms provided for in this Agreement.
3. Given non-compliance of any party.

Given non-compliance caused by non-payment by (Railway Undertaking) \_\_\_\_\_ of the amounts owed upon service provision and without prejudice to concluding this Agreement, ADIF EPE may proceed to suspend the service, prior Express notice to the railway undertaking. Service suspension shall continue insofar as the payment is not due or until the debt is sufficiently guaranteed.

After the Agreement is extinguished for any reason, all rights and obligations applicable before its termination shall be liquidated and fulfilled by both parties, without prejudice to the rights and obligations resulting from such termination, in accordance with Law and with this Agreement.

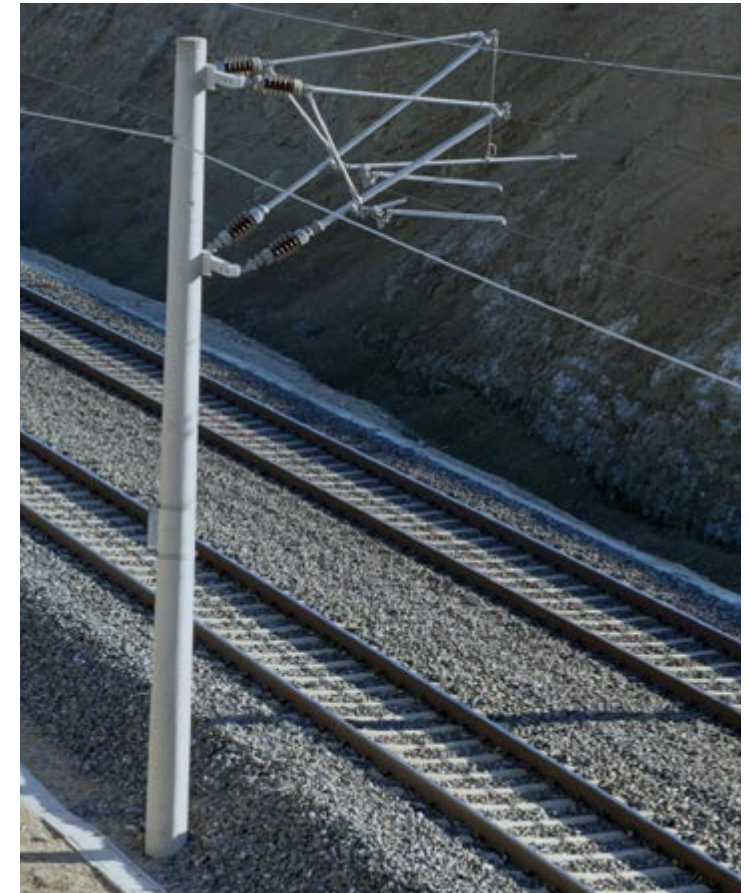
## VI. CESSION TO THIRD PARTIES

This Agreement may not be assigned to third parties by no party without a prior and written consent of the other party. Any assignment made in breach of this provision shall be void, and therefore the parties shall keep with their duties under this Agreement.

ADIF - Alta Velocidad may contract with third parties the services to which it is bound by this Agreement.

## VII. NOTIFICATIONS

For notification purposes, the parties may direct communication, by any means admitted by Law that sufficiently accredits their reception by the addressee, with the following persons designated as interlocutors by the signatory entities:





Signature ADIF - Alta Velocidad, (Name) \_\_\_\_\_, (Position) \_\_\_\_\_.

Signature (Railway Undertaking) \_\_\_\_\_ ( Name) \_\_\_\_\_, (Position) \_\_\_\_\_.

## VIII. APPLICABLE LAW AND JURISDICTION

The supply object of this Agreement shall be governed and interpreted by Railway Sector standards and by Private Law. In accordance with article 44.4 of Law 38/2015, of 29 September, Railway sector, the National Commission on Markets and Competition shall be competent to hear and resolve complaints made by railway undertakings and other applicants if understood that the principle of non-discrimination has been breached upon supplementary service provision. This is without prejudice to any dispute resolution by the ordinary jurisdiction arising from setting or paying the private prices.

For these purposes, the parties shall be subject to the Court of Madrid, waiving any other jurisdiction as may correspond.

## IX. CONFIDENTIALITY AND DATA PROTECTION

The Contracting Parties undertake to keep secret all the data and information provided for the purposes of this Agreement, and shall keep said information secret and not disclose it in any form -partially or entirely - to any natural or legal person who is not a party to the Agreement.

The parties acknowledge that all information gathered in compliance with this agreement - whether related to the service provision or to the activity or organization of any party, hereinafter, the information, is confidential, and therefore, the parties agree to not disclose it and to keep it secret and confidential, and given the case, they shall warn their employees hereof, and they shall warn any other person who due to their professional or personal relationship has access to the information.

Neither party may copy, amend, make public or disclose to any third party the information without a prior written and express authorization of the other party, except if the information was public and notorious by any other mean. As for documents that are publicly accessible, the parties undertake to put the necessary means to not disclose or transfer the information, avoiding its loss or theft.

Both parties shall warn their employees, associates, or any other person of their confidentiality duties when they gather information, and that they shall be liable given any misuse of the information related to the agreement. The parties undertake to inform the other party of any action or incident by third parties that may infringe this confidentiality duty.

The confidentiality provisions of this Agreement shall apply throughout this Agreement and shall prevail over five years upon termination.

Any personal data linked to this Agreement shall be processed by every party in accordance with General Data Protection Regulations (EU 679/2016) and Organic Law 3/2018, of 5 December, on Protection of Personal Data and Guarantee of Digital Rights. Every party shall be responsible for processing personal data of the other party.

Concerned parties are informed of their right to request access to their data, correction, deletion, limitation or to oppose to their data processing, as well as of their right to data portability, or their right to not be subject to automated individual decisions, where appropriate, by means of a document with a photocopy of the National Identity Document or similar with the Subject Data Protection addressed to the following addresses:

- To ADIF-Alta Velocidad, E.P.E. (Tax Id Q-2802152-E)
- Postal address of ADIF-Alta Velocidad Headquarters at C/ Sor Angela de la Cruz, 3, 7ª planta, 28020 MADRID.
- E-Office: <https://sede.adifaltavelocidad.gob.es/>, o en el Punto de Acceso General: [administración.gob.es](https://administracion.gob.es/), código DIR EA0008223.
- E-mail address: [dpd.adifav@adif.es](mailto:dpd.adifav@adif.es)
- For (xxxxxxx) \*\* (Tax Id Nr. \*\*)
- Postal address: Street \*\*, nº \*\*, with \*\* P.C. \*\*.
- E-mail address: xxxxxx@xxxx.es

Furthermore, the interested parties shall have the right to file a complaint to the Spanish Data Protection Agency, if they believe that any right has been breached or any data has been unlawfully processed."

And therefore they sign this Agreement,

By (Railway Undertaking)

Signature(Name)

\_\_\_\_\_

[Position] \_\_\_\_\_

By ADIF Alta Velocidad

Signature(Name):

\_\_\_\_\_

[Position]: \_\_\_\_\_





# FORMS OF LEASE AGREEMENT TO BE SIGNED WITH RAILWAY UNDERTAKINGS TO PROVIDE RELATED RAILWAY SERVICES (SB-7, SB-9)

CONTRACT NR. (-----)

## Together:

ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS, hereinafter referred to as ADIF, with address in 28020 Madrid, c/ Sor Angela de la Cruz 3, with IFRS Q-2801660-H, duly represented by (-----), acting as (-----) by proxy.

And on the other, (-----) hereinafter referred to as the LESSEE, with Spanish Tax Nr.(-----) and address in (-----) duly represented by (-----), with Spanish Tax Nr (-----) acting as (-----) according to the deed of (----) (----) (----) signed before the Notary Public of (-----) Mr./Ms. (-----) with protocol nr (----).

Both parties acknowledge and accept their legal capacity,

## Whereas:

- I.- Rail Sector Law 38/2015 of 29 September, sets in additional provision one, that the ownership and management of the railway infrastructures in the Railway Network of General Interest, correspond to the state-owned companies Administrador de Infraestructuras Ferroviarias (ADIF) and ADIF-Alta Velocidad, as set in Royal Decree-Law 15/2013, of 13 December, on restructuring the state-owned company Administrador de Infraestructuras Ferroviarias(ADIF) and other urgent measures in the economic field, and other urgent measures in the economic field, and according to Ministerial Order 2443/2013, of 27 December.
- II.- II. In accordance with the Network Statement and the "Procedure to Request Access to Service Facilities and Services Linked to or Related to Rail Transport at Passenger Stations", by Resolution of XXXXX the premises No. (-----), with (----) sqm surface was allocated to the LESSEE for ticket sale and attended information services (**SB-7**), for service personnel on board (**SB 9**) (see the Resolution attached hereto as Annex 1). The location and characteristics are described in the drawings hereto attached, as Annex 2 to this Agreement.
- III.- By virtue of this contract, both parties sign this contract, in accordance with the following:

## Provisions

### ONE. - PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to lease premises owned by ADIF, described in Exhibit II, which the LESSEE will use for ticket sales and information attended, for service personnel on board.

The railway infrastructure manager shall make available to the LESSEE said premises, upon signing a Shop Allocation Certificate by proxies of both parties, compelling to a peaceful enjoyment of the premises during the term of the Contract, except for the reasons indicated in provision two, providing for a necessary immediate recovery by the railway infrastructure manager of said premises, whereby the LESSEE is obliged to deliver it free of charges, In the same state as it was received and on the date informed by the railway infrastructure manager.

The LESSEE states that they receives the stated premises under use conditions and suitable to serve the exclusive purpose set forth, regardless of the works and investments made to adapt the premises to the intended activity.

It will be a necessary condition of the premises, that ADIF receives a copy of the insurance policies set forth in this Agreement, provision EIGHT.

### TWO. - RECOVERY OF THE SHOP BY THE RAIL INFRASTRUCTURE MANAGER DURING THE CONTRACT

1. Where maintenance and/or remodelling work involving the railway transport service is required, whether scheduled or urgent, the railway infrastructure manager may modify the capacity allocated after communicating it to the railway undertakings. The railway infrastructure manager shall, in general, communicate at least 6 months in advance of the planned execution, the completion of the scheduled maintenance and/or remodelling works. Given any urgent maintenance and/or remodelling, the railway infrastructure manager shall communicate it to the LESSEE as soon as they know it.

In said cases, the railway undertaking shall be entitled to change the economic conditions of the allocation, whether in whole or in part

2. When due to remodelling works that may be performed at the Station where the premises are located, as a result of operational requirements and of public rail service, or in compliance with administrative provisions, or in execution of urban plans, it is impossible for the LESSEE to perform the activity at the leased premises, it shall have the right to be compensated in the part pending to amortize the investments, The railway infrastructure manager shall notify in writing that the capacity is revoked at least 6 months in advance of the actual date.
3. In any of the above cases, the railway infrastructure manager shall, whenever possible, provide alternative premises. Should a third railway undertaking requests space to provide the services hereunder during this contract, as described in provision 1, the coordination procedure laid down in Commission Regulation 2017/2177 of 22 November 2017 on access to service facilities and related rail services shall be followed.

### THREE. - TERM OF THE CONTRACT

**3.1** This Agreement shall enter into force upon its signature, over a term of XXX years, starting as from (-----) or upon transferring the premises to the LESSEE. This date shall be included in a Certificate of provision including also the expiry date on (-----) (-----). If the agreement has a maximum term of ten years, the LESSEE commits to be a contracting party for five years.

ADIF ADIF guarantees staying at the allocated premises over said period, as well as its investments therein under the terms provided for in this agreement.

ADIF may sign agreements extending the period foreseen for this type of requests, given investments at the premises to be amortized longer than the agreement term.

**3.2** At the end of the contractual term, and without any prior requirement, the LESSEE shall evict and make available to the railway infrastructure manager the leased premises, in the same state as it was originally in, unless expressly agreed by THE RAILWAY INFRASTRUCTURE MANAGER.

**3.3** In order to terminate the agreement beforehand upon request of any party, they shall reliably notify the other party of this decision at least SIX MONTHS before the termination date.

Should the LESSEE disclaim the Contract in advance, the railway infrastructure manager may require a payment to the LESSEE of a penalty, compensation equivalent to 50% total income, if the service was been used half the contractual term. If the service has been used longer than half the duration of the contract, there is no penalty.

**3.4** Should ADIF require amending the contract, in application of the “procedure to request access to service facilities and services related to, or related to rail transport at Passenger Stations”, the LESSEE shall be entitled to compensation for outstanding investments which, on the modified space, had been approved by ADIF and made by the LESSEE, complying with Provision Seven.

**3.5** Should the railway infrastructure manager detect that the use level of the premises is less than (80% at coordinated stations or 50% at other stations, unless this is for non-economic causes outside the control of the LESSEE), the LESSEE shall be required to use said premises. If - within one month - this requirement is not met, the railway infrastructure manager may resolve the contract, and the LESSEE shall not be entitled to compensation.

## FOUR. - INCOME

**4.1** The LESSEE will pay to ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS by virtue of this Contract an annual income of XXX EURO, calculated in accordance with the prices set down in the valid Network Statement for every service hour.

Anyhow, the costs of consumption, supplies, services, cleaning or maintenance for using the premises, which shall be borne by the LESSEE, shall not be included in the income. Neither are common expenses included which, where appropriate, shall be paid for.

**4.2** These incomes payable to THE RAILWAY INFRASTRUCTURE MANAGER by the Lessee shall begin to accrue as from the Start of the activity, which shall be recorded in the signed Minutes by the parties and not later THAN SIXTY (60) DAYS after providing the shop

**4.3** Income payment shall be made by months in advance, when the RAILWAY INFRASTRUCTURE MANAGER presents the corresponding invoice, by bank transfer, to any account owned by THE RAILWAY INFRASTRUCTURE MANAGER.

**4.4** Afore amounts don't include VAT, so these figures will be increased with the legal VAT applicable at all times.

**4.5** Should the LESSEE not pay any aliquot part of the income, these shall bear the interest on the non-payment date and there from.

## FIVE. - AUTHORIZATIONS AND LICENSES

The LESSEE shall request and obtain for its own account and charge all authorizations and licenses, both national, autonomous and local, currently in force or which may be issued in the future, and which are legally mandatory to provide their activity at the premises leased by THE RAILWAY INFRASTRUCTURE MANAGER.

THE RAILWAY INFRASTRUCTURE MANAGER declines any responsibility in the event that the activity to be performed by the LESSEE begins without the required credentials, licenses and authorizations.

The LESSEE may urge to terminate the contract in advance, without penalty, if the indicated licenses, authorizations or permits are not granted, revoked or limited during the contractual term, for reasons beyond the will of the lessee.

In addition, the lessee shall request as many permits or licenses as necessary to do the works, in accordance with provision seven hereunder.

## SIX. - GUARANTEE

In accordance with article 36, Urban Leases Act, the LESSEE has given the RAILWAY INFRASTRUCTURE MANAGER, as a legal guarantee, an amount equivalent to two monthly instalments of the annual income for the first contractual year, i.e. (-----) EURO, (----- EURO). (REMOVE IF NON-APPLICABLE)

In accordance with article 36.6, the Urban Leases Act, the LESSEE is exempt from the obligation to provide a bank guarantee. (REMOVE IF NON-APPLICABLE)

The guarantee shall be for the exact fulfilment of the duties assumed by the LESSEE by virtue of the contract.

If the guarantee is paid in full or partially due to a non-compliance by the LESSEE, they shall fully compensate it over a maximum of seven working days starting as from the payment date thereof.

Subject to the contractual termination and provided no pending duties of the LESSEE, the RAILWAY INFRASTRUCTURE MANAGER shall return the legal guarantee which, in no event shall serve to set in advance the maximum limit of the Lessee's liability. Therefore, if the damage to the RAILWAY INFRASTRUCTURE MANAGER exceeds the amount set out in the guarantee, the LESSEE shall pay the difference.

The legal bond will be updated if legally applicable.

## SEVEN. - WORKS AND INVESTMENTS IN FACILITIES

### 7.1 WORKS ON SPACES AND FACILITIES

Any work to be performed at spaces and facilities given shall be payable and the responsibility of the LESSEE, and shall always require a written authorization of ADIF, prior to their start.

The significant milestones for actions in this chapter are outlined below:

- a) Constructive project.

The LESSEE shall account for the document submitted to the railway infrastructure manager for an express approval thereof.

A certificate signed by the expert responsible for drafting the project and endorsed by the competent Official College, shall be annexed to justify the compliance in said

project with the conditions of functionality, safety and habitability established in the technical, urban and sectoral regulations of the activity.

b) Project's Certificate of conformity.

This document serves as an accreditation to review and approve the project submitted by the LESSEE, including the type of investments and amounts approved (IA).

c) Certificate of starting the works.

It is a document on the starting of works and shall contain at least information on the starting date, an execution time limit for execution, and the expected amount of the works.

d) Execution of the works.

These shall be performed by the LESSEE, who is solely responsible for any payment linked to the works, and for obtaining and paying all licenses, permits and fees from Local, Autonomous or State Administration as necessary to perform the works. They shall also be responsible for any compensation arising from a failure to comply with the general or particular provisions relating to social security, occupational health of workers doing said works, and of all damages to third parties linked to the works, and shall also comply with every requirement relating to regulations on preventing occupational risks and all ADIF regulations.

The railway infrastructure manager may perform inspection and follow-up visits to the works, and shall have access to all technical documentation of the works. Any amendment to the approved project shall be duly authorized by the railway infrastructure manager prior to its execution, and shall not be implemented without said authorization.

e) Investment verification report

When the works are completed, it is the document by which the works performed are attested, conveniently accrediting, that they have been liquidated to the suppliers and determining the final amount of work for contractual purposes, given the case.

The conformity of the railway infrastructure manager with the project and the works shall not relieve the LESSEE of its responsibility for any defects that may exist and any consequences arising there from.

## 7.2 INVESTMENTS AND THEIR TREATMENT

The LESSEE shall perform the necessary works to start the activity intended on the leased property, thus equipping it, as required (electricity supply, water, gas, cooling system, heating, etc) in agreement with the project to be approved by ADIF within maximum THREE MONTHS. Should the LESSEE not perform above-mentioned works over the term agreed upon, ADIF may terminate the agreement after the relevant written communication.

The premises will have electrical and communication sockets to install own equipment.

Should the LESSEE consider that it is necessary to perform any work, they shall submit to the railway infrastructure manager the corresponding project, to be expressly authorized for execution. The execution authorization shall be included in the Addendum to the Contract, which includes every contract amendment agreed upon hereunder.

The proposal for these investments, after the railway infrastructure manager analysis it shall be classified as:

## Investments in fixed facilities

The railway infrastructure manager may require the amount to be guaranteed during the contract term if these are necessary and duly justified.

The entire investment shall normally be fully amortized over the full contract term, and at the end of the contract the works or facilities performed by the LESSEE shall always be in the interest of the railway infrastructure manager, and the LESSEE shall hold no right to compensation except for the part pending depreciation as approved by the railway infrastructure manager before terminating the contract.

### Guaranteed amount

It is calculated using the following formula:

$$I_g = I_v \times M_p / D_u$$

Where:

$I_g$  is the guaranteed amount.

$I_v$ , is the amount of investments made, checked and linked to the given space. (The invested amount must be less than or equal to the amount of the Approved Investment, the)

$M_p$  is the number of months until the end of the depreciation, in accordance with the depreciation plan authorized by the railway infrastructure manager.

$D_u$ , is the total period in months that the depreciation lasts, in accordance with the depreciation plan authorized by the railway infrastructure manager.

In order to calculate the guaranteed amount it will be necessary that, upon completing the investment, the LESSEE provides the railway infrastructure manager with the appropriate certifications, invoices or documents which prove sufficiently, in the opinion of the railway infrastructure manager, the total cost thereof, disaggregating the amount of removable facilities, providing also proof that the works have been duly paid off to their suppliers.

### Rights on the guaranteed amount

In the event that the contract is resolved for reasons not attributable to the LESSEE, the latter shall be entitled to receive from the railway infrastructure manager a compensation equivalent to the guaranteed amount ( $I_g$ ). The LESSEE may not claim any other compensation.

In the event that the contract is resolved for reasons attributable to the LESSEE, the latter shall not be entitled to paying the guaranteed amount ( $I_g$ ) for the investments made, and the works shall benefit the railway infrastructure manager.

#### b) Investing in mobile or removable facilities.

The LESSEE undertakes to leave the space ceded as it was delivered, withdrawing to its account and charge any removable or mobile facility used at the shop, guaranteeing, when determined, the transition of operators as provided for in this document.



### 7.3. TERM TO IMPLEMENT THE WORKS AND FACILITIES

The works described in the previous points shall begin within the time limit agreed.

If, after the period referred to in the previous section on starting the works, these have not started without due cause, the latter may terminate the contract, with a right to compensation with the guarantee.

The LESSEE may request to extend the time limits set to start and terminate the works, it shall be granted by the railway infrastructure manager given any reasons beyond the LESSEE that justify a delay to start the works. The railway infrastructure manager may at all times, inspect the works, to verify that they satisfy the approved project, without any responsibility for aid inspection or control for the railway infrastructure manager. After completing the works, a record indicating the new facilities shall be issued as part of this contract.

## EIGHT. - INSURANCE

The LESSEE shall have taken over a global insurance policy covering the risks of fire and other damage to property and liability for a minimum amount of 150.000.- EUROS (ONE HUNDRED AND FIFTY THOUSAND EUROS) each, guaranteeing that in the event of a disaster, the corresponding compensation to cover the risks of any damage caused, during the execution of works, shall be paid for - if any - whilst executing the activity at the leased premises.

Upon signing the contract, the LESSEE provides ADIF with a copy of the contracted insurance policy certificate and undertakes to refer to ADIF from time to time, proof of the policy premium's updated payments. The LESSEE also undertakes to notify ADIF of any changes in the policy or change of insurance company that may occur during the agreement term.

The LESSEE assumes directly personal responsibility for any compensation exceeding the amount specified in afore paragraph.

These insurances shall be contracted with an insurance company that complies with the requirements in Law 20/2015, of 14 July, on management, supervision and solvency of insurance and reinsurance companies, or any standard replacing it. The insurance policy shall start covering ADIF not later that the date when the premises are handed over.

The LESSEE shall pay insurance premiums in a timely manner and provide an annual copy to the RAILWAY INFRASTRUCTURE MANAGER, with the relevant payment receipt.

## NINE. - USE AND PRESERVATION

The LESSEE shall use the Site with due diligence and exclusively for the use described in provision one, and shall not do anything to damage it. It is forbidden to store or handle hazardous materials.

The LESSEE undertakes to keep in good condition the facilities, equipment and elements of the activity, as well as to clean the leased premises, and to repair any damage arising from the Lessee's operation, ensuring a permanent conservation in perfect condition.

The LESSEE undertakes to prevent any usurpation or harmful novelty by third parties.

The LESSEE shall give The RAILWAY INFRASTRUCTURE MANAGER access to get inside the premises or to whom they authorize both to inspect and to verify the necessary maintenance or repair works.

The LESSEE undertakes to satisfy every standard, regulation or statute the RAILWAY INFRASTRUCTURE MANAGER issues to develop activities within railway enclosures, if any, and to implement the instructions of the RAILWAY INFRASTRUCTURE MANAGER in order to repair and maintain the building's railway facilities and services. In particular, it shall observe the requirements arising from article 16 of Law 38/2015, of 29 September, on the railway sector, regarding the works and actions to be performed in public domain and railway infrastructure protection areas.

## TEN. - SAFETY MEASURES

It is the sole responsibility of the LESSEE, to take every necessary safety measure according to the standards in force on fire protection, ensuring at all times that the activity to be developed is performed without risk to people, things or the premises leased by THE RAILWAY INFRASTRUCTURE MANAGER.

The measures referred to above shall be taken, if necessary, in coordination with the Station's safety service, at its own expense and in charge of strengthening the monitoring services, if both parties deem it necessary.

The LESSEE shall at all times comply with the current or future standards, at a national, autonomous or municipal level, governing the operation, safety and conditions of premises intended for a particular activity therein performed.

The Railway Infrastructure Manager disclaims any liability for damages to third parties when the LESSEE does not comply with safety measures or applicable standards.

## ELEVEN. - SUPPLIES

Supplies necessary to perfectly perform the activity on the premises and leased spaces shall be contracted directly at the expense of the LESSEE with the respective suppliers, and the former shall pay for any installation required.

Should the LESSEE be unable to directly contract the supplies with supplying companies, the RAILWAY INFRASTRUCTURE MANAGER, if responsible for the provision of the supplies, shall calculate the consumption costs in accordance with the prices set in the Network Statement for every service hour.

The LESSEE waives the claim of THE RAILWAY INFRASTRUCTURE MANAGER for any damage caused by an incident to these supplies, provided that said incidents do not result in causes attributable to the rail infrastructure manager.

## TWELVE. - PROHIBITIONS

The assignment, subcontracting and transfer of any title, as well as subcontracting to third parties the premises leased under this Contract, is prohibited, except given prior written authorization of THE RAILWAY INFRASTRUCTURE MANAGER. The assignment, transfer or subcontracting without consent shall be cause enough to terminate the lease.

Articles 32 and 33 of the existing Urban Leasing Act are expressly excluded.

The preferential acquisition right under article 31 related to article 25, L.A.U, is also excluded.

## THIRTEEN - CONTRACT SUSPENSION

The LESSEE shall have the right to choose whether to suspend or to discontinue the contract (without compensation of any kind) only and exclusively when the

competent authority or THE RAILWAY INFRASTRUCTURE MANAGER agree (as required or advised by public railway service operation) upon temporary closing the station.

Suspending the contract shall mean, until the closing ends, that the contractual term shall be terminated and that the obligation to pay the rent shall be suspended. However, restarting the contract will sum up the time elapsed to update the income according to the terms set out in the contract.

## FOURTEEN. - REASONS TO RESOLVE THE CONTRACT

This Contract shall be resolved, in addition to the causes provided for in the legal system, by the following:

- 14.1** Should the LESSEE not fully pay the rent over three months or longer, and if the breach is not solved within ten days after ADIF requires it, it shall be resolved without any judicial or extra-judicial claim.
- 14.2** Failure to fully pay the guarantee, and the LESSEE has not corrected it within one month after it was required by THE RAILWAY INFRASTRUCTURE MANAGER.
- 14.3** Sublauging or non-approved assignment.
- 14.4** Damages dolfully caused to the property.
- 14.5** Assignment of the premises leased by THE RAILWAY INFRASTRUCTURE MANAGER to activities other than those provided for in this Contract.
- 14.6** For repeatedly and seriously preventing or prohibiting the access of THE RAILWAY INFRASTRUCTURE MANAGER to the leased premises in order to perform as many checks and inquiries as they deem necessary.
- 14.7** To perform in the leased premises works not previously authorized in writing by THE RAILWAY INFRASTRUCTURE MANAGER.
- 14.8** If, after performing the works under provision SEVEN in this Agreement, ADIF verifies that these are not as agreed upon and the LESSEE does not correct these in three months upon request by ADIF to do the works as agreed upon.
- 14.9** Should the LESSEE be penalised by the Administration or by the Courts, by firm resolution or judgment, on the grounds of serious faults that may prejudice the prestige or image of THE RAILWAY INFRASTRUCTURE MANAGER.
- 14.10** If it is not signed and/or the insurance is not fully paid off, as provided for under Provision EIGHT, if the non-compliance is not solved one month after ADIF requires it to the LESSEE.
- 14.11** Given any non-compliance with the operational standards, safety and conditions of the premises, in accordance with the activity performed therein, without any need for judicial or extra-judicial claim, provided that the non-compliance was not remedied within ten days after the LESSEE is required to do so by THE RAILWAY INFRASTRUCTURE MANAGER.
- 14.12** As the LESSEE does not hold the authorizations and licenses necessary to perform the activity and the works.
- 14.13** For abandoning the premises

The RAIL INFRASTRUCTURE MANAGER shall notify the LESSEE in writing of the cause of resolution it has incurred.

In all these cases of termination the works performed or a first fitting, maintenance or improvement shall be free of charge for the RAILWAY INFRASTRUCTURE MANAGER who shall benefit of the premises. And the LESSEE shall not be entitled to receive any amount in compensation, or outstanding depreciation.

If LESSEE unilaterally decides to resolve the contract prior to the agreed maturity, whatever the cause, all works performed shall also be for the benefit of the premises. And the RAILWAY INFRASTRUCTURE MANAGER shall pay no amount to the LESSEE for compensation, or pending depreciation.

Similarly, this contract shall be resolved in accordance with provision two on the recovery of premises by THE RAILWAY INFRASTRUCTURE MANAGER, and three of this document concerning the advance resolution by the LESSEE, as well as the termination by THE RAILWAY INFRASTRUCTURE MANAGER because the premises have not been used to a minimum required level.

## FIFTEEN. - TERMINATION OF THE CONTRACT

In addition to the other causes covered by this contract, the lease shall be terminated:

- a) Over the valid term of the contract or the extensions agreed upon, expressly excluding the application of Article. 34 of L.A. U.
- b) Death of the leased natural person, in which case the subrogation mortis cause of art. 33 L.A.U. O is excluded, or the Leasing Legal Entity is dissolved.
- c) Loss of the leased property for reasons not attributable to THE RAILWAY INFRASTRUCTURE MANAGER.
- d) Any other agreement between the parties.

In no case provided for in this clause shall the LESSEE be entitled to any compensation.

Furthermore, the Agreement will terminate upon ending the ticket sale services and attended information (SB-7), service personnel on board (SB 9) linked to the space allocated to XXXXXX.

## SIXTEEN. - ADVERTISING AND ROTULES

To install any decal outside the leased premises, relating to the activity of the LESSEE inside the premises, the latter shall first request and obtain the express written authorization of THE RAILWAY INFRASTRUCTURE MANAGER.

Doing or installing any type of advertising outside the premises leased by THE RAILWAY INFRASTRUCTURE MANAGER is prohibited. Fitting light signs, even inside the premises, is also prohibited without a prior authorization of THE RAILWAY INFRASTRUCTURE MANAGER.

## SEVENTEEN- LIABILITIES

THE RAILWAY INFRASTRUCTURE MANAGER shall not be liable for any damage loss or damage to the furniture or fixtures within the leased premises. Furthermore, THE RAILWAY INFRASTRUCTURE MANAGER waives any liability for accidents occurring within the premises in the contract whatever the cause, against the employees of the LESSEE and against third parties, for all of which the LESSEE shall always be held liable and for the total amount of the corresponding compensation.

## EIGHTEEN - EXPENSES AND TAXES

The LESSEE shall pay for all taxes that, currently or in the future tax on the activities at the leased premises, or if they are levied on the occupied premises, even if they were paid to ADIF. Furthermore, any expenses or taxes that may be levied on this Agreement or any physical or legal operation hereunder.

It is expressly agreed that the LESSEE will pay the Real Estate Tax levied on the premises, even if ADIF has paid it.

## NINETEEN - WASTE REMOVAL

The LESSEE undertakes, at its own expense, to remove all waste generated as a result of private works at their premises and/or their activity. The removal of such waste shall be carried out in accordance with environmental legal provisions in force, and with an Environmental Manager where required, providing a copy to THE RAILWAY INFRASTRUCTURE MANAGER of the documents subscribed to remove all waste

## TWENTY. - RISK PREVENTION. BUSINESS COORDINATION

In compliance with Royal Decree 171/2004, of 30 January, which implements Law 31/1995, provision 24, of 8 November, on Prevention of Occupational Risks, in terms of coordination of business activities, the successful tenderer shall establish contact with the person dedicated to the Prevention of Occupational Risks of any center linked to this Agreement.

Operational procedures to coordinate business activities shall apply

P.O.P. 12 and P.O.P 16, apply to the extent of this Agreement.

If it is necessary to have an administrative authorization for the purposes of this Agreement over its term, the person signing this agreement shall obtain said compulsory authorization. It is also obliged that the personnel or means providing their services in the railway field have the mandatory training and qualification, according to applicable sector regulations, that allow them to perform their functions with the proper guarantees of safety and efficiency.

## TWENTY-ONE. - COMMUNICATIONS

All communications addressed by the LESSEE to THE RAILWAY INFRASTRUCTURE MANAGER in connection with this contract should be addressed to the Trade Management Branch of the Commercial Operations Division, located at C/ Sr. Angela de la Cruz nº 3, 3rd floor, 28020 (Madrid), with a receipt notice.

The ones addressed by THE RAILWAY INFRASTRUCTURE MANAGER to the LESSEE shall be sent to the address shown in the heading of this Contract.

As long AS THE RAILWAY INFRASTRUCTURE MANAGER does not receive communication from the LESSEE notifying any anomaly, the contract shall be deemed to be normally executed

## TWENTY-TWO. - NOVATION

Every covenant and condition set out in this contract may not be amended or novated without any specific agreement of the parties that must be signed by the same grantors or by persons with sufficient powers to do so.

## TWENTY-THREE. - LEGAL REGIME

This Contract shall be governed by the terms and agreements in these specific conditions and, insofar as it does not contradict them, by Law 29/1994, of 24 November on Urban Leases and, whatever is not provided for under these rules, by the provisions of Law 33/2003, of 3 November, Public Administration Heritage and other applicable private law rules.

Likewise, the documentation that served as a basis to allocate this contract, No. (-----), as well as the documentation provided by the LESSEE during file processing.

## TWENTY-FOUR. - DOCUMENTS THAT ARE PART OF THE CONTRACT

In addition to these particular conditions, the following documents are in this Contract:

- ANNEX 1:** Allocation resolution.
- ANNEX 2:** A descriptive plan of the area and other characteristics of the leased premises.
- ANNEX 3:** Communication of the lease term requested by the leasing party.

## TWENTY-FIVE. - JURISDICTION

For any questions that may arise from interpreting and complying with this Agreement, and in accordance with Law on Legal Assistance to the State and Public Institutions, provision 15, applicable to the state-owned company, the parties, with express waiver to any other lawful jurisdiction and address, shall submit to the Court of Madrid to settle any claim under common national law of both parties.

## TWENTY-SIX. - CONFIDENTIALITY AND PERSONAL DATA PROTECTION

The Contracting Parties shall undertake to keep in secret all the data and information provided and concerning the purpose of the contract, and shall keep such information secret and not disclose it in any form, in whole or in part, to any natural or legal person who is not a party to the contract.

The personal data dealt with in this contract shall be processed by every party in accordance with General Data Protection Regulations (EU 679/2016) and Organic Law 3/2018, of 5 December, on Protection of Personal Data and Guarantee of Digital Rights. Every party shall be responsible for processing personal data collected from the other party, including the identity, contact details and proxy in the heading of the contract. The purpose of this processing is to manage and execute the contract, keeping the data over the term of the contract and the time thereafter as legally required. The data may be communicated to Public Authorities in order to comply with any legal obligations arising from the contract.

Interested parties are informed of their right to request access to their data, rectification, deletion, limitation or to oppose to their data processing, as well as of their right to data portability, where appropriate, by means of a document with a photocopy of the National Identity Document or similar (Tax Id) with the Subject Data Protection addressed to the following addresses:



By Administrador de Infraestructuras Ferroviarias E.P.E. (CIF Q-2801660-H)

Postal Address: Avenida Pio XII, 97, Madrid (28036).

E-mail Address: [dpd.adif@adif.es](mailto:dpd.adif@adif.es)

For (-----)

Postal address: (-----).

E-mail address: (-----).

Furthermore, the interested parties shall have the right to file a complaint to the Spanish Data Protection Agency, if they believe that any right has been breached or any data has been unlawfully processed.

Interested parties may contact the Data Protection Delegate of every liable person given the case, by contacting them through one of the channels indicated above.

## TWENTY-SEVEN. - AGREEMENT SEALING

All the folios that make up this Contract and other Annexes have been sealed, to ensure their authenticity, by proxies of both parties.

They agree upon this purpose and for due record, and they electronically sign this Agreement, for this single purpose, and on the date of the last signature hereupon.

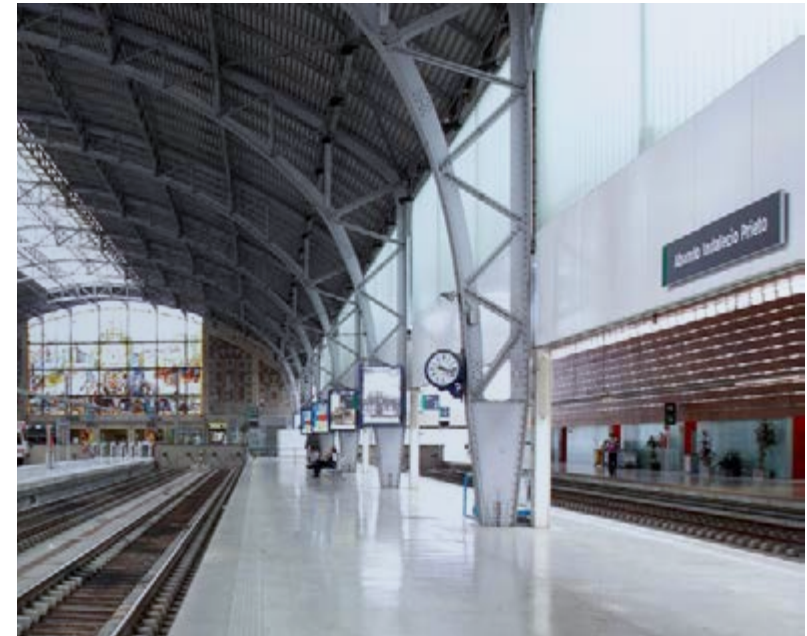
DOCUMENT IDENTIFICATION:

CONTRACT NR..

SIGNER:

THE LESSEE

ADIF



# COMPLIANCE AND PROCUREMENT FORMS TO MANAGE SPACES FOR THE PROVISION OF RELATED RAIL SERVICES (SB-8, SX-5, SX-7 AND SX-8)

## AGREEMENT No. (-----)

(-----) with Tax ID (-----) and address at (-----) with its proxy (-----), with Tax ID (-----) acting as as (-----) as under Deed signed on (----) (----) (----) before the Notary Public of (-----) Mr/Ms. (-----) with protocol number (----).

1. On (----), the railway undertaking (-----) requested ADIF to access service facilities to provide the service (SB-8 SPACE FOR TICKET MACHINES AND INFORMATION / SX-5 SPACE ON PLATFORMS FOR STORING MOBILE EQUIPMENT / SX-7 LAST-MINUTE SERVICE POINT / SX-8 LOCKERS IN SHARED LOCKER ROOMS) at (-----) station.
2. The conditions offered by ADIF are in this document, together with the agreement terms hereto attached as Annex 1:
  - Space No. SAP XXX, with XX sqm at XXX station
  - Price, as set in the Network Statement, and in force at all times. In this specific case, as it is a station of XXXXX group, the price for XXX is XXXXXX (amounts excluding VAT).
    - SB-8- The price includes power consumption. It does not include expenses for consumption, supplies, services, cleaning or maintenance arising from using the machines, which shall be paid by the LESSEE.
    - SX-5- The price includes power consumption. Specific surveillance service is not included in the price, so custody of stored items is not offered.
    - SX-8- The price includes power consumption.
  - Validity shall be as indicated in the allocation resolution, and it shall be valid the day after it is notified until the end of XXX day.

3. Whereas (-----) accepts the conditions set out in this document and Annex 1, by signing and sealing it.

DOCUMENT IDENTIFICATION:

CONTRACT NR.

SIGNER:

THE LESSEE

ADIF

## USE TRANSFER AGREEMENT TERMS

### ONE. - PURPOSE OF THE AGREEMENT

The purpose of this document is in the document of conformity signed by the LESSEE, and hereto annexed.

ADIF shall transfer to the LESSEE said premises, upon signing a the Transfer Certificate by proxies of both parties, compelling to a peaceful enjoyment of the premises during the term of the Agreement, except for the reasons indicated in provision two, providing for a necessary immediate recovery by ADIF of said premises, whereby the LESSEE is obliged to provide these free of charges, In the same state as it was received and on the date informed by ADIF.

The LESSEE states that they receives these premises under use and suitable conditions for the exclusive purpose set forth, regardless of the works and investments made to adapt the premises to the intended activity.

It shall be necessary to transfer the premises, that ADIF receives a copy of the insurance policies set forth in provision SEVEN in these Agreement Terms.

### TWO. - RECOVERY OF PREMISES BY ADIF DURING THE TERM OF THE AGREEMENT

1. Where maintenance and/or remodelling works affect railway transport services, whether scheduled or urgent, AIDF may modify the capacity allocated after communicating it to the railway undertakings. ADIF shall communicate, in general, at least six months in advance of the planned execution, that the planned maintenance and/or remodelling works are performed. In the case of urgent maintenance and/or remodelling works, ADIF shall communicate it to the LESSEE as soon as possible.

In said cases, the railway undertaking shall be entitled to change the economic terms of the allocation - whether in whole or in part - during the works.

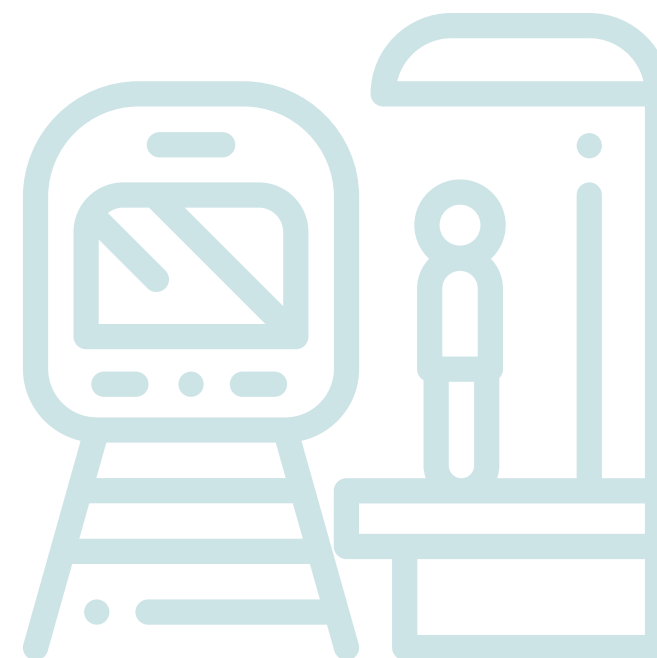
2. If as a result of authorized remodelling works at the Station - where the premises of this Agreement are located - due to operational public railway service' needs, administrative provisions, or in execution of urban plans, it is impossible for the LESSEE to perform its activity at the transferred premises, they will have a right to be compensated in the investment's depreciation amount, as approved by ADIF prior to revoking the capacity.
3. In any of the above cases, ADIF shall, whenever possible, provide alternative premises. Should a third railway undertaking request space to provide the services hereunder, as described in provision 1, the coordination procedure laid down in Commission Regulation 2017/2177 of 22 November 2017 on access to service facilities and related rail services shall be followed.

## THREE. - AGREEMENT TERM

- 3.1 The term of this contract is shown in the allocation resolution, under the terms indicated in the conformity document.

ADIF guarantees staying at the allocated premises over said period, as well as investing therein under the terms provided in this document.

- 3.2 At the end of the agreement term, and without any prior requirement, the LESSEE shall evict and make available to ADIF the transferred premises, in the same original status, unless otherwise and expressly agreed upon by ADIF.
- 3.3 In order to terminate the contract beforehand upon request of any party, they shall reliably notify the other party of this decision at least THREE MONTHS before the termination date.
- 3.4 Should ADIF require amending the agreement, in application of the "procedure to request access to service facilities and services related to or related to rail transport at passenger stations", the LESSEE shall be entitled to compensation for the outstanding investments to be amortized which, on the modified space, were approved by ADIF and made by the LESSEE
- 3.5 Should ADIF detect that the use level of the premises is less than (80% at coordinated stations or 50% at other stations, unless this is for non-economic causes outside the control of the LESSEE), the LESSEE shall be required to use said premises. If - within one month - this requirement is not met, ADIF may resolve the Agreement, and the LESSEE shall not be entitled to compensation.



## FOUR. - INCOME

- 4.1 The income of this Agreement will be determined according to the Network Statement in force at all times
- 4.2 The income payable to ADIF by the LESSEE shall begin to accrue on the transfer date of the premises, and it will be written in the Record signed by the parties.
- 4.3 Income payment shall be made by months in advance, when ADIF presents the corresponding invoice, by bank transfer, to any account owned by ADIF:
- 4.4 Afore amounts don't include VAT, so these figures will be increased with the legal VAT applicable at all times.
- 4.5 Should the LESSEE not pay any aliquot part of the income, these shall bear the interest on the non-payment date and therefrom.

## FIVE. - AUTHORIZATIONS AND LICENSES

The LESSEE shall request and obtain for its own account and charge all authorizations and licenses, both national, autonomous and local, currently in force or which may be issued in the future, and which are legally mandatory to provide their activity at the premises leased by ADIF.

ADIF waives any liability if the activity to be performed by the LESSEE begins without the required credentials, licenses and authorizations.

The LESSEE may urge to terminate the agreement in advance, without penalty, if the indicated licenses, authorizations or permits are not granted, revoked or limited during the agreement term, for reasons beyond the will of the LESSEE.

In addition, the LESSEE shall request as many permits or licenses as necessary to do the works, in accordance with provision SEVEN hereunder.

## SIX. - WORKS

Any work to be performed at transferred spaces and facilities shall be payable and a liability of the LESSEE, and shall always require a written authorization of ADIF-Alta Velocidad, prior to their start.

Should the LESSEE consider that it is necessary to perform any work, they shall submit to ADIF the relevant project, to be expressly authorized for its execution. The execution authorization shall be included in the Addendum to the Agreement, which includes every agreement amendment hereunder.

The works described in the previous sections shall begin in the time limit agreed upon.

If, after the period referred to in the section prior to starting the works, these have not started without due cause, ADIF may terminate the agreement.

The LESSEE may request to extend the time limits set to start and terminate the works, and it shall be granted by ADIF given any reasons beyond the Operator that justify a delay to start the works. ADIF may at all times, inspect the works, to verify that they satisfy the approved project, and ADIF shall not be held liable for said inspection or control. After completing the works, a record indicating the new facilities shall be issued as part of this Agreement.

## SEVEN. - INSURANCE

The LESSEE shall have taken over a global insurance policy covering the risks of fire and other damage to property or Civil Liability, every one for a minimum amount of 150.000.- EURO (ONE HUNDRED AND FIFTY THOUSAND EURO) and these shall guarantee - in the event of a disaster - the payment of the corresponding compensation to cover the risks of any damage caused - during the works - if any, and whilst executing the activity at the leased premises.

Upon signing the contract, the LESSEE provides ADIF with a copy of the contracted insurance policy certificate and undertakes to refer to ADIF from time to time, proof of the policy premium's updated payments. The LESSEE also undertakes to notify ADIF of any changes in the policy or change of insurance company that may occur during the agreement term.

The LESSEE directly takes on the personal liability for any compensation exceeding the amount specified in afore paragraph.

These insurances shall be contracted with an insurance company that complies with the requirements established in Law 20/2015, of 14 July on management, supervision and solvency of insurance and reinsurers entities, or a regulation that replaces it. The insurance policy shall start covering ADIF not later than the date when the premises are handed over.

The LESSEE shall ensure ADIF that all said risks are covered, from the start of the Agreement, until it ends.

The LESSEE shall pay insurance premiums in a timely manner and shall provide an annual copy to ADIF, with the relevant payment receipt.

## EIGHT. - USE AND PRESERVATION

The LESSEE shall use the site with due diligence and exclusively for the use described in provision one, and shall not do anything to damage it. It is forbidden to store or handle hazardous materials.

The LESSEE undertakes to keep in good condition the facilities, equipment and elements of the activity, as well as to clean the transferred premises, and to repair any damage thereby ensuring s permanent perfect status.

The LESSEE undertakes to prevent any usurpation or harmful novelty by third parties.

The LESSEE shall give ADIF access to get inside the premises or to whom they authorize both to inspect and to verify the necessary maintenance or repair works.

The LESSEE undertakes to satisfy every standard, regulation or statute that ADIF issues to develop activities within railway enclosures, if any, and to implement the instructions of ADIF in order to repair and maintain the building's railway facilities and services. In particular, it shall fulfill the requirements of Law 38/2015, provision 16, of 29 September, on the railway sector, regarding the works and actions to be performed in public domain and railway infrastructure protection areas.

## NINE. - SAFETY MEASURES

The LESSEE shall take every necessary safety measure according to the standards in force on fire protection, ensuring at all times that the activity to be developed is performed without risk to people, things or the premises transferred by ADIF.



The measures referred to above shall be taken, if necessary, in coordination with the Station's safety service, at its own expense and in charge of strengthening the monitoring services, if both parties deem it necessary.

The LESSEE shall at all times comply with current or future standards, at a national, autonomous or municipal level, governing the operation, safety and conditions of premises intended for a particular activity therein performed.

ADIF disclaims any liability for damages to third parties if the LESSEE does not comply with safety measures or applicable standards.

## TEN. - SUPPLIES

If the service to be provided and set out in the conformity document does not include the supplies in the price, any necessary supply for a perfect development of the activity at the allocated space shall be directly contracted at the expense of the LESSEE with the relevant supplying companies, taking care of the consumption produced and the installation of the required connections.

Should the LESSEE be unable to directly contract the supplies with supplying companies, ADIF - if they must provide the supplies - shall calculate the consumption costs in accordance with the prices set forth in the Network Statement for every service hour.

The LESSEE waives the claim of ADIF for any damage caused by an incident to these supplies, provided that said incidents do not result in causes attributable to ADIF.

## ELEVEN. - PROHIBITIONS

The assignment, subcontracting and transfer of any title, as well as subcontracting to third parties the premises leased under this Agreement, is prohibited, except given prior written authorization of ADIF. The assignment, transfer or subcontracting without consent shall be reason enough to terminate the lease.

## TWELVE. - REASONS TO RESOLVE THE AGREEMENT

This Agreement shall be resolved, in addition to the causes provided for in the legal system, by the following:

- 12.1** If the LESSEE is overdrawn when paying the rent corresponding to three months or more, without the need for a judicial or extrajudicial claim.
- 12.2** Subletting or non-approved assignment.
- 12.3** Damages dolfully caused to the property.
- 12.4** Assignment of the premises leased by ADIF to activities other than those provided for in this Agreement.
- 12.5** For repeatedly and seriously preventing or prohibiting the access of ADIF to the leased premises in order to perform as many checks and inquiries as they deem necessary.
- 12.6** To perform in the leased premises works not previously authorized in writing by ADIF.

**12.7** If, upon doing the works referred to in provision SIX, ADIF verifies that they do not conform to the consented ones.

**12.8** Should the LESSEE be penalised by the Administration or by the Courts, by firm resolution or judgment, on the grounds of serious faults that may prejudice the prestige or image of ADIF.

**12.9** For not subscribing and/or for being overdrawn in the insurance payment, as provided for in provision SEVEN.

**12.10** For infringing or not strictly observing the regulations on operation, safety and conditions of the premises, according to the activity thereat, without the need for judicial or extrajudicial claim.

**12.11** If the LESSEE does not hold the authorizations and licenses necessary to perform the activity and the works.

**12.12** For abandoning the premises

ADIF shall notify the LESSEE in writing of the reason to terminate.

In all these cases of termination the works done shall be free of charge for ADIF who shall benefit of the premises. And the LESSEE shall not be entitled to receive any amount in compensation, or for an outstanding depreciation.

If the LESSEE unilaterally decides to resolve the agreement prior to the agreed maturity, whatever the cause, all works performed shall also be for the benefit of the premises. And ADIF shall pay no amount to the LESSEE for compensation, or pending depreciation.

Similarly, this Agreement shall be resolved in accordance with provision two on the recovery of premises by ADIF, and three of this document concerning the advance resolution by the LESSEE, as well as the termination by ADIF for not using it to a required level.

## THIRTEEN. - TERMINATION OF THE AGREEMENT

In addition to the other causes covered by this Agreement, the lease shall be terminated:

Over the valid term of the Agreement or the extensions agreed upon.

Dissolution of the legal LESSEE.

Loss of the property transferred for cause not attributable to ADIF.

Definitive closure of the railway enclosure or the place where the building is located, agreed upon by ADIF or by the competent administrative authority, if this was due to the special needs of the management and/or operation of the public railway service, to the public interest or any other reason referred to in this agreement.

Any other reason agreed upon by the parties.

In no case provided for in this provision shall the LESSEE be entitled to any compensation.



## FOURTEEN. - LIABILITIES

ADIF shall not be liable for any damage loss or damage to the furniture or fixtures within the leased premises. Furthermore, ADIF waives any liability for accidents occurring within the premises in the Agreement whatever the cause, against the employees of the LESSEE and against third parties, for all of which the LESSEE shall always be held liable and for the total amount of the corresponding compensation.

## FIFTEEN. – EXPENSES AND TAXES

The LESSEE shall pay for all taxes of any kind that currently or in the future tax on the activity performed at the leased premises, or is levied on the occupied premises, even if ADIF has paid it. Likewise, the LESSEE will pay for the expenses and taxes on this Agreement or on any physical or legal operation hereto linked.

It is expressly agreed upon that the LESSEE shall pay for the Real Estate Tax levied on the premises, even if ADIF has paid it.

## SIXTEEN. WASTE REMOVAL

The LESSEE, at its own expense, shall remove all waste generated as a result of private works at the premises or for the activity. Removing said waste shall be in accordance with applicable environmental legal provisions, and with an Environmental Manager where required, providing a copy to ADIF of the documents subscribed to remove all waste.

## SEVENTEEN. - COMMUNICATIONS

All communications addressed by the LESSEE to ADIF in connection with this Agreement should be addressed to the Business Management under the Business Operations' Division, located at C/ Sr. Angela de la Cruz No 3, 3rd floor, 28020 (Madrid), with a receipt notice.

When ADIF addresses the LESSEE, they shall send it to the address shown in the compliance document.

As long ADIF does not receive communication from the LESSEE notifying any anomaly, the agreement shall be deemed to be normally executed.

## EIGHTEEN. - LEGAL REGIME

This Agreement shall be governed by the terms and agreements in these specific conditions and, insofar as it does not contradict them, by Law 29/1994, of 24 November on Urban Leases and, whatever is not provided for under these rules, by Law 33/2003, of 3 November, on Public Administration Heritage and other applicable private law standards.

Furthermore, the documentation that served as a basis to sign this contract, as well as the documentation provided by the LESSEE during the file processing, shall apply to whatever is not indicated in these specific conditions.

## NINETEEN. - JURISDICTION

For any questions that may arise from interpreting and complying with this Agreement, and in accordance with Law on Legal Assistance to the State and Public Institutions, provision 15, applicable to this state-owned company, the parties, with express waiver to any other jurisdiction and address lawfully theirs, shall submit to the Court of Madrid, to settle any claim under common national law of both parties.

## TWENTY. - CONFIDENTIALITY AND PERSONAL DATA PROTECTION

The Contracting Parties shall undertake to keep secret all the data and information provided for the purposes of the Agreement, and shall keep such information secret and not disclose it in any form, in whole or in part, to any natural or legal person who is not a party to the Agreement.

The personal data dealt with in this Agreement shall be processed by every party in accordance with General Data Protection Regulations (EU 679/2016) and Organic Law 3/2018, of 5 December, on Protection of Personal Data and Guarantee of Digital Rights. Every party shall be responsible for processing personal data collected from the other party, including the identity, contact details and proxy in the heading of the Agreement. The purpose of this processing is to manage and execute the Agreement, keeping the data over the term of the Agreement and the time thereafter lawfully required. The data may be communicated to Public Authorities in order to comply with any legal obligations arising from the Agreement.

Interested parties are informed of their right to request access to their data, rectification, deletion, limitation or to oppose to their data processing, as well as of their right to data portability, where appropriate, by means of a document with a photocopy of the National Identity Document or similar (Tax Id) with the Subject Data Protection addressed to the following addresses:

Administrador de Infraestructuras Ferroviarias, ADIF, E.P.E. (CIF Q-2801660-H)

Postal address: Avenida Pio XII, 97, Madrid (28036).

E-mail address: dpd.adif@adif.es

Furthermore, the interested parties shall have the right to file a complaint to the Spanish Data Protection Agency, if they believe that any right has been breached or any data has been unlawfully processed.

Interested parties may contact the Data Protection Delegate of every liable person given the case, by contacting them through one of the channels indicated above.



# AGREEMENT TO PROVIDE SB-3 SERVICES TO HANDLE ITUS SIGNED WITH: (RAILWAY UNDERTAKING), BY THE STATE-OWNED COMPANY ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS

In Madrid, on \*\* \*\* \*

## Together:

On one hand, Mr./Ms. \_\_\_\_\_, with ID nr. \_\_\_\_\_, (position) \_\_\_\_\_, acting by proxy of \_\_\_\_\_ hereinafter [name of railway undertaking] or the Client, with registered office at C/ \_\_\_\_\_ no. \_\_\_\_ P.C. \_\_\_\_\_ (Locality) \_\_\_\_\_ and Tax Id. Nr # \_\_\_\_\_, by virtue of the deed granted before the Notary Public in \_\_\_\_\_, with protocol Nr. \_\_\_\_\_

And on the other, Mr./Ms. \_\_\_\_\_, (position) \_\_\_\_\_, acting by proxy of the state-owned company Administrador de Infraestructuras Ferroviarias, hereinafter ADIF, with address in Calle Sor Angela de la Cruz, 3, 28020 Madrid, with and Tx Id. Nr: Q-2801660-H, governed by their statutes approved by Royal Decree 2395/2004, of 30 December 2004, in Law 40/2015, of 1 October, on the Legal Regime of the Public Sector, in the standards to develop both, in Law 38/2015 on the Railway Sector, of 29 September, in the budgetary legislation and other applicable standards.

Both parties mutually acknowledge their legal capacity to sign this Contract.

## BACKGROUND

- I. In accordance with Law 38/2015, article 22 of 29 September, on the railway sector (LSF), the management of railway infrastructures and their construction shall be the responsibility - within the scope of State competence - of one or more public business entities under the Ministry of Public Works which, in accordance with Article 23.1(i) of above-mentioned LSF, includes providing basic, supplementary and ancillary services to rail transport service, including ITU handling service.
- II. In accordance with Royal Decree 2395/2004, of 30 December approving the Statutes of state-owned company Administrador de Infraestructuras Ferroviarias, Royal Decree-Law 15/2013 of 13 December, on restructuring the state-owned company "Administrador de Infraestructuras Ferroviarias" (ADIF) and other urgent economic measures, order PRE/2443/2013, of 27 December, on assets and liabilities of the state-owned company Administrador de Infraestructuras Ferroviarias becoming the property of the state-owned company ADIF-Alta Velocidad and ADIF and ADIF Alta Velocidad Network Statements, this service is offered by ADIF E.P.E., hereinafter ADIF.
- III. ADIF has an ITU Handling Service Catalogue, hereinafter Catalogue, which presents the services that can be provided by ADIF, either directly or indirectly management, railway undertakings which demand these or other agents interested in the operations linked thereto, including, among other things, service types, access conditions to service provision, economic conditions (prices, invoicing and payment, etc.), etc.

This Catalogue is updated and published on ADIF website: [www.adif.es](http://www.adif.es).

IV. Furthermore and in accordance with ADIF Network Statement, every client shall sign a contract with ADIF to provide UTI handling services offered by ADIF.

V. [name of railway undertaking] \_\_\_\_\_ have stated their interest in receiving ITU handling services from ADIF since \_\_\_\_ 20\_\_, and therefore both entities have agreed upon signing this Contract on ADIF terms to provide this service - through the Logistics Services Directorate - to (name of railway undertaking). This Contract sets the terms to provide said service in accordance with private prices approved by ADIF Board of Directors, in force at all times, and in accordance with Catalogue provisions. And by virtue hereof, the parties sign this Contract, based on the following provisions agreed upon

## PROVISIONS

### 1. PURPOSE

The purpose of this Contract is to set the terms of ADIF commits to lend to [name of railway undertaking] \_\_\_\_\_, as from the signature date, ITU handling service, as well as an economic compensation to be paid for said services, in accordance with a valid Catalogue.

### 2. SCOPE OF SERVICE

The scope of the ITU handling service is developed in the Catalogue available on ADIF website, including the description and commercial offer of this service provided by ADIF.

### 3. SERVICE PROVISION

ITU handling service is provided at terminals to Transport Freight included in the Catalogue available on ADIF website.

### 4. ACCESS CONDITIONS TO PROVIDE THE SERVICE

Access conditions to provide ITU handling services are included in the Catalogue available on ADIF website, highlighting among other general conditions: Those relating to the provision of the service, to the liability of the parties or other aspects that limit liability for several damages (delays in service, damage to rolling stock), a coordination and independence of the parties with regard to this provision, others regarding confidentiality, data protection and transparency of management etc., and on the other hand the following conditions necessary to provide the service to the Client: issuing a Client's request for service, ADIF's answer to these requests, a coordination procedure and purpose or non-discriminatory priority criteria with the aim at achieving an efficient use of the available capacity.

### 5. SAFETY CONDITIONS TO PROVIDE THE SERVICES

Upon signing this Agreement, both parties undertake to sign Annex I, and thereupon make corresponding service requests



## 6. VALIDITY AND TERM

This Contract shall enter into force on \_\_\_\_\_ of 20\_\_ and shall be valid until (one year) \_\_\_\_\_, with tacit extensions for annual periods, and any party may stake a claim with a three-month advance notice.

The Contract shall be deemed to be tacitly extended when neither party informs the other of their intention not to extend it six months before it expires.

## 7. ECONOMIC CONDITIONS

### 7.1. Service prices

The private prices to be applied will be that in force at all times in the Catalog available on ADIF website.

The prices indicated do not include VAT. It shall be broken down and separated on every invoice, in accordance with applicable standards.

### 7.2. Invoicing and payment

Services shall be invoiced in the following month, and the payment shall be due within 30 after the invoice date.

Failure to pay within the time limit shall result in the accrual of the corresponding late interest in accordance with applicable legal standards.



## 8. REASONS TO RESOLVE

The following may be reasons to terminate this Contract, apart from those expressly provided for in the Spanish legal system:

- a) A substantial breach of the obligations of the parties, in particular a failure to pay the invoices issued during the service.
- b) The continued lack of resources to provide the contracted services.
- c) The will any party if they state it so longer than six months in advance.

The termination of this Contract shall imply that the Client may not engage with ADIF any ITU handling service at facilities where this company operates said services.

## 9. ASSIGNMENT AND SUBCONTRACTING

The Client may not assign to third parties any right or obligation arising out of the Contract, without a prior written consent of ADIF.

On the other hand, ADIF shall not assign to third parties any right or obligation arising out of the Contract, without a prior written consent of the Client.

In any event, ADIF may contract with third parties any service under this Contract without prior consent of the Client.

## 10. COMMUNICATION AND INFORMATION

Communications between the parties shall be made by the spokespeople designated and identified before the other party by the Client and ADIF, allowing proof of their content and reception, and any communications by email, certified mail or any usual means of communication are also valid if they enable checking the traceability of requests and execution of services.

Should the address or contact person of either party change, it shall be communicated in writing to the other party, indicating the new address and the date from which notifications or communications should be newly addressed.

## 11. APPLICABLE LAW AND COURTS

The services covered hereunder shall be governed by and construed in accordance with the regulations of the railway sector or any other applicable law or decree, which is not repealed by private Law. In accordance with article 44.4 of Law 38/2015, of 29 September, on the railway sector, the National Commission for Markets and Competition shall know and resolve complaints made by railway undertakings and other Applicants, given any case of breaching the principle of non-discrimination whilst providing the services. This is without prejudice to the jurisdiction of the ordinary jurisdiction to resolve any claim linked to the payment of private prices.

Therefore, the parties shall submit to the jurisdiction of the Courts of Madrid, waiving any other jurisdiction that may correspond to them, and any dispute regarding common national law of both parties shall be resolved.

## 12. SIGN RECOGNITION

Every page of this Contract shall be signed to guarantee its authenticity by the proxies of both companies.

They agree and agree, for the purpose and for due record, that every page of this Contract and Annexes are signed in duplicate and for a single purpose, at the place and date of the heading.

By [name of railway undertaking]

Mr./Ms. [railway undertaking proxy's name]

By ADIF

Mr./Ms. [ADIF Proxy's Name]

## ANNEX 1. FORM WITH SAFETY CONDITIONS TO BE MET BETWEEN ADIF AND THE CLIENT

### FORM WITH OPERATING SAFETY CONDITIONS TO BE MET

- I ADIF has handed over to [Railway company name] the following documents:
- Procedure ADIF-PE-404-001-004-SA-511 "Safety management at rail service facilities related to freight transport, operated by ADIF".
  - ADIF-IT-404-001-007-SA-511 Technical Instruction that defines how the contracted activities are to be performed, the means required for the activities, the applicable technical standards, the personnel performing and supervising the activities, the requirements for personnel performing the activities and the generated documentation to show their correct performance.
- II. [Name of the railway undertaking] states that they know these documents, as well as the risks and preventive measures detected and indicated in Annex 2 to the TI referred to, that they have received them and that they are compatible with their Operating procedures, if any. Likewise, [Name of the railway undertaking] (if any) has provided a list of detected risks linked to the activities hereunder, as well as their corresponding mitigation measures.
- III. [Name of railway undertaking] has provided ADIF with the following documents relating to the requested services:
- List of the facilities and their location, wherein Adif provides or will provide services to the Railway Undertaking.
  - Their SGS procedures applicable to the service (if applicable, and as agreed upon with ADIF). \*
  - Purposes and indicators specific to the railway undertaking providing transport services, as well as the procedures to follow up (if applicable, and as agreed upon with ADIF). \*
  - List of documents delivered and their scope as provider of services by ADIF.

ADIF commits to whatever applies to the contracted activities and ADIF scope of responsibility. In any case, the ultimate responsibility for the services performed shall always be [Name of the railway undertaking] as a Railway Undertaking.

ADIF and [Name of the railway undertaking] have established the following communication channels to exchange information concerning compliance with safety conditions during operations and risk management detected during the activity, that shall be used throughout the contract.

- [Operational Information]
- [Administrative Information]

ADIF proxy:

Name:

Position:

Address:

Email:

[Name of railway undertaking] Proxy:

Name:

Position:

Address:

Email:

IV. [Name of railway undertaking] specifies to ADIF the following monitoring and control obligations for contracted activities.

- As stated by ADIF SGSC.

[list if there are any specific]

V. [Name of railway undertaking] expressly authorizes ADIF to perform the following supervisory and surveillance actions for risk control measures of the contracted operations.

- As stated by ADIF SGSC.

[list if there are any specific]

name of railway undertaking (\*\*)

by ADIF

Mr./Ms.

Mr./Ms

*\*\* It is completed for the agreement to provide ITU handling services by ADIF and it is signed with a client other than a railway undertaking.*

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# AGREEMENT TO PROVIDE SB-3 SERVICES TO HANDLE ITUS SIGNED WITH: (CLIENT WHICH IS NOT A RAILWAY UNDERTAKING), BY THE STATE-OWNED RAILWAY INFRASTRUCTURE MANAGER

In Madrid, on \*\* \*\* \*\*.

## Together:

On one hand, Mr./Ms. \_\_\_\_\_, with ID nr. \_\_\_\_\_, (position) \_\_\_\_\_, acting by proxy of \_\_\_\_\_ hereinafter [name of railway undertaking] or the Client, with registered office at C/ \_\_\_\_\_ no. \_\_\_\_ P.C. \_\_\_\_\_ (Locality) \_\_\_\_\_ and Tax Id. Nr # \_\_\_\_\_, by virtue of the deed granted before the Notary Public in \_\_\_\_\_, with protocol Nr. \_\_\_\_\_

And on the other, Mr./Ms. \_\_\_\_\_, (position) \_\_\_\_\_, acting by proxy of the state-owned company Administrador de Infraestructuras Ferroviarias, hereinafter ADIF, with address in Calle Sor Angela de la Cruz, 3, 28020 Madrid, with and Tx Id. Nr: Q-2801660-H, governed by their statutes approved by Royal Decree 2395/2004, of 30 December 2004, in Law 40/2015, of 1 October, on the Legal Regime of the Public Sector, in the standards to develop both, in Law 38/2015 on the Railway Sector, of 29 September, in the budgetary legislation and other applicable standards.

Both parties mutually acknowledge their legal capacity to sign this Contract.

## BACKGROUND

- I. In accordance with Law 38/2015, article 22 of 29 September, on the railway sector (LSF), the management of railway infrastructures and their construction shall be the responsibility - within the scope of State competence - of one or more public business entities under the Ministry of Public Works which, in accordance with Article 23.1(i) of above-mentioned LSF, includes providing basic, supplementary and ancillary services to rail transport service, including ITU handling service.
- II. In accordance with Royal Decree 2395/2004, of 30 December approving the Statutes of state-owned company Administrador de Infraestructuras Ferroviarias, Royal Decree-Law 15/2013 of 13 December, on restructuring the state-owned company "Administrador de Infraestructuras Ferroviarias" (ADIF) and other urgent economic measures, order PRE/2443/2013, of 27 December, on assets and liabilities of the state-owned company Administrador de Infraestructuras Ferroviarias becoming the property of the state-owned company ADIF-Alta Velocidad and ADIF and ADIF Alta Velocidad Network Statements, this service is offered by ADIF E.P.E., hereinafter ADIF.
- III. ADIF has an ITU Handling Service Catalogue, hereinafter Catalogue, which presents the services that can be provided by ADIF, either directly or indirectly management, railway undertakings which demand these or other agents interested in the operations linked thereto, including, among other things, service types, access conditions to service provision, economic conditions (prices, invoicing and payment, etc.), etc.

This Catalogue is updated and published on ADIF website: [www.adif.es](http://www.adif.es).

- IV. Furthermore and in accordance with ADIF Network Statement, every client shall sign a contract with ADIF to provide UTI handling services offered by ADIF.
- V. [name of railway undertaking] \_\_\_\_\_ have stated their interest in receiving ITU handling services from ADIF since \_\_\_\_ 20\_\_, and therefore both entities have agreed upon signing this Contract on ADIF terms to provide this service - through the Logistics Services Directorate - to (name of railway undertaking). This Contract sets the terms to provide said service in accordance with private prices approved by ADIF Board of Directors, in force at all times, and in accordance with Catalogue provisions. And by virtue hereof, the parties sign this Contract, based on the following provisions agreed upon

## PROVISIONS

### 1. PURPOSE

The purpose of this Contract is to set the terms under which ADIF undertakes to lend to [name of client] \_\_\_\_\_, as from the signature date, ITU handling service, as well as the economic compensation for such service, in accordance with the valid Catalogue.

### 2. SCOPE OF SERVICE

The scope of the ITU handling service is developed in the Catalogue available on ADIF website, collecting the description and commercial offer of this service provided by ADIF.

### 3. SERVICE PROVISION

ITU handling service is provided at terminals for Freight Transport listed in the Catalogue available on ADIF website.

### 4. ACCESS CONDITIONS TO PROVIDE THE SERVICE

The conditions to access UTI handling services are included in the Catalogue available on ADIF website, highlighting amongst other general conditions: Those relating to the service provision, to the parties' liability or other aspects that limit liability for various damages (delays in service, damage to rolling stock), coordination and independence of the parties regarding this service, others that affect confidentiality, data protection and management transparency etc., and on the other hand the following conditions necessary to provide the service to the Client: submitting Client's requests for service, ADIF answers to these requests, the coordination procedure and purpose and a non-discriminatory priority criteria with the aim of achieving an efficient use of the available capacity.





## 5. SAFETY CONDITIONS TO PROVIDE THE SERVICES

[Client NAME] shall ensure that ADIF's safety management procedures, as a service provider, are passed on to the Railway Undertaking with whom they contracted the rail transport service, to verify that they are compatible with SGS procedures of the railway undertaking.

After this Contract has been signed, the client shall ensure that Adif and the Railway Undertaking sign Annex I, and thereupon make the requests.

## 6. VALIDITY AND TERM

This Contract shall enter into force on \_\_\_\_\_ of 20\_\_ and shall be valid until (one year) \_\_\_\_\_, with tacit extensions for annual periods, and any party may stake a claim with a three-month advance notice.

The Contract shall be deemed to be tacitly extended when neither party informs the other of their intention not to extend it six months before it expires.

## 7. ECONOMIC CONDITIONS

### 7.1. Service prices

The private prices to be applied will be that in force at all times in the Catalogue available on ADIF website.

The prices indicated do not include VAT. It shall be broken down and separated on every invoice, in accordance with applicable standards.

### 7.2. Invoicing and payment

Services shall be invoiced in the following month, and the payment shall be due within 30 after the invoice date.

Failure to pay within the time limit shall result in the accrual of the corresponding late interest in accordance with applicable legal standards.

## 8. REASONS TO RESOLVE

The following may be reasons to terminate this Contract, apart from those expressly provided for in the Spanish legal system:

- a) A substantial breach of the obligations of the parties, in particular a failure to pay the invoices issued during the service.
- b) The continued lack of resources to provide the contracted services.
- c) The will any party if they state it so longer than six months in advance.

The termination of this Contract shall imply that the Client may not engage with ADIF any ITU handling service at facilities where this company operates said services.

## 9. ASSIGNMENT AND SUBCONTRACTING

The Client may not assign to third parties any right or obligation arising out of the Contract, without a prior written consent of ADIF.

On the other hand, ADIF shall not assign to third parties any right or obligation arising out of the Contract, without a prior written consent of the Client.

In any event, ADIF may contract with third parties any service under this Contract without prior consent of the Client.

## 10. COMMUNICATION AND INFORMATION

Communications between the parties shall be made by the spokespeople designated and identified before the other party by the Client and ADIF, allowing proof of their content and reception, and any communications by email, certified mail or any usual means of communication are also valid if they enable checking the traceability of requests and execution of services.

Should the address or contact person of either party change, it shall be communicated in writing to the other party, indicating the new address and the date from which notifications or communications should be newly addressed.

## 11. APPLICABLE LAW AND COURTS

The services covered hereunder shall be governed by and construed in accordance with the regulations of the railway sector or any other applicable law or decree, which is not repealed by private Law. In accordance with article 44.4 of Law 38/2015, of 29 September, on the railway sector, the National Commission for Markets and Competition shall know and resolve complaints made by railway undertakings and other Applicants, given any case of breaching the principle of non-discrimination whilst providing the services. This is without prejudice to the jurisdiction of the ordinary jurisdiction to resolve any claim linked to the payment of private prices.

Therefore, the parties shall submit to the jurisdiction of the Courts of Madrid, waiving any other jurisdiction that may correspond to them, and any dispute regarding common national law of both parties shall be resolved.

## 12. SIGN RECOGNITION

Every page of this Contract shall be signed to guarantee its authenticity by the proxies of both companies.

They agree and agree, for the purpose and for due record, that every page of this Contract and Annexes are signed in duplicate and for a single purpose, at the place and date of the heading.

By [client name]

Mr./Ms.

By ADIF

Mr./Ms.

## ANNEX 1. FORM WITH SAFETY CONDITIONS TO BE MET BETWEEN ADIF AND THE CLIENT

### FORM WITH OPERATING SAFETY CONDITIONS TO BE MET

- I. ADIF has handed over to [Railway Undertaking name] the following documents:
- ADIF-PE-404-001-004-SA-511 Procedure "Safety management at rail service facilities related to freight transport, operated by ADIF".
  - ADIF-IT-404-001-007-SA-511 TI defines how the contracted activities are to be performed, the means required for the activities, the applicable technical standards, the personnel performing and supervising the activities, the requirements for personnel performing the activities and the generated documentation to show their correct execution.
- II. [Name of the railway undertaking] states that they are aware of these documents and of the risks contained in every TI referred to, that they have received them and that they are compatible with their Operating Procedure, if any. Furthermore, [Name of the railway undertaking], (if any) has also provided a list of detected risks linked to the activities, under this Agreement, as well as their corresponding mitigation measures.
- III. [Name of railway undertaking] has given ADIF the following documents relating to the requested services:
- List of facilities and their location, where Adif provides or will provide services to the Railway Undertaking.
  - Their SGS procedures applicable to the service (if applicable, and as agreed upon with ADIF). \*
  - Purposes and indicators specific to the railway undertaking responsible for transport services, as well as the procedures applicable to monitoring (if applicable, and as agreed upon with ADIF). \*
  - Other documents delivered and their scope as provider of services by ADIF.

ADIF commits to whatever applies to the contracted activities and ADIF scope of responsibility. In any case, the responsibility for the services performed shall always be [Name of the railway undertaking] as a Railway Undertaking.

ADIF and [Name of the railway undertaking] have established the following communication channels to exchange information concerning compliance with safety conditions during operations and risk management detected during the activity, that shall be used throughout the Agreement.

- [Operational Information]
- [Administrative Information]
- [Operational Safety Information]

ADIF proxy:

Name:

Position:

Address:

Email:

[Name of railway undertaking] Proxy:

Name:

Position:

Address:

Email:

IV. [Name of railway undertaking] specifies to ADIF the following monitoring and control obligations for contracted activities.

- As stated by ADIF SGSC.

[List if there are any specific]

V. [Name of railway undertaking] expressly authorizes ADIF to perform the following supervisory and surveillance actions for risk control measures of the contracted operations.

- As stated by ADIF SGSC.

[List if there are any specific]

Name of railway undertaking (\*\*)

by ADIF

Mr./Ms.

Mr./Ms

*\*\* It is completed for the agreement to provide ITU handling services by ADIF and it is signed with a client other than a railway undertaking.*

# AGREEMENT TO PROVIDE SB-4 SHUNTING SERVICE, AND OTHER TRAIN OPERATIONS SIGNED WITH (RAILWAY UNDERTAKING), BY THE STATE-OWNED COMPANY ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS

In Madrid, on \*\* \*\* \*\*.

## Together:

On the one hand, Mr./Ms. \_\_\_\_\_, with ID nr. \_\_\_\_\_, (position) \_\_\_\_\_, acting by proxy of \_\_\_\_\_ hereinafter [name of railway undertaking] or the Client, with registered office at C/ \_\_\_\_\_ no. \_\_\_\_ P.C. \_\_\_\_\_ (Locality) \_\_\_\_\_ and Tax Id. Nr # \_\_\_\_\_, by virtue of the deed granted before the Notary Public in \_\_\_\_\_, with protocol Nr. \_\_\_\_\_

And on the other, Mr./Ms. \_\_\_\_\_, (position) \_\_\_\_\_, acting by proxy of the state-owned company Administrador de Infraestructuras Ferroviarias, hereinafter ADIF, with address in Calle Sor Angela de la Cruz, 3, 28020 Madrid, with and Tx Id. Nr: Q-2801660-H, governed by their statutes approved by Royal Decree 2395/2004, of 30 December 2004, in Law 40/2015, of 1 October, on the Legal Regime of the Public Sector, in the standards to develop both, in Law 38/2015 on the Railway Sector, of 29 September, in the budgetary legislation and other applicable standards.

Both parties mutually acknowledge their legal capacity to sign this Contract.

## BACKGROUND

- I. In accordance with article 22 of Law 38/2015, of 29 September, on the railway sector (LSF), one or more public business entities under the Ministry of Development shall manage and build railway infrastructures, and shall be governed by the State, in accordance with Article 23.1(i) of above-mentioned Rail Sector Act, including the provision of basic, supplementary and ancillary services to rail transport services, shunting services and other train operations.
- II. In accordance with Royal Decree 2395/2004, of 30 December approving the Statutes of state-owned company Administrador de Infraestructuras Ferroviarias, Royal Decree-Law 15/2013 of 13 December, on restructuring the state-owned company "Administrador de Infraestructuras Ferroviarias" (ADIF) and other urgent economic measures, order PRE/2443/2013, of 27 December, on assets and liabilities of the state-owned company Administrador de Infraestructuras Ferroviarias becoming the property of the state-owned company ADIF-Alta Velocidad and ADIF and ADIF Alta Velocidad Network Statements, this service is offered by ADIF E.P.E., hereinafter ADIF.
- III. ADIF has an ITU Handling Service Catalogue, hereinafter Catalogue, which presents the services that can be provided by ADIF, either directly or indirectly

management, railway undertakings which demand these or other agents interested in the operations linked thereto, including, among other things, service types, access conditions to service provision, economic conditions (prices, invoicing and payment, etc.), etc.

This Catalogue is updated and published on ADIF website: [www.adif.es](http://www.adif.es).

IV. Furthermore and in accordance with ADIF Network Statement, every client shall sign a contract with ADIF to provide UTI handling services offered by ADIF.

V. Whereas [name of railway undertaking] \_\_\_\_\_ has expressed interest in receiving shunting services and other train operations by ADIF since \_\_\_\_\_ 20\_\_, and therefore both entities have agreed upon signing this Contract, intended to determine the conditions to provide these services by ADIF, through the Logistics Services Directorate, to (name of railway undertaking). This Contract sets the terms to provide said service in accordance with private prices approved by ADIF Board of Directors, in force at all times, and in accordance with Catalogue provisions. And by virtue hereof, the parties sign this Contract, based on the following provisions agreed upon.

## PROVISIONS

### 1. PURPOSE

The purpose of this Contract is to set the terms under which ADIF undertakes to lend to [name of client] \_\_\_\_\_, as from the signature date, shunting services, as well as the economic compensation for such service, in accordance with the valid Catalogue.

### 2. SCOPE OF SERVICE

The scope of shunting services is developed in the Catalogue available on ADIF website, collecting the description and commercial offer of these services provided by ADIF.

### 3. SERVICE PROVISION

Shunting services and other train operations are provided at terminals for Freight Transport listed in the Catalogue available on ADIF website.

### 4. ACCESS CONDITIONS TO PROVIDE THE SERVICE

The conditions to access shunting services and other operations are included in the Catalog available on ADIF website, highlighting amongst other general conditions: those relating to the service provision, to the parties' liability or other aspects that limit liability for various damages (delays in service, damage to rolling stock), coordination and independence of the parties regarding this service, others that affect confidentiality, data protection and management transparency etc., and on the other hand the following conditions necessary to provide the service to the Client: submitting Client's requests for service, ADIF answers to these requests, the coordination procedure and purpose and a non-discriminatory priority criteria with the aim of achieving an efficient use of the available capacity.

### 5. SAFETY CONDITIONS TO PROVIDE THE SERVICE

Upon signing this Agreement, both parties undertake to sign Annex I, and thereupon make corresponding service requests.



## 6. VALIDITY AND TERM

This Contract shall enter into force on \_\_\_\_\_ of 20\_\_ and shall be valid until (one year) \_\_\_\_\_, with tacit extensions for annual periods, and any party may stake a claim with a three-month advance notice.

The Contract shall be deemed to be tacitly extended when neither party informs the other of their intention not to extend it six months before it expires.

## 7. ECONOMIC CONDITIONS

### 7.1. Service prices

The private prices to be applied will be that in force at all times in the Catalogue available on ADIF website.

The prices indicated do not include VAT. It shall be broken down and separated on every invoice, in accordance with applicable standards.

### 7.2. Invoicing and payment

Services shall be invoiced in the following month, and the payment shall be due within 30 after the invoice date.

Failure to pay within the time limit shall result in the accrual of the corresponding late interest in accordance with applicable legal standards.

## 8. REASONS TO RESOLVE

The following may be reasons to terminate this Contract, apart from those expressly provided for in the Spanish legal system:

- a) A substantial breach of the obligations of the parties, in particular a failure to pay the invoices issued during the service.
- b) The continued lack of resources to provide the contracted services.
- c) The will any party if they state it so longer than six months in advance.

The termination of this Contract shall imply that the Client shall not engage with ADIF any shunting services and other train operations at the facilities in which this entity has the status of operator of these services.

## 9. ASSIGNMENT AND SUBCONTRACTING

The Client may not assign to third parties any right or obligation hereunder, without the prior written consent of ADIF.

Furthermore, ADIF may not assign to third parties any right or obligation hereunder, without the prior written consent of the Client.

In any event, ADIF may contract with third parties the services to which it is bound by this Contract without the need to obtain the consent of the client.

## 10. COMMUNICATION AND INFORMATION

Communications between the parties shall be made by the spokespeople designated and identified before the other party by the Client and ADIF, allowing proof of their content and reception, and any communications by email, certified mail or any usual means of communication are also valid if they enable checking the traceability of requests and execution of services.

Should the address or contact person of either party change, it shall be communicated in writing to the other party, indicating the new address and the date from which notifications or communications should be newly addressed.

## 11. APPLICABLE LAW AND COURTS

The services covered hereunder shall be governed by and construed in accordance with the regulations of the railway sector or any other applicable law or decree, which is not repealed by private Law. In accordance with article 44.4 of Law 38/2015, of 29 September, on the railway sector, the National Commission for Markets and Competition shall know and resolve complaints made by railway undertakings and other Applicants, given any case of breaching the principle of non-discrimination whilst providing the services. This is without prejudice to the jurisdiction of the ordinary jurisdiction to resolve any claim linked to the payment of private prices.

Therefore, the parties shall submit to the jurisdiction of the Courts of Madrid, waiving any other jurisdiction that may correspond to them, and any dispute regarding common national law of both parties shall be resolved.

## 12. SIGN RECOGNITION

Every page of this Contract shall be signed to guarantee its authenticity by the proxies of both companies.

They agree and agree, for the purpose and for due record, that every page of this Contract and Annexes are signed in duplicate and for a single purpose, at the place and date of the heading.



By [name of railway undertaking]

Mr./Ms. [railway undertaking proxy's name]

By ADIF

Mr./Ms. [ADIF Proxy's Name]

## ANNEX 1. FORM WITH SAFETY CONDITIONS TO BE MET BETWEEN ADIF AND THE CLIENT

### FORM WITH OPERATING SAFETY CONDITIONS TO BE MET

- I. ADIF has handed over to [Railway Undertaking name] the following documents:
- ADIF-PE-404-001-004-SA-511 Procedure "Safety management at rail service facilities related to freight transport operated by ADIF"
  - Technical instructions listed as follows, that define how the contracted activities are to be performed, the means required for the activities, the applicable technical standards, the personnel performing and supervising the activities, the requirements for personnel performing the activities and the generated documentation to show their correct execution.
  - ADIF-IT-404-001-002-SA-511 "Operational services to the train: placing and removing train-tail signals"
  - ADIF-IT-404-001-003-SA-511 "Operational services to the train to the train: Collaboration when testing brakes"
  - ADIF-IT-404-001-004-SA-511 "Service of shunting operations"
  - ADIF-IT-404-001-005-SA-511 "Operational services to the train: Support to immobilise the stock"
  - ADIF-IT-404-001-006-SA-511 "Operational services to the train: Hook-up and release of railway vehicles"
- II. [Name of the railway undertaking] states that they know these documents, as well as the risks in every TI referred to, that they have received them and that they are compatible with the Safety Management System (SGS). In the same way, [Name of the railway undertaking] (if applicable) has provided the list of risks associated with the activities in this contract, as well as their corresponding mitigation measures.
- III. [Name of railway undertaking] has given ADIF the following documents relating to the requested services:
- List of facilities and their location, where Adif provides or will provide services to the Railway Undertaking.
  - Their SGS procedures applicable to the service (if applicable, and as agreed upon with ADIF). \*
  - Purposes and indicators specific to the railway undertaking responsible for transport services, as well as the procedures applicable to monitoring (if applicable, and as agreed upon with ADIF). \*
  - Other documents delivered and their scope as provider of services by ADIF.
- ADIF undertakes to comply with whatever applies to the contracted activities and ADIF scope of responsibility. In any case, the responsibility for the services performed shall always be [Name of the railway undertaking] as a Railway Undertaking.

ADIF and [Name of the railway undertaking] have established the following communication channels to exchange information concerning compliance with safety conditions during operations and risk management detected during the activity, that shall be used throughout the Agreement.

- [Operational Information]
- [Administrative Information]
- [Operational Safety Information]

ADIF proxy:

Name:

Position:

Address:

Email:

[Name of railway undertaking] Proxy:

Name:

Position:

Address:

Email:

IV. [Name of railway undertaking] specifies to ADIF the following monitoring and control obligations for contracted activities.

- As stated by ADIF SGSC.

[list if there are any specific]

V. [Name of railway undertaking] expressly authorizes ADIF to perform the following supervisory and surveillance actions for risk control measures of the contracted operations.

- As stated by ADIF SGSC.

[list if there are any specific]

name of railway undertaking (\*\*)

by ADIF

Mr./Ms.

Mr./Ms

*\*\* It is completed for the agreement to provide ITU handling services by ADIF and it is signed with a client other than a railway undertaking..*

# AGREEMENT TO PROVIDE SB-4 SHUNTING SERVICE, AND OTHER OPERATIONS (CLIENT WHICH IS NOT A RAILWAY UNDERTAKING), BY THE STATE-OWNED ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS

In Madrid, on \*\* \*\* \*\*.

## Together:

On the one hand, Mr./Ms. \_\_\_\_\_, with ID Nr. \_\_\_\_\_, (position) \_\_\_\_\_, speaking on behalf of \_\_\_\_\_ Hereinafter [name of client] or Client, with registered office at C/ \_\_\_\_\_ nr. \_\_\_\_ P.C. \_\_\_\_\_ (Locality) \_\_\_\_\_ and Tax Id. Nr. # \_\_\_\_\_, by virtue of the deed granted before the Notary Public of \_\_\_\_\_ Mr./Ms./ \_\_\_\_\_ on \_\_\_\_\_, with protocol Nr. \_\_\_\_\_.

And on the other, Mr./Ms. \_\_\_\_\_, (position) \_\_\_\_\_, acting by proxy of the state-owned company Administrador de Infraestructuras Ferroviarias, hereinafter ADIF, with address in Calle Sor Angela de la Cruz, 3, 28020 Madrid, with and Tx Id. Nr. Q-2801660-H, governed by their statutes approved by Royal Decree 2395/2004, of 30 December 2004, in Law 40/2015, of 1 October, on the Legal Regime of the Public Sector, in the standards to develop both, in Law 38/2015 on the Railway Sector, of 29 September, in the budgetary legislation and other applicable standards.

Both parties mutually acknowledge their legal capacity to sign this Contract.

## BACKGROUND

- I. In accordance with article 22 of Law 38/2015, of 29 September, on the railway sector (LSF), one or more public business entities under the Ministry of Development shall manage and build railway infrastructures, and shall be governed by the State, in accordance with Article 23.1(i) of above-mentioned Rail Sector Act, including the provision of basic, supplementary and ancillary services to rail transport services, shunting services and other train operations.
- II. In accordance with Royal Decree 2395/2004, of 30 December approving the Statutes of state-owned company Administrador de Infraestructuras Ferroviarias, Royal Decree-Law 15/2013 of 13 December, on restructuring the state-owned company "Administrador de Infraestructuras Ferroviarias" (ADIF) and other urgent economic measures, order PRE/2443/2013, of 27 December, on assets and liabilities of the state-owned company Administrador de Infraestructuras Ferroviarias becoming the property of the state-owned company ADIF-Alta Velocidad and ADIF and ADIF Alta Velocidad Network Statements, this service is offered by ADIF E.P.E., hereinafter ADIF.
- III. ADIF has an ITU Handling Service Catalogue, hereinafter Catalogue, which presents the services that can be provided by ADIF, either directly or indirectly management, railway undertakings which demand these or other agents interested in the operations linked thereto, including, among other things, service types, access conditions to service provision, economic conditions (prices, invoicing and payment, etc.), etc.

This Catalogue is updated and published on ADIF website: [www.adif.es](http://www.adif.es).

- IV. Furthermore and in accordance with ADIF Network Statement, every client shall sign a contract with ADIF to provide UTI handling services offered by ADIF.
- V. Whereas [client name] \_\_\_\_\_ has expressed interest in receiving train shunting services and other train operations from ADIF since \_\_\_\_\_ 20\_\_\_\_, therefore, both entities have agreed upon signing this Contract, intended to determine the conditions for ADIF to provide said services, through the Logistics Services Directorate, to [name of client]. This Contract sets the terms to provide said service in accordance with private prices approved by ADIF Board of Directors, in force at all times, and in accordance with Catalogue provisions. And by virtue hereof, the parties sign this Contract, based on the following provisions agreed upon.

## PROVISIONS

### 1. PURPOSE

The purpose of this Contract is to set - upon its signature - the terms of ADIF to provide to [name of client] \_\_\_\_\_, shunting services and other train operations, as well as the economic compensation to be paid for said services in accordance with the valid Catalogue.

### 2. SCOPE OF SERVICE

The scope of the train operations and shunting services is developed in the Catalogue available on ADIF website, with the description and commercial offer of this service provided by ADIF.

### 3. SERVICE PROVISION

Shunting services and other train operations are provided at terminals for Freight Transport listed in the Catalogue available on ADIF website.

### 4. ACCESS CONDITIONS TO PROVIDE THE SERVICE

The conditions to access shunting services and other operations are included in the Catalogue available on ADIF website, highlighting amongst other general conditions: those relating to the service provision, to the parties' liability or other aspects that limit liability for various damages (delays in service, damage to rolling stock), coordination and independence of the parties regarding this service, others that affect confidentiality, data protection and management transparency etc., and on the other hand the following conditions necessary to provide the service to the Client: submitting Client's requests for service, ADIF answers to these requests, the coordination procedure and purpose and a non-discriminatory priority criteria with the aim of achieving an efficient use of the available capacity.

### 5. SAFETY CONDITIONS TO PROVIDE THE SERVICE

[Client NAME] shall ensure that ADIF's safety management procedures, as a service provider, are passed on to the Railway Undertaking with whom they contracted the rail transport service, to verify that they are compatible with SGS procedures of the railway undertaking.

After this Contract has been signed, the client shall ensure that Adif and the Railway Undertaking sign Annex I, and thereupon make the requests



## 6. VALIDITY AND TERM

This Contract shall enter into force on \_\_\_\_\_ of 20\_\_ and shall be valid until (one year) \_\_\_\_\_, with tacit extensions for annual periods, and any party may stake a claim with a three-month advance notice.

The Contract shall be deemed to be tacitly extended when neither party informs the other of their intention not to extend it six months before it expires.

## 7. ECONOMIC CONDITIONS

### 7.1. Service prices

The private prices to be applied will be that in force at all times in the Catalogue available on ADIF website.

The prices indicated do not include VAT. It shall be broken down and separated on every invoice, in accordance with applicable standards.

### 7.2. Invoicing and payment

Services shall be invoiced in the following month, and the payment shall be due within 30 after the invoice date.

Failure to pay within the time limit shall result in the accrual of the corresponding late interest in accordance with applicable legal standards.

## 8. REASONS TO RESOLVE

The following may be reasons to terminate this Contract, apart from those expressly provided for in the Spanish legal system:

- a) A substantial breach of the obligations of the parties, in particular a failure to pay the invoices issued during the service.
- b) The continued lack of resources to provide the contracted services.
- c) The will any party if they state it so longer than six months in advance.

The termination of this Contract shall imply that the Client shall not engage with ADIF any shunting services and other train operations at the facilities in which this entity has the status of operator of these services.

## 9. ASSIGNMENT AND SUBCONTRACTING

The Client may not assign to third parties any right or obligation arising out of the Contract, without a prior written consent of ADIF.

On the other hand, ADIF shall not assign to third parties any right or obligation arising out of the Contract, without a prior written consent of the Client.

In any event, ADIF may contract with third parties any service under this Contract without prior consent of the Client.

## 10. COMMUNICATION AND INFORMATION

Communications between the parties shall be made by the spokespeople designated and identified before the other party by the Client and ADIF, allowing proof of their content and reception, and any communications by email, certified mail or any usual means of communication are also valid if they enable checking the traceability of requests and execution of services.

Should the address or contact person of either party change, it shall be communicated in writing to the other party, indicating the new address and the date from which notifications or communications should be newly addressed.

## 11. APPLICABLE LAW AND COURTS

The services covered hereunder shall be governed by and construed in accordance with the regulations of the railway sector or any other applicable law or decree, which is not repealed by private Law. In accordance with article 44.4 of Law 38/2015, of 29 September, on the railway sector, the National Commission for Markets and Competition shall know and resolve complaints made by railway undertakings and other Applicants, given any case of breaching the principle of non-discrimination whilst providing the services. This is without prejudice to the jurisdiction of the ordinary jurisdiction to resolve any claim linked to the payment of private prices.

Therefore, the parties shall submit to the jurisdiction of the Courts of Madrid, waiving any other jurisdiction that may correspond to them, and any dispute regarding common national law of both parties shall be resolved.

## 12. SIGN RECOGNITION

Every page of this Contract shall be signed to guarantee its authenticity by the proxies of both companies.

They agree and agree, for the purpose and for due record, that every page of this Contract and Annexes are signed in duplicate and for a single purpose, at the place and date of the heading.

By [client name]  
Mr./Ms.

By ADIF  
Mr./Ms.

## ANNEX 1. FORM WITH SAFETY CONDITIONS TO BE MET BETWEEN ADIF AND THE CLIENT

### FORM WITH OPERATING SAFETY CONDITIONS TO BE MET

- I. ADIF has handed over to [Railway Undertaking name] the following documents:
- ADIF-PE-404-001-004-SA-511 Procedure "Safety management at rail service facilities related to freight transport operated by ADIF"
  - Technical instructions listed as follows, that define how the contracted activities are to be performed, the means required for the activities, the applicable technical standards, the personnel performing and supervising the activities, the requirements for personnel performing the activities and the generated documentation to show their correct execution.
  - ADIF-IT-404-001-002-SA-511 "Operational services to the train: placing and removing train-tail signals"
  - ADIF-IT-404-001-003-SA-511 "Operational services to the train to the train: Collaboration when testing brakes"
  - ADIF-IT-404-001-004-SA-511 "Service of shunting operations"
  - ADIF-IT-404-001-005-SA-511 "Operational services to the train: Support to immobilise the stock"
  - ADIF-IT-404-001-006-SA-511 "Operational services to the train: Hook-up and release of railway vehicles"
- II. [Name of the railway undertaking] states that they know these documents, as well as the risks in every TI referred to, that they have received them and that they are compatible with the Safety Management System (SGS). In the same way, [Name of the railway undertaking] (if applicable) has provided the list of risks associated with the activities in this contract, as well as their corresponding mitigation measures.
- III. [Name of railway undertaking] has given ADIF the following documents relating to the requested services:
- List of facilities and their location, where Adif provides or will provide services to the Railway Undertaking.
  - Their SGS procedures applicable to the service (if applicable, and as agreed upon with ADIF). \*
  - Purposes and indicators specific to the railway undertaking responsible for transport services, as well as the procedures applicable to monitoring (if applicable, and as agreed upon with ADIF). \*
  - Other documents delivered and their scope as provider of services by ADIF.

ADIF undertakes to comply with whatever applies to the contracted activities and ADIF scope of responsibility. In any case, the responsibility for the services performed shall always be [Name of the railway undertaking] as a Railway Undertaking.

ADIF and [Name of the railway undertaking] have established the following communication channels to exchange information concerning compliance with safety conditions during operations and risk management detected during the activity, that shall be used throughout the Agreement.

- [Operational Information]
- [Administrative Information]
- [Operational Safety Information]

**ADIF proxy:**

Name:

Position:

Address:

Email:

**[Name of railway undertaking] Proxy:**

Name:

Position:

Address:

Email:

IV. [Name of railway undertaking] specifies to ADIF the following monitoring and control obligations for contracted activities.

- As stated by ADIF SGSC.

[List if there are any specific]

V. [Name of railway undertaking] expressly authorizes ADIF to perform the following supervisory and surveillance actions for risk control measures of the contracted operations.

- As stated by ADIF SGSC.

[List if there are any specific]

Name of railway undertaking (\*\*)

by ADIF

Mr./Ms.

Mr./Ms

*\*\* It is completed for the agreement to provide ITU handling services by ADIF and it is signed with a client other than a railway undertaking.*

# FRAMEWORK AGREEMENT TO RESERVE CAPACITY

Madrid, \_\_\_\_\_ 20XX

## Together:

On the one side, [NAME] \_\_\_\_\_, [POSITION] \_\_\_\_\_, on behalf of ADIF with Spanish Tax Identification Nr.: Q2801660H and address in Madrid, Calle Sor Ángela de la Cruz, 3 - 28020 Madrid.

On the other, [NAME] \_\_\_\_\_, [POSITION] \_\_\_\_\_, with Spanish Identity Card Nr. \_\_\_\_\_ on behalf of the railway undertaking or applicant \_\_\_\_\_ Spanish Identification Nr.: \_\_\_\_\_ with address in \_\_\_\_\_, in his capacity granted before the Notary Public of \_\_\_\_\_ [NAME] \_\_\_\_\_, on \_\_\_\_\_

Both parties recognize competence and capacity, respectively, to sign this Framework Agreement.

## Statements:

a) The railway infrastructure manager has the power - under Article 38, section 3 in Law 38/2015, of 29 September, of the Rail Sector - to sign with railway undertakings or applicants framework agreements on capacity reserve specifying therein the characteristics of the requested infrastructure capacity and offered to the applicant for a period longer than one term of service hours.

Signing framework agreements provides transparency, objectivity and non-discrimination to the railway system as well as an effective use of the available capacity. Thus it ensures that transport projects of applicants have a legal certainty for availability of capacity over time, according to their legitimate commercial expectations and investments.

b) Therefore the applicant has requested to the rail infrastructure manager on \_\_/\_\_/\_\_, to sign a framework agreement to reserve capacity

c) As reason for the request, the applicant annexes the following documentation:

- Commercial agreements
- Business Plan
- Rolling Stock
- Documentation accrediting compliance with the requirements set in article 58, Rail Sector Act

.....

**By virtue hereof, the following has been agreed upon:**

## CLAUSE 1 – PURPOSE

**1)** This framework agreement sets out the rights and mutual obligations of the applicant and rail infrastructure manager regarding the request process of capacity on their lines for the transport service requested.

2) These services will run on the lines of the Railway Network of General Interest (RFIG) managed by the rail infrastructure manager and tariffs shall be paid for using the relevant railway infrastructure.

## CLAUSE 2 - COMMITMENTS OF THE RAIL INFRASTRUCTURE MANAGER

1. The railway infrastructure manager commits to provide the Applicant for every service hour scheduled during this framework agreement term, the capacity described in Annex 3 to this framework agreement, with an annual margin of 10% for possible adjustments in manager's programming.  
To this end, the railway infrastructure manager shall annually allocate the corresponding capacity, according to Applicant's requests made for every service timetable and with the margin referred to in the previous paragraph, with the usual procedures and channels, described in the valid Network Statement.
2. Rail infrastructure manager guarantees to proceed framework agreement requirements with objective and non-discriminatory criteria, and in the periods required for service operation. It shall also take into account the framework agreements already signed, so that the legitimate rights of applicants and efficient operation of the railway infrastructure are guaranteed.
3. In case of non-compliance with the capacity reserve commitments set out in Annex 3, with the annual margin indicated above, for reasons strictly attributable to the infrastructure manager, the latter shall compensate with an amount equivalent to the costs, direct losses and expenses (including loss of earnings), which the Applicant has incurred and these shall be duly justified.
4. This capacity offered by this framework agreement shall take into account:
  - a) The status and infrastructure developments known on the date of signing this framework agreement, as specified in Annex 1.
  - b) Planning maintenance works and investment in network lines, as specified in Annex 1.
  - c) The characteristics and technical performance of trains, as reported by the applicant and described in Annex 2.
  - d) Existence of specialized lines.
  - e) The existence of a congested infrastructure, if appropriate.
  - f) Capacity needs of international freight corridors.
  - g) Priorities of transport of passengers and freight as well as state investment and public or private entities.

According to Article 38, section 4 in Law 38/2015, of 29 September, of the Rail Sector, this framework agreement shall not preclude the use of the relevant infrastructure by other applicants or other services:

## CLAUSE 3 – COMMITMENTS OF APPLICANTS

- 1) The applicant agrees to request capacity for every service timetable, according to the timetable and deadlines established in the Network Statement valid at all times, on the terms contained in this framework agreement, see Annex 4.



The rolling stock used by the applicant must respect the characteristics (stock, maximum speed, stops, stabling etc.) described in Annex 2 for the period of this framework agreement. Any change in these characteristics shall be previously requested and accepted by the rail infrastructure manager.

- 2) The Applicant commits to request the infrastructure capacity agreed upon and described in Annex 3, contemplating a annually reduction margin of up to 10% for possible program adjustments.
- 3) Without prejudice to Provision 8 hereunder and - except for the cases provided for in provision 4 – in accordance with article 13 of COMMISSION EXECUTION REGULATION (EU) 2016/545 of 7 April 2016 on the procedures and criteria related to infrastructure capacity allocation framework agreements, should the Applicant not request the capacity agreed upon for the following service hours - in accordance with the schedule and deadlines set in the Network Statement - the infrastructure manager shall penalize the Applicant with the costs, direct losses and expenses (including lost profits), which ADIF actually incurred. The provisions of afore paragraph shall not apply to cases expressly provided for in Commission Implementing Regulation EU2016 / 545 or any replacing one.

In order to guarantee the compensation set in the previous paragraph, and in accordance with Commission Implementing Regulation (EU) 2015/10 of 6 January 2015, the railway infrastructure manager may require to form a bank guarantee, which shall be set prior signature hereof. The proof of aforementioned financial guarantee, if applicable, is hereto attached as Annex 5.

Should the Applicant not fulfil their traffic commitments as set in this framework agreement for longer than a month, the infrastructure manager may execute the financial guarantee referred to in afore paragraph.

- 4) The applicant shall also be jointly responsible for the liability incurred by the railway undertaking, which provides services.
- 5) The infrastructure manager shall not request payment of a compensation in the following cases:
  - a) If the agreement has been amended or cancelled for reasons beyond applicant's control and was duly communicated and without delay to the infrastructure manager.
  - b) If the applicant has been denied a supplementary request for framework capacity whereon the viability of the planned rail service depended.
  - c) When the infrastructure manager has been able to re-allocate the paths and the framework capacity is such that the losses resulting from amending or terminating the framework agreement are already covered.

## CLAUSE4 - EXCEPTIONS TO THE COMMITMENTS BY THE PARTIES

- 1) The commitments expressed in 2 and 3 provisions shall not apply in the following circumstances:
  - a) Force majeure, defined as any event that is not attributable to a part of the framework agreement and that can not be foreseen or avoided, such as the following events:
    - Criminal or terrorist acts, war (declared or not), the threat of war, revolution, rebellion, insurrection, civil commotion or sabotage.
    - Acts of vandalism

- Disasters or natural hazards, including extreme weather or environmental conditions (such as, but not limited to: lightning, earthquakes, hurricanes, storms, fires, floods, droughts or accumulation of snow or ice).
- Nuclear, chemical or biological contamination.
- Pressure waves caused by devices that travel at supersonic speeds.
- Discovery of fossils, antiquities or unexploded bombs.
- And strikes or similar actions if recognized by law or court and these occur under their conditions.

Any other that is considered force majeure by law.

- b) The decision of a public authority with an impact on the allocation of capacity and paths, for example, the application of the priority standards or previous requests for the needs of defense and civil safety.
- 2) If any service under this framework agreement cannot be provided due to incidents in the railway network, whether caused by railway infrastructure managers, or by the Applicant, or third parties and/or others, the Applicant rights or that of the railway infrastructure managers shall be subject to the Railway Sector legislation and to the Network Statement of the railway infrastructure manager in force at all times.
- 3) The standards in force concerning infrastructure works involving alterations in capacity subject to this framework agreement shall also apply, prevailing the Rail Sector Act and Network Statement.

## CLAUSE 5 – RAIL INFRASTRUCTURE USE TARIFFS

The payment of relevant tariffs for using infrastructure of the rail infrastructure manager shall be in accordance with standards established in the Law 38/2015, of 29 September of the Rail Sector and on the Network Statement of the rail infrastructure manager in force every year during the term of the framework agreement.

## CLAUSE 6 – FRAMEWORK AGREEMENT TERM

- 1). This framework agreement will enter into force on the date of its signature.
- 2). Notwithstanding the foregoing, the Applicant may request to initiate the framework capacity allocated in accordance with the framework agreement any time, in any case within five years after the request date. In these cases, the framework agreement term shall be calculated when the effective use of capacity starts.

The infrastructure manager shall not reject this request when the period required to assume the service is justified for any following reason:

- a) That this framework agreement is a pre-requisite to finance the rolling stock necessary for a new service;
- b) It is necessary to process the rolling stock authorization as referred to in letter a);

- c) The program to start the operations at shipping or loading terminal points, or opening an infrastructure connection section.
- d) Investments are necessary to increase infrastructure capacity.
- e) Any provision of a current public service agreement.

The applicant may request to extend said term to the National Commission for Stock Exchange Markets, which may give their approval for reasons other than those set in sections a) - e) of afore paragraph. The capacity allocated by virtue of the framework agreement, which is not used as a result of the time required to assume the service shall remain available to other Applicants.

- 3).** Applicants may request to renew the Framework Agreement and the infrastructure manager may satisfy said request provided if the Applicant has fulfilled the commitments upon signing the Framework Agreement, justifying any investment in their initial business plan pending amortization and - if committed in the request for framework capacity - has implemented a carbon footprint reduction plan since the Framework Agreement started, which results, upon completion, can be verified by a duly accredited independent entity.

Applicant may request to conclude the framework agreement in accordance with Provision 8 hereunder.

## CLAUSE 7 - AMENDMENTS OR LIMITATIONS TO THE TERMS OF THE FRAMEWORK AGREEMENT

- 1)** Any change in the conditions of this framework agreement is authorized given any of the following reasons:
  - a) Upon request by any party as accepted by the other one.
  - b) Given any new legal or regulatory measure affecting - in whole or in part - the provisions in this framework agreement.
  - c) Due to any substantial increase by the railway infrastructure manager of railway tariffs.

These amendments shall be agreed upon as an amendment to the document, signed by the parties.

- 2)** In the margins of the previous assumptions, the rail infrastructure manager may modify or limit the terms of this Framework Agreement, following a report to the National Commission of Markets and Competition and communicating it well before the Applicant, as a result of adopting measures to support the most efficient use of rail infrastructure, such as improvements in safety, gauge changes or other, and if there is no other reasonable mean to achieve this objective.

Amendments may affect the capacity offered by the rail infrastructure manager described in Annex 3, adapting the characteristics of the capacities (e.g. travel times or train schedules), and even when necessary, propose capacity for alternative routes on which the railway undertaking is legally authorized to run its trains. It may also reduce the capacity offered in these situations when no other reasonable possibility. In said cases, compensation equivalent to the direct costs reasonably incurred by the applicant and duly justified shall accrue in favour of the applicant.

- 3)** The rail infrastructure manager shall weigh the legal commercial interests of the Applicant, with those of other applicants, when modifications or limitations occur to the terms contained in this framework agreement.

- 4) The rail infrastructure manager may reduce the committed capacity if, during the annual programming, the applicant does not request paths on the basis of this framework agreement, unless the applicant justifies that the fact and the reasons given are beyond their control.

The Railway Infrastructure Manager shall communicate in writing to other potential applicants, the intention to modify or limit the terms of this framework agreement, granting them a period of one to four months to respond. The rail infrastructure manager reserves the right not to inform other potential applicants if amendments to the framework agreement are minimal or do not affect other frameworks agreements.

## CLAUSE 8 - TERMINATION OF FRAMEWORK AGREEMENT

- 1) This framework agreement shall be terminated immediately, without prejudice to any compensation by the rail infrastructure manager and without the right to claim by the applicant, in the following cases:
  - a) Revocation of the applicant approval or railway undertaking license.
  - b) Remove the safety certificate of the railway undertaking providing services. In case of partial withdrawal, the provisions of the framework agreement are maintained for the capacity that has not been affected by such decision.
  - c) Applicant's declaration of bankruptcy.
  - d) The conditions used by the applicant in section c) in the exhibit required to sign it have ended.
  - e) Non-compliance of applicant's trains with the technical characteristics (stock, maximum speed, stops, stabling etc.) for which capacity is requested in the framework agreement.
- 2) The Applicant may terminate this framework agreement in writing, with a period of twelve months' notice prior to the service hours of the offered capacity.
- 3) The Rail Infrastructure Manager may terminate this framework agreement, without prejudice to the compensation as may correspond and without the right to claim of the applicant, in the following cases:
  - a) No capacity request has been submitted in a timely manner as described in Annex 3 for the next service hours without duly justified reasons.
  - b) Lack of payment by the applicant of tariffs, fees and prices to the rail infrastructure manager.
  - c) Given failure of the Applicant to assign the railway undertaking that has to provide their services, within the period specified in the Railway Sector Act and in the Railway Network Manager's Statement in force at all times.
  - d) The lack of use by the Applicant for over one month, and without notice – according to Article 11.3 under 2016/545 EU Implementing Regulation - of the framework capacity or, with a threshold lower than 70 % compared to the offer agreed upon in Annex 3.
  - e) A serious breach and for reasons attributable to the Applicant of the commitments signed in the letters of commitment issued to resolve the offered capacity allocation process, in terms of carbon footprint, temporary contracts and percentage of women and disabled in the workforce.

## CLAUSE 9 – OTHER PROVISIONS

- 1) When the specific capacity needs are greater than those described in Annex 2 for all or part of the service timetable, the applicant shall submit specific requests for additional paths in accordance with the standard procedures for capacity allocation process.
- 2) The applicant may not transfer the rights and obligations arising from this framework agreement to another applicant.

## CLAUSE 10 - CONFLICTS

- 1) All disputes between the rail infrastructure manager and the applicant that may arise in connection with the implementation of this framework agreement, in particular regarding the capacity offered, as well as claims to be made, shall apply to the provisions of Rail Sector Act and valid Network Statement of the rail infrastructure manager.
- 2) Also, the applicant shall, with regard to the actions and decisions of the rail infrastructure manager, submit a claim before the National Commission for Markets and Competition (CNMC), always using the channels and deadlines provided for in Rail Sector Act, in the Law 3/2013, of 4 June, on Creation of the National Commission Markets and Competition and Network Statement of the rail infrastructure manager valid at all times.

## CLAUSE 11 – CONFIDENTIALITY

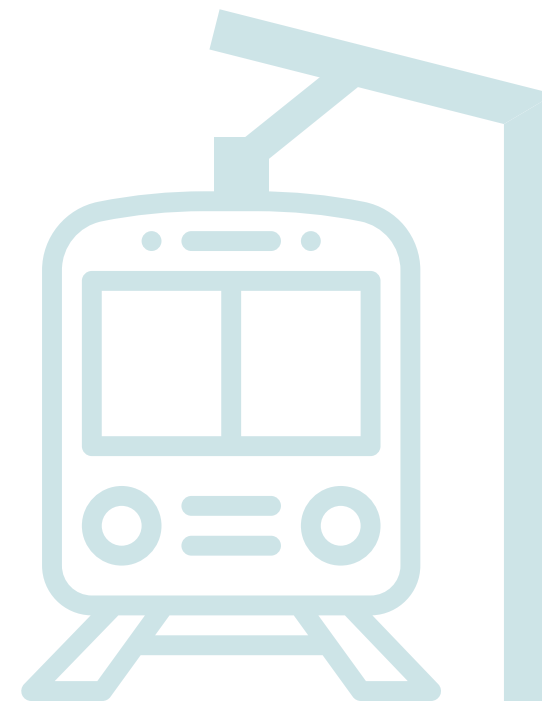
The railway infrastructure manager shall treat as confidential all commercial and business information entrusted upon requirement. Under the terms provided by law they shall not disclose any confidential information that was communicated or discovered: and shall not make improper use of the information provided. They commit to treat with discretion any information or documents disclosed or prepared upon execution - or as a result - of this Framework Agreement and that shall only be used for the purposes hereunder without disclosing it to any third party outside the procedure.

Notwithstanding the foregoing and in order to ensure transparency, the Railway Infrastructure Manager shall communicate this framework agreement to the National Commission of Markets and Competition, confidentially treating the data with commercial or business relevance, and shall inform other Applicants - upon requirement - of this Framework Agreement general guidelines.

## CLAUSE 12 – FINAL PROVISIONS

- 1) In case of doubt as to interpreting the provisions in this framework agreement, the parties shall be subject to Law 38/2015, of 29 September of the Rail Sector and its development regulations, to the Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on the procedures and criteria related to framework agreements for railway infrastructure capacity allocation and to the Network Statement, in force at all times.

Also, for any questions or dispute that arises concerning the interpretation, implementation and enforcement of this framework agreement, the parties shall address the National Commission for Markets and Competition (CNMC).



- 2) Amendments and additions to this agreement shall be in writing in consultation and agreement between the parties, and shall be included as annexes to this framework agreement.
- 3) If any party wishes to request cancellation of the agreement in the cases referred to hereunder, it shall inform the other party in writing in a timely manner.

## CLAUSE 13 – DATA PROTECTION

Personal data shall be processed by ADIF Public Business Entity with the purpose of “Managing ADIF contracting files” – Manage and maintain this framework agreement.

The legal basis for afore is: GDPR 6.1.c), GDPR: 6.1.b), Law 38/2015, of 29 September, Rail Sector Act. The data will be kept as necessary to fulfill the purpose of the data collected and to determine the possible responsibilities that may arise from said purpose and data processing. The provisions of the files and documentation regulations shall apply.

You may access your data, rectify or delete it, oppose to the processing and request a restriction by addressing a request to ADIF. Postal Address: Avenida Pio XII, 97 bis, 28036 (Madrid), accompanying a photocopy of your ID or passport. You may also contact our Data Protection Delegate, if you wish to clarify any aspect related to your data processing,

through the email account: [dpd.adif@adif.es](mailto:dpd.adif@adif.es) or by mail to Avenida Pio XII, 97 bis, 28036 (Madrid).

For more information on Transparency and Data Protection section of ADIF business public entity see

[http://www.adif.es/es\\_ES/compromisos/ciudadano/transparencia\\_proteccion\\_datos/derechos\\_arco/derechos\\_arco.shtml](http://www.adif.es/es_ES/compromisos/ciudadano/transparencia_proteccion_datos/derechos_arco/derechos_arco.shtml)

Signed.: \_\_\_\_\_

[POSITION] \_\_\_\_\_

ADIF-Alta Velocidad \_\_\_\_\_

Signed.: \_\_\_\_\_

[POSITION]: \_\_\_\_\_

[COMPANY]: \_\_\_\_\_



## ANNEXES

### ANNEX 1 - Lines Affected by the Framework Agreement

Described in the framework capacity and updated on the Network Statement.

### ANNEX 2 – Technical and Operational Parameters

The contents of this appendix shall be defined by case.

However some of the following contents shall be included:

#### 1. Technical Parameters:

- 1.1 Rolling Stock
- 1.2 Weight of trains
- 1.3 Maximum speed
- 1.4 Gauge
- 1.5 Length
- 1.6 Percentage of braking
- 1.7 On board systems
- 1.8 Other restrictions (hazardous material, exceptional transport, etc.)

#### 2. Operation

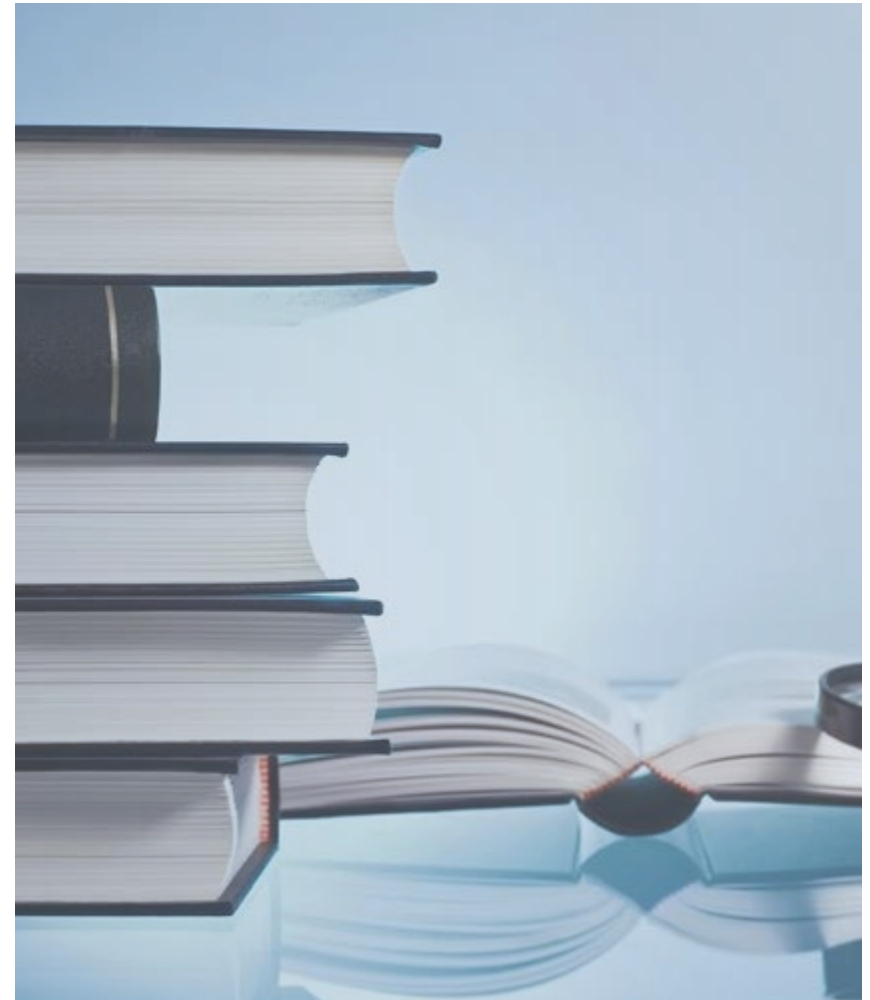
- 2.1 Frequency and running days
- 2.2 Connections
- 2.3 Stops
- 2.4 Approximate travelling times
- 2.5 Rotations
- 2.6 Stabling
- 2.7 Type of offer (cadenced)

### ANNEX 3 –Framework Capacity agreed upon

The contents of this appendix shall be defined by case.

### ANNEX 4 –Service schedule and periods

The contents of this appendix shall be defined by case.



# Annex K

## Dispute Resolution Procedure

### RESOLUTION PROCEDURES FOR CONFLICT AND RESOURCES REGARDING REQUESTS TO ACCESS INFRASTRUCTURE, REQUESTS TO ACCESS SERVICE PROVISION, RAILWAY SERVICE PROVISION AND THE INCENTIVE SYSTEM

#### INTRODUCTION

This annex gives information on different procedures that Rail Sector Act and this Network Statement provide to solve the disputes and proceedings brought against the capacity allocation process, rail service provision and incentive system.

In addition, information about the procedure to follow in the claims submitted by railway undertakings and other applicants in connection with the performance of the rail infrastructure manager, railway undertakings and the other applicants concerning questions on the application of this Network Statement, procedures to allocate capacity and performance thereof, tariffs for using railway infrastructure, issues of discrimination to access rail infrastructure or services linked thereto, claims that relate to the provision of services on international rail freight corridors.

#### PROCEDURES

##### 1. COORDINATION PROCEDURE IN THE SCOPE OF INFRASTRUCTURE CAPACITY ALLOCATION PROCESS

The coordination phase has been conceived to resolve conflicts that may, eventually, arise between different requests and allocations of infrastructure capacity for the best possible match.

In the event that the railway infrastructure manager detects that during the period considered to prepare the service hours project, certain requests are incompatible with each other, or if the capacity allocated to the Applicant does not respond to the needs and the latter expresses it in writing within the deadlines, they will try to satisfy all requests through the coordination process. (Art. 8 Order FOM 897/2005).

To this end, the railway infrastructure manager will try to find alternative solutions that respond to Applicants requests, or to resolve the conflicts by consulting applicants.

During this consultation, the following information will be provided, free of charge and in writing:

- a) The allocation of capacity requested by other applicants for the same routes.
- b) The allocation of capacity previously allocated to all other applicants for the same routes.
- c) The allocation of alternative capacity proposed by the rail infrastructure manager.
- d) Detailed information on the criteria applied in the capacity allocation procedure.

This information shall be provided without disclosing the identity of other applicants, unless said applicants agree upon disclosing it.

## PROCEDURE TO RESOLVE CONFLICTS IN REQUESTS

When preparing the Service Schedule or during the Agreed Adjustments, Applicants will have ten working days after the Capacity Allocation proposal date, to accept or reject it, as well as to make the appropriate notes. Said observations will have to be presented in writing and motivated. This term shall be of three business days as from the date of the Capacity Allocation proposal, for the other cases.

During the request coordination process, the railway infrastructure manager may propose to applicants, within reasonable limits ( $\pm 60$  minutes), infrastructure capacity allocations that differ from the requested ones.

The railway infrastructure manager may make as many coordination rounds as considered appropriate in order to reach satisfactory agreements.

Should it not be possible to reach an acceptable solution for all applicants after developing the coordination process, the railway infrastructure manager shall adopt the solution that best suits the rail system as a whole:

- When creating the Service Schedule, the infrastructure use shall be optimized, in order to avoid any inefficient use that prevents from making the most of it.
- As far as possible shall be offered alternatives to allow the coexistence of different Applicants in time periods, offering capacity allocations that may vary slightly from requested ones, considering that whenever they are delivered within a 60-minute period, all requests would be satisfied.
- In specialized lines or with predominant traffic (High Speed, Commuter, etc.) traffic that corresponds to this specialization shall have priority, giving value to traffic that uses the whole line over that, using only part of it.
- Likewise, services subject to public service obligations, as well as that of freight transport and, especially, international ones, shall receive due consideration.
- Services requested according to a Framework Agreement, or that are subject to rhythmical or systematic services will also have priority.
- On infrastructures declared as congested, the railway infrastructure manager may modulate the application of strict capacity allocation criteria in order to guarantee, to the maximum extent possible, access to every applicant who requested the capacity allocation.
- The railway infrastructure manager final decision may be subject to allegation, according to the following section.

## 2. ALLEGATIONS TO THE SERVICE SCHEDULE PROJECT PROPOSAL

The deadline to present allegations is at least 1 month after communicating the service hours project to the applicants.

Given any application for service hours presented after the deadline or for paths allocated in service schedule adjustments, the period of allegation will be five working days after capacity allocation and two working days for occasional paths.

The infrastructure manager agrees to give written response to complaints by RUs in accordance with the provisions of Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administration.

## 3.COORDINATIONPROCEDURETOACCESSRAILWAY SERVICES PROVISION

The procedure indicated below shall apply at service facilities owned by the infrastructure manager related to rail transport in the General Interest Rail Network, where Adif is the service operator.

If the service facility operator receives an access request and this is incompatible with another request or coincides with a time period already allocated, he/she will try to make all requests compatible negotiating and coordinating with the affected applicants. Any amendment to access rights already granted shall be subject to the Applicant's agreement.

The service facility operator shall neither reject requests to access a service provision, nor propose viable alternatives to the applicant, given available capacity to satisfy the needs, or if expected, in the coordination procedure, or as a result thereof, the available capacity.

The service facility operator shall study different options to reconcile incompatible requests to access service provision at the facility. These options shall include, if applicable, measures to maximize the facility available capacity, provided it does not entail additional investments in resources or equipment. Amongst such measures are likely to be the following:

- a) Suggest a different time period or modify the path already allocated to another applicant, should the latter accept it.
- b) Propose changes in opening hours or in the work organization, if possible.
- c) In the case of basic, supplementary and ancillary services, if the service operator expressly authorizes it, allow access to the facility for a self-provision of these services.

The different applicants and the service facility operator may jointly request the governing body to participate as an observer in the coordination procedure.

To allow candidates access to self- service provision and in order to preserve an orderly, efficient and safe operation at facilities, these shall be previously authorized by the railway infrastructure manager, based on compliance with their railway safety requirements, i.e. in traffic safety management system and, where appropriate, in the specific procedure to this end.

In the authorization regarding the service facility operational scope it shall be guaranteed that the staff has:

- a) Knowledge of the regulatory documentation related to safety facilities, as well as characteristics of the unit and the specific operations to be performed.
- b) Knowledge of the operation special orders, and if these are not present, at least know the duties and responsibilities assignment and what, when and how the information is exchanged amongst railway personnel involved.
- c) Qualifications of involved railway personnel.
- d) Knowledge of Occupational Risk Prevention Requirements.

## PRIORITY CRITERIA

If, despite the coordination procedure, requests to access services remain incompatible, the facility operator shall apply objective and non-discriminatory priority criteria, taking into account the facility purpose, the object and nature of rail transport services for an efficient use of available capacity.

The applicable priority criteria is as follows:

### At Freight Transport Terminals.

- a) Service requests related to Transport Plan trains with a Quality Agreement (Convenio de Calidad Contertada CQC).
- b) Requests for services related to Transport Plan trains that have Service Grouping agreements by train.
- c) Requests for services related to Transport Plan trains with a coordinated path with other service facilities or with providers of other services.
- d) Requests for services related to Transport Plan trains not included in the previous cases.
- e) Requests for occasional services not included in the Transport Plan.
- f) For other applications, these shall be addressed by application entry order.

### At Passenger Transport Stations.

- a) Proportionality regarding the number of trains with commercial stop at the station.
- b) Proximity to train arrival or departure time to/from the station.
- c) For other requests, these shall be addressed by request entry order.

## 4. REQUESTS, CLAIMS AND COMPLAINTS REGARDING THE PROVISION OF RAILWAY SERVICES BY THE MANAGER OF RAIL INFRASTRUCTURES

There will be requests to the rail infrastructure manager in the entity area of competence, as well as arguments that may be submitted in the proceedings initiated by it, and submit claims which must be resolved by the rail infrastructure manager, as well as those which shall be resolved by the rail infrastructure manager, as well as those that shall be responsibility of this entity, if the services provided by the rail infrastructure manager do not conform this Network Statement, or the quality levels set in the service provision.

The rail infrastructure manager shall not be considered responsible for damages (losses, breakdowns and delays) suffered by the freight during transport, or damages to rail vehicles, except if the railway undertaking conclusively proves that such damages are attributable to the rail infrastructure manager.

The lack of traction power supply shall not be considered grounds for complaint, when it is due to a breakdown caused by a railway undertaking, or if it is the result of duly scheduled works or maintenance operations. In the event of a lack of traction power supply for reasons attributable to power supply companies, the maximum amount of compensation shall be as set up by current laws of the electricity sector, for this purpose, address the Electrical Energy Management Branch of the ADIF-Alta Velocidad Corporate Directorate.

The Rail Infrastructure Manager shall not be liable toward Rail Undertakings for any damages caused during service provision when these are the result of situations of force majeure, vandalism or by third parties unrelated to railway infrastructure manager.

Railway undertakings or third parties shall be liable toward the rail infrastructure manager for damages caused to people and/or things, as well as to their facilities, machinery, railway infrastructure, etc.

The infrastructure manager agrees to give written response to the complaints by RUs in accordance with the provisions of Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administrations, notwithstanding that private law relationships other terms may be agreed upon.

Railway undertakings shall have procedures in their SGS to define and control operations related to rail services as required to satisfy their transportation needs.





## 5. PROCEDURE OF COORDINATION IN THE FIELD OF CAPACITY ALLOCATION PROCESS AT SERVICE FACILITIES

The coordination procedure is designed to resolve conflicts that may arise when requesting capacity allocation at service facilities.

### FOR REQUESTS TYPE A: WITH RESERVE CAPACITY

GIS shall study the requests received and based on allocation criteria indicated in chapter 7 of this Network Statement, should capacity requests coincide in the same use period and for the same service facility they shall communicate a provisional capacity allocation, at most, 30 days before the scheduled use date of the service facility, and applicants will have 10 calendar days to accept/reject it, or to make allegations as they deem appropriate.

GIS will have 5 calendar days to analyse these allegations and communicate the final capacity allocation. Given no receipt of client's acceptance of the allocated capacity after set deadline, GIS may freely dispose of it.

### FOR TYPE B REQUESTS: WITHOUT CAPACITY RESERVATION

Requests shall be made at least 7 calendar days in advance, through SYACIS application.

GIS shall study the requests received according to the allocation criteria indicated in this NS, chapter 7, given any coincidence of capacity requests, in the same period of use and for the same service facility, it will communicate a provisional capacity allocation that the client shall accept or reject.

Given no client's acceptance of the allocated capacity upon deadline GIS will freely dispose of it.

For exceptional and justified reasons, clients may request capacity for a service facility, less than 7 calendar days in advance. Said type of requests may only be presented from Monday to Friday, before 12 o'clock the day before train departure and shall identify to GIS the train to which the application is linked. The answer shall be notified before 18 h. of the same day.

In case of fuel supply at fixed and mobile points, capacity allocation shall be included in service supply.

## 6. COORDINATION PROCEDURE OF REQUESTS TO ACCESS SERVICE FACILITIES AND SERVICES LINKED TO RAIL TRANSPORT AT PASSENGER STATIONS

This procedure shall generally apply to access to facilities and services related to rail passenger transport at passenger stations in commercial operation.

When the infrastructure manager receives a request to provide access to service facilities or related rail services from a railway undertaking and said request is incompatible with another request or coincides with a capacity already allocated, they shall aim at satisfying all requests through negotiation and coordination with the affected railway undertakings, in accordance with Art. 10, Implementing Regulation (EU) 2017/2177.

The infrastructure manager shall study different options to allow reconciling incompatible requests to access the service facility, or to provide services at the facility. These options should include, where appropriate, measures to maximize the facility's available capacity, provided that they do not entail additional investment in resources or equipment.

Any request allocated after a coordination process shall be expressly ratified by the client.



### PRIORITY CRITERIA

In accordance with Art. 11 of Implementing Regulation (EU) 2017/2177, if despite the coordination procedure, requests for rail services cannot be reconciled, the infrastructure manager shall resolve the requests in accordance with the following priority criteria (\*):

1. Railway undertakings with existing contracts on services or spaces to prioritize with a Framework Agreement
2. Railway undertakings with existing contracts on services or spaces to prioritize, with no Framework Agreement
3. Railway undertakings with Framework Agreements but no existing contracts on services or spaces to prioritize
4. Railway undertakings without Framework Agreement and no existing contracts on services or spaces to prioritize

(\*) These criteria shall only apply after signing Framework Agreements and the first request for services at stations. Prior to the criteria's entry into force, requests shall be prioritized based on trains with a planned stop at the station upon request or, where appropriate, committed to the offer presented in the capacity allocation process.

Within every category, priority shall be given according to trains with a planned stop at the station upon request, prioritizing requests from railway undertakings with most trains with a planned stop at the station, and so on.

Calculation of trains with a planned stop at the station shall be based on the request duration linked to a priority criterion (Framework Agreement, Service Schedule or Concerted Adjustment), including long distance and intercity, in accordance with Rail Sector Act.

When there are previous contracts with railway undertakings, although requests are for spaces linked to basic services, ADIF-Alta Velocidad may require amending the allocated capacity in order to include new operators.

In these cases, railway undertakings have the right to compensation for investments pending amortization for the modified space, as approved by ADIF-Alta Velocidad and performed by the railway undertaking.

The infrastructure manager may also satisfy aspects expressly stated in aforementioned Act, article 11.

Requests allocated after a process of priority criteria shall be expressly ratified by the client.

## CLAIMS

In accordance with Directive, Art. 13.5, and Art. 14, Implementing Regulation (EU) 2017/2177, when the infrastructure manager does not have any viable alternative, or capacity for the concerned facility, they may claim before the regulatory body (CNMC) based on the needs proved by the railway undertaking.

## 7. PROCEDURE TO ASSIGN DELAYS AND CONFLICT RESOLUTION WHEN IMPOSING LIABILITIES WITHIN THE INCENTIVE SYSTEM FIELD

Adif has implemented the Performance Scheme, which includes the process of allocating attributable delays and conflict resolution, in accordance with Law 38/2015, of 29 September of the Railway Sector and Order FOM/189/2015, of 11 February, on the basic implementation principles of a performance scheme in the tariff system for using rail infrastructures, as indicated in section 6.2.5., Chapter 6 in the Network Statement. This process unfolds in three phases:

### Communication of allocation of imputable delays:

- Adif shall communicate to RUs, on the following business day after the train has run, the provisional daily list for each train, the computable delays, the corresponding imputation factor and the delays attributable to every RU.
- RUs, given any disagreement, shall have a maximum period of two working days to request to Adif the supporting documentation regarding the allocation of delays and liabilities, especially the information included in the incident management system.
- Adif shall have two working days to send the requested documentation and information to RUs.
- RUs after receiving the documentation and information requested to Adif, shall have two working days to make their observations on this information after receiving it. Adif may also request RUs to clarify or document the relevant justification in said cases.

### Publication of the final allocation of imputable delays

- After analysing these observations, Adif shall publish the final list of eligible delays, the allocation factor and delays attributable within nine working days after the train has run.

### Conflict resolution in liabilities allocation

- RUs, given any disagreement, may complain to the Performance Scheme Surveillance Committee within fourteen business days after the train has run.
- In the previous case, aforementioned Committee shall have a period of ten working days to communicate the final result of the allocation of delays.
- In case of discrepancy with the resolution adopted by the Incentive Monitoring Committee and if two months after starting the procedure it is not possible to reach an agreement between Adif and RUs, the National Commission of Markets and Competition shall be the body in charge of resolving.

Telematic means shall be used in every communication between Adif and RUs, related to the Performance Scheme

## 8. PROCEDURES BEFORE THE NATIONAL COMMISSION FOR MARKETS AND COMPETITION

In the rail sector, according to Law 3/2013, of 4 June, on creation of the National Commission for Markets and Competence, it corresponds to the National Commission for Markets and Competence to know and resolve the claims presented by the railway undertakings and other applicants regarding acts of the rail infrastructure manager, railway undertakings and other applicants on:

1. The content and implementation of network statements.
2. The capacity allocation procedures and their results.
3. The size, structure or application of fees and charges as required.
4. Any discrimination to access infrastructure or services linked thereto by reason of acts performed by other railway undertakings or applicants.
5. The provision of services on international rail freight corridors.
6. The National Commission for Markets and Competition shall cooperate with standardization bodies of the railway market in other Member States of the European Union for claims or research relating to an international train path.

Claims shall be submitted one month after the corresponding fact or decision takes place.

For solving the referred conflicts, the commission shall solve any denounce and shall adopt, upon request by any party, a resolution to solve the conflict as soon as possible, and, anyway, in a maximum time period of 6 weeks after receiving all information.

The resolution adopted by the National Commission for Markets and Competence shall be binding for the parties without prejudice to the remedies in accordance with article 36 in Law 3/2013 of 4 June on creation of the National Commission for Markets and Competence.

Depending on the nature of communication, Railway Undertakings and other Applicants may contact the following addresses of the Rail Infrastructure Manager:

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## Fuel Supply Services

Subdirección de Promoción del Transporte de Mercancías

Estación de Madrid Chamartín-Clara Campoamor. Agustín de Foxá, 46. 28036 Madrid..

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## Services of Traction Electric Energy Supply

Dirección Corporativa

Subdirección de Gestión de Energía Eléctrica

Avda. Pio XII, 97 - 1ª planta. 28036 Madrid

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## Acts of Adif on Payment and Management of Rail Fees and Tariffs

Dirección de Gestión Económica y Financiera

Calle Titan 4 planta 4ª 28045 Madrid..

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## Requests for Compensation for Patrimony Responsibility Arising from Damage Caused by Normal or Abnormal Public Service Provided by Adif

Secretaría General.

Calle Sor Ángela de la Cruz, 3. 28020 Madrid.

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## Other Requests or Claims Arising from the exercise of Public Powers exercised by Adif

Secretaría General

Calle Sor Ángela de la Cruz, 3. 28020 Madrid.

## Capacity Allocation

Dirección General de Circulación y Gestión de Capacidad (Adif)

Calle Agustín de Foxá, 50 estación de Madrid Chamartín-Clara Campoamor, edificio 22. 28036 Madrid.

## Traffic Management

Centro de Gestión de Red H24, Dirección de Tráfico de Adif.

Calle Méndez Álvaro, 1. 28045 Madrid.

## Services at Passenger Transport Stations

Dirección de Estaciones de Viajeros de Adif.

Avenida Pío XII, 110. Edificio 18. 28036 Madrid.

## Services at Freight Transport Terminals

Dirección de Servicios Logísticos

Estación de Madrid Chamartín-Clara Campoamor. Andén 1. Agustín de Foxá, 46. 28036 Madrid.





# Annex L

## Information Exchange Process to Operate the Capacity

### INTRODUCTION

Railway service operation requires an adequate coordination of the information generated by the infrastructure manager, Applicants and railway undertakings providing services to them.

This annex details the general conditions to use information services that the infrastructure manager makes available to Applicants, and also determines the information that shall be provided by Applicants to the infrastructure manager, in order to properly perform their duties.

### 1. SCOPE

It applies to all Applicants and railway undertakings providing service on the General Interest Rail Framework managed by an infrastructure manager.

Applicants and railway undertakings using the services of the infrastructure manager information systems implies compliance with the following provisions.

### 2. INFORMATION PROVISION SERVICES BY THE INFRASTRUCTURE MANAGER

The way in which Applicants shall interact with the Infrastructure Manager to exchange information that enables a correct train operation is described hereunder.

Whenever possible, the Infrastructure Manager shall provide an information exchange online and in digital format, although they may determine other means when there is some contingency in order to enable said exchange.

## Services linked to the provision of information services necessary to request and use the capacity (Minimum access package).

### a) Processing requests for railway infrastructure capacity.

The following IT tools shall be provided for Applicants to make their capacity requests to the Infrastructure Manager.

- Planned paths (SIPSOR/PLANIF application)
- Immediate paths (SIGES application)

### b) Availability of the allocated capacity.

Information will be provided on the capacity allocated to Applicants and the possibility of consulting it:

- Specific options of said applications (SIPSOR/PLANIF/MALLAS/SIGES).
- Sending the allocated paths in digital format.
- Provisionally and whilst the shipment through TAF/TAP TSI protocol is not available, the Infrastructure Manager shall provide every company with a daily file (xPEC) of allocated or announced paths.

### c) Train control, regulation and distribution of information on traffic and diversions.

Applicants shall receive, online and according to TAF / TAP-TSI protocol, the messages intended to provide this service (Train Running Information, Train Interruption, etc.).

As soon as possible, these messages shall include information on traffic tracks and stabling.

### d) Any other information necessary to operate the service to which capacity has been allocated.

The infrastructure manager offers to railway undertakings:

- A possibility to request specific adjustments to the Daily Operating Plan using GTRENES tool. Changing the origin or destination of a train, planned stopping times (increase / decrease), cancellations or last minute announcements, etc.
- Information on incidents affecting railway Undertakings.
  - Accessing GIFO application
  - Sending on-line TAF/TAP-TSI messaging.
- Information on Wind alerts (Sending information through office automation tools)
- Specific information from regulatory documents on Infrastructure (RGD Application)
- Information about Train Schedule, including Maximum Speed Charts (RGD Application)
- Periodic information on Temporary Speed Limits (RGD Application)

### Services associated with supplementary information service supply.

In addition to the information services necessary to request and use capacity, Applicants and railway undertakings may request from the Infrastructure Manager, other information services considered as ancillary services, after contracting and agreeing on the economic consideration:

- a) MONR tool use, to visualize trains' position on High Speed lines in a synoptic.
- b) Preparation of the standard Train Document (DT), from the stated data, as appearing under RUs responsibility.
- c) "Elcano View" web application is under way, and shall allow viewing synoptic of any point on the network (High Speed, Conventional Network and Metric Gauge Network), which shall complement or replace MONR.
- d) "Sitra +" web application is under way, and shall allow railway undertakings to view their traffic in space-time graphics
- e) Other information as agreed upon between the infrastructure manager and applicants/railway undertakings

### General conditions to provide information services.

The rail infrastructure manager shall enable, upon request, and for an adequate use of information services:

- a) A certain number of authorizations (users) to access computer applications; due to existing technical limitations, the number may be set by the infrastructure manager, depending on the production volume of the Applicant or Railway Undertaking.
- b) Initial training in computer applications to ensure knowing these. This training is intended for a limited number of trainers from railway undertakings (the maximum amount of authorized trainers shall be set by the infrastructure manager based on the number of access authorizations). The initial training shall be renewed when the service or the computer tool evolves.
- c) A user manual or documentation for every service.

## 3. INFORMATION THAT APPLICANTS AND RAILWAY UNDERTAKINGS SHALL GIVE TO THE INFRASTRUCTURE MANAGER

### Information to access regulated tracks

In order to access regulated tracks and with sufficient time before the train leaves, railway undertakings shall provide the infrastructure manager - as determined in the Railway Traffic Regulation (RCF) - at least with the following information:

#### Train composition, in two possible ways:

- Through TAF / TAP-TSI (Train Composition Message) messaging to communicate the applicant's system with the infrastructure manager
- Temporarily or in case of contingencies, accessing GTRENES application to register manually (utilities are offered to facilitate the work)

### Communication of the train ready also in two possible way:

- By messaging means TAF/TAP-TSI (Train Ready)
- Temporarily or in case of contingencies, from GTRENES or GTRENES mobile applications

### Data necessary for passenger information at stations.

Applicants and railway undertakings, which traffic is intended to transport passengers shall state to the infrastructure manager in time and form the commercial parameters required for their trains, in order to correctly inform passengers at the stations, through screens.

This commercial information should preferably be offered through a standardized messaging service according to the protocol and format defined by the infrastructure manager.

As an alternative for cases when this type of automatic delivery cannot be performed, the infrastructure manager shall make ELCANO tool available, whereby the required information can be manually entered, always with sufficient notice.

Any changes to the commercial information shall be previously informed to the infrastructure manager.

The parameters to be provided are necessary to correctly inform through the passenger information system at the stations. The most relevant ones are detailed below:

- Consistency of the technical number and the commercial number, by line section
- Shared code services
- Train branches (multi-origin and/or multi-destination)
- Commercial numbering of the train setting and the arrangement along the line
- Linking trains
- Accessibility parameters
- Train setting type (short/long, two stories, etc.)

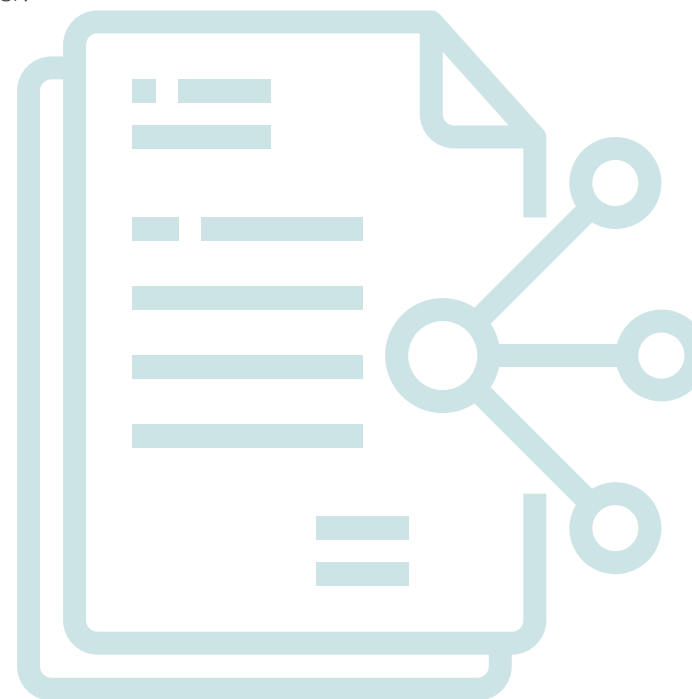
### Information on planned rotations

Consistent with the requested capacity, railway undertakings shall provide the infrastructure manager in time and form with information on train's rotation, in order to manage the stabling capacity providing information to passengers at stations. They also have the obligation to request any amendment they require to the capacity request, with the infrastructure manager deciding whether it is possible to meet said request.

### Traffic volume and freight statistics

Efficient management of the infrastructure manager's network requires having detailed statistics on passenger volumes and freight traffic on their lines.

This information is necessary to analyse the network's traffic flows, as well as the volumes transported on every network section.



For this reason, it is required that, on a monthly basis, applicants and railway undertakings provide the infrastructure manager, with the information necessary to make said statistics, regardless of any information that they must give to other bodies of the state administration.

In passenger traffic, the minimum information required has already been provided in recent years, on trains where the transport operator has a detailed occupancy control (particularly trains with a mandatory seat reservation):

- Train date
- Train number (commercial or traffic)
- Origin of the traffic report (including the station code)
- Destination of the traffic report (including the station code)
- Amount of transported passengers

For other trains, with no detailed occupancy control, the traffic volume estimation based on traffic lists or stations shall be handed over on a monthly basis. The format will be agreed upon with the infrastructure manager.

All this information shall be delivered through editable computer means.

In freight traffic, the infrastructure manager shall obtain transport data (gross and net tons per train) from the data required to access regulated tracks.

All these statistics can be shared by the infrastructure manager with:

- The General Directorate of Land Transport
- The National Market and Competition Commission (CNMC)
- The General Directorate for Railway Network Planning and Assessment
- The State Railway Safety Agency

The dissemination that all these agencies make of these statistics will always be in accordance with a global approach, neither revealing in any case the individual use of trains, nor providing aggregate information at the level of the railway undertaking

Railway infrastructure managers, in accordance with their social commitment to transparency and efficient use of infrastructure, will also regularly publish statistics, always with a global approach, neither revealing in any case the individual use of trains, nor providing aggregate information at the level of the railway undertaking, through different media

The dissemination that all these organizations make of these statistics shall always be according to a global approach, trying not to disclose the individual train use.

## ECONOMIC CONDITIONS

### Provision of information services necessary to request and use capacity

These provisions are included in the services provided by the infrastructure manager within the Minimum Access Package to the railway infrastructure (Art. 20.1 Rail Sector Act).

### Provision of supplementary information services

These provisions are considered to be ancillary services and shall be agreed upon and managed through a service contract with the Directorate of Systems and Operational Means under the General Directorate of Traffic and Capacity Management.

## 4. ACCESS REQUEST TO INFORMATION SYSTEMS

User and password requests to access Infrastructure Manager systems shall be made through:

Subdirección de Servicios de Circulación y Calidad de Adif,

where it is necessary to send, in addition to personal data, Company and NIF, the documents that the infrastructure manager determines to comply with the General Data Protection Regulation and the commitment to make a proper use of said systems.

## 5. CANCELLATION OF INFORMATION SYSTEM SUPPLIES

In order to cancel the supply of information systems as a whole, or of a particular user, it shall be necessary to make a request in writing to the same address as under the previous section.

## 6. INFORMATION SYSTEM SAFETY

### Safety

Applicants/railway undertakings and infrastructure manager shall apply an information safety policy aimed at guaranteeing a reasonable level of safety for their technical infrastructures and information systems.

The infrastructure manager is responsible for defining and applying the safety policy to the information systems service.

As such, the infrastructure manager is authorized to perform any safety test, control or audit regarding these services.



## Liabilities

Every party is liable for the safety of networks, infrastructures and systems that they operate, as well as for the flows transmitted from their infrastructure to the other party.

The infrastructure manager shall define and implement the information safety policy applied to the network and platforms available to applicants/railway undertakings.

Applicants and railway undertakings shall define and implement their safety policy applied to the network, and to the infrastructures that they use to connect to the infrastructure manager's network.

The infrastructure manager has the right to interrupt or suspend, without prior notice, partially or totally, access to a service, in the event of any safety risk to services, infrastructures or networks of accessed or underlying systems, upon detecting it or notifying it to the infrastructure manager. Said interruption or suspension would constitute a precautionary measure aimed at avoiding, limiting or compensating the consequences of this threat, on their own networks and infrastructures or infrastructures of Applicants/railway undertakings or, more generally, for services provided to their clients.

Applicants/railway undertakings shall guarantee an adequate level of equipment safety for their users to access the services. The infrastructure manager cannot be held liable in case of compromising the safety of the Applicant/Railway undertaking's infrastructures due to inadequate equipment's safety or software not supplied by the infrastructure manager, which is necessary to use or operate information services.

If necessary, the infrastructure manager has the right to withdraw without prior notice any data deposited through SI service or in the infrastructure supporting this service by a user who breaches this requirement.

### Safety officer of the Applicant/railway undertaking

Applicants' / railway undertakings' systems safety officer, hereinafter referred to as the "safety officer", is the spokes-person with the infrastructure manager on matters related to the safety of services defined hereunder. He/she represents the Applicant / railway undertaking toward the infrastructure manager for all safety issues.

The security officer communicates any information regarding suspected or proven incidents that may affect safety as soon as possible to the infrastructure manager.

Therefore, he/she points out, in particular, but not limited to, the following incidents:

- Any existence of an unnecessary account
- Any service vulnerability
- Any suspected incidents that may have led to disclosing or hacking any user's account;
- Any threat to the safety of interconnected equipment or, more generally, to the services, infrastructures or systems of the infrastructure manager.

### Protection of equipment and infrastructures

The infrastructure manager guarantees the client:

- A safe access to the subscribed information services.

- The integrity of access and data, including the introduction of access flow filtering mechanisms to reasonably protect against known attacks from the Internet
- The implementation of a safety policy.

This includes:

- Keeping systems and applications updated.
- Protecting against the main known vulnerabilities.
- Quickly implementing the corrective measures corresponding to these vulnerabilities (Malware).
- Managing and controlling access to these devices, systems and applications.

### Data quality

The infrastructure manager has every technical mean in place to ensure a reliable operation of the information services. In return, the Applicant/ railway undertaking agrees upon respecting the data exchange and input formats defined by the infrastructure manager.

## 7. INFRASTRUCTURE MANAGER LIABILITY TO THE NETWORK

The parties have expressly agreed that data quality provided by the infrastructure manager shall be consistent with the data status in the information system databases that the infrastructure manager has upon delivering said data.

The infrastructure manager is implementing every available technical mean of intervention and assistance in order to guarantee a reliable operation of the information services.

The infrastructure manager shall not liable for failures resulting from force majeure, accidental cases and/or failures due to third parties and/or failures caused by users.

On the other hand, the infrastructure manager is in no way liable for items other than Information system services, used to consult and/or extract the data.

As part of its protection and legal obligations, the infrastructure manager is bound to track operations and actions performed to their systems by recording the activity when the services of the Information Systems are used.

## 8. LIABILITY OF THE APPLICANT/RAILWAY UNDERTAKING

Applicants / railway undertakings shall guarantee that they shall use the information system services assigned in accordance with the provisions set hereunder.

Applicants / railway undertakings are liable for a correct transcription to the assigned users of teaching contents provided during the training of various information systems services, operated by the infrastructure manager under this agreement.

Applicants / railway undertakings are not liable for failures resulting from force majeure, failures due to third parties and / or failures as a consequence of the Infrastructure Manager and their suppliers.

Applicants / railway undertakings are solely responsible for interpreting and using the information and data from information systems services to which they have been granted access.

Applicants / railway undertakings assume all responsibility for the relationship with their business partners, clients and other third parties.

## 9. PERSONAL DATA PROTECTION

All personal information available to the Infrastructure Manager shall be protected by European Regulation No. 2016/679 of 27 April, 2016, on protection of natural persons with regard to personal data processing and the free movement of these data.



# 9

## MAPS





# MAPS RFIG

## Map RFIG:

Rail Network of General Interest, RFIG.

## Map 1:

Passenger transport stations, Maximum length of passenger trains, Commuter Hubs and Distances in Kilometers.

## Map 2:

Main Freight Transport Terminals, Fuel Supply Fix Points, Maximum Length of Freight Trains, Dynamic Weighbridges, characteristic Ramps in thousandths and Ports of General Interest with Connection Agreement to the General Interest Rail Network.

Update Map 2

## Map 3:

Maximum Speeds, Types of Electrification and Catenaries.

## Map 4:

Safety and Blocking Systems.

NOTE:

These maps are available in attached document on the Adif website in interactive Pdf format that allow to add and disaggregate layers to individually visualize and print the contents of each individually.

The Official State Gazette of 02/03/2023 published the Resolution of 23 February 2023 by the Directorate-General for Planning and Assessing the Railway Network, which published the Agreement of the Council of Ministers of 21 February 2023, to close the railway section between Tarancon and Utiel of line 03-310 Aranjuez-Valencia Fuente de San Luis.

## Map 1 RAM:

Maximum speeds.

## Map 2 RAM:

Passenger trains maximum length.

## Map 3 RAM:

Maximum Length of Freight Trains.

## Map 4 RAM:

Distances in Kilometers.

## Map 5 RAM:

Characteristic Ramps in thousandths.

## Map 6 RAM:

Types of Electrification and Catenaries.

## Map 7 RAM:

Safety and Blocking Systems.

The complete list of maps of the General Interest Railway Network is available on the following link:

MAPS







# 10

# CATALOGUES

CATALOGUE 1 / Service facilities descriptive files

CATALOGUE 2 / Capacity offer at service facilities

CATALOGUE 3 / Capacity offer at service facilities metric gauge

CATALOGUE 4 / Capacity restrictions in the RFIG

The complete list of catalogues  
is available on the following  
link:

CATALOGUES



# CATALOGUE 1

## Service Facilities Descriptive Files



# CATALOGUE 2

## Capacity Offer at Service Facilities





# CATALOGUE 3

## Capacity Offer at Service Facilities Metric Gauge





# CATALOGUE 4

## Capacity Restrictions in the RFIG



