

NETWORK STATEMENT 2027





Edition:

GENERAL DIRECTORATE OF PASSENGER SERVICES AND BUSINESS DEVELOPMENT

Commercial Operations Directorate

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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 the 2027 financial year, including the 2026/2027 service schedule, in accordance with the provisions of Spanish Order FOM/897/2005 of April 7, concerning the Network Statement and the procedure for the allocation of railway infrastructure capacity, which contains all the information necessary for the use of access rights, in order to ensure transparency and non-discriminatory access to the railway infrastructure for all applicants to request capacity to provide rail transport services.

NETWORK STATEMENT UPDATE

INDEX AND STRUCTURE

The Network Statement index has been updated in accordance with the common structure and Implementation Guide approved by the General Assembly of Rail Net Europe on 27 May 2025.

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 amount of the Rate for the use or special use of assets of the public railway domain will be that established in Title VI, Chapter I, Section V of Spanish Law 38/2015 of September 29, on the Railway Sector, in accordance with the amendment introduced in Spanish Law 26/2022 of December 19, amending article 93.6 of Spanish Law 38/2015 of September 29, on the Railway Sector, chapter 5 of this document

In accordance with Articles 96 et seq. of Law 38/2015, of 29 September, on the Railway Sector, the tariffs for railway charges shall be determined by the Railway Infrastructure Managers, through the adoption of a Regulation approved by their Board of Directors, which must be published in the Spanish Official State Gazette (Boletín Oficial del Estado), and whose values shall be included in the Network Statement.

During the 2026 financial year, the railway charge tariffs set out in the Charge Tariff Determination Regulations published in the Official State Gazette (Boletín Oficial del Estado) and in force during the year shall apply

PRICES TO PROVIDE BASIC, SUPPLEMENTARY AND ANCILLARY SERVICES

During 2027, the Prices to provide 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, approved by resolution of Adif Board of Directors, on XXth November, 2025, shall apply in accordance with Railway Sector Law, provision 102.

SERVICE TIMETABLE 2026/2027

The Capacity Allocation Calendar for the 2026/2027 service schedule has been updated, in accordance with the guidelines of Rail Net Europe, RNE, on requests from applicants.

The 2027 service schedule will come into effect on December 13, 2026 and will remain in effect until December 11, 2027 (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 D, "Reference Documentation," has been updated to include the most relevant legislation in force in the railway sector as of December 2025, at both national and European levels, and additionally contains references to the main applicable technical regulations currently in force.

MAPS

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

These new maps include all ADIF - 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 and Sustainable Mobility 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.

For additional information look on the website: <https://www.mitma.gob.es/ferroviario>

1.1.1.1. MAIN RAIL INDUSTRY ACTORS IN SPAIN

MINISTRY OF TRANSPORT AND SUSTAINABLE MOBILITY: ORGANIZATION AND FUNCTIONS

General Organization

The Ministry of Transport and Sustainable Mobility 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 and Sustainable Mobility is structured into the following bodies, which report directly to the head of the Department:

- a) The State Secretariat for Transport and Sustainable Mobility, on which the General Secretariat for Land Transport, the General Secretariat for Air and Maritime Transport and the General Secretariat for Sustainable Mobility depend.
- b) The Undersecretariat of Transport and Sustainable Mobility.

As a support and immediate assistance body to the head of the Ministry of Transport and Sustainable Mobility, there is a Cabinet, whose head has the rank of general director.

The following public institutions and bodies are attached to the Ministry of Transport and Sustainable Mobility through the State Secretariat for Transport and Sustainable Mobility, which is responsible for the strategic direction, evaluation and oversight of the results of their activities:

- 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.



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.
- The development of the incentive system to be applied by railway infrastructure managers.
- Application of the penalty system.
- Other powers conferred in accordance with current regulations.

Organization chart of the Ministry of Transport and Sustainable Mobility.

For additional information look on the website: <https://www.mitma.gob.es/>

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

The following are collegiate bodies attached to the Ministry of Transport, Mobility and Urban Agenda, more related to rail transport:



CIAF Commission to Investigate Railway Accidents

*Under the terms established in the sole transitional provision of Law 2/2024 of August 1, on the creation of the Independent Administrative Authority for the Technical Investigation of Railway, Maritime and Civil Aviation Accidents and Incidents."



CCTMP Commission to Coordinate the Transport of Dangerous Goods



CNTT National Land Transport Council



FRC Commission to Coordinate the Transport of Perishable Goods

Para obtener información adicional visite el sitio Web: <https://www.mitma.gob.es/el-ministerio/organos-colegiados>

RAIL SAFETY GOVERNMENT BODY

On 23 December 2014, Royal Decree 1072/2014, of 19 December, establishes the State Railway Safety Agency and its Statute, as published in the Official State Gazette. Within the scope of competences corresponding to the State, the Rail Safety Spanish Association detects, analyses, and assesses safety risks in rail transport, configuring itself as a public body governed by Law 40/2015, of 1 October, on Legal Regime of the Public Sector.

The AESF has the following **action principles**:

- a) Independence in their performance, with respect to the functions assigned in terms of railway transport safety.
- b) 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 and Sustainable Mobility, 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 and Sustainable Mobility, 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

In accordance with the provisions of Article 23 of the Railway Sector Law (LSF) and pursuant to Article 3 of the Statutes of ADIF Alta Velocidad, the following functions are assigned to the Infrastructure Manager

- a) 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 Transport and Sustainable Mobility.

- b) Construction of rail infrastructure with borrowed funds, according to the relevant agreement.
- c) Management of rail infrastructure owned by them and of that which is ordered under the relevant agreement.
- d) Provision of a minimum access package to the railway infrastructure and implementing the coordination mechanisms, included in article 20.2.
- e) Control, monitoring, and inspection of rail infrastructure that they manage, of their safety areas and rail traffic on it.
- f) The exploitation of the assets it owns, of the assets assigned to it and of those whose management is entrusted to it.
- g) 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.
- o) 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

Adif is a state-owned business entity, attached to the Ministry of Transport and Sustainable Mobility, and plays a main role as a railway sector's dynamizer, making railways the means of transport par excellence and facilitating access to infrastructure on equal conditions.

Mission

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

Vision

To serve as a benchmark organisation focused on the management of resilient, sustainable, safe and smart infrastructure, contributing 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 matters relating to the content of this Network Statement and to the procedure for the allocation of railway infrastructure capacity are further developed by Order FOM/897/2005 of 7 April, in accordance with the provisions set forth in the Railway 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 F to this NS includes the Catalogue of Axes and Lines of the General Interest Railway Network managed by the Infrastructure Manager, in accordance with the provisions of Order FOM 710/2015, of 30 January, as updated in accordance with Order FOM/925/2018, of 10 September, and Orders TMA/1240/2020, of 8 December, TMA/488/2021, of 19 May, and TMA/1108/2022, of 11 November, as well as with the provisions of Article 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	20,337,331 (*) thousand €
Own Funds	2,583,070 (*) thousand €
Equity	14,995,124 (*) thousand €
Employees Adif	13.619 (¹)
(¹) Data to 31/12/2025 / * Provisional data to 30/11/2025	

Passenger Stations	
Nr. of Stations	1,445
Data to 01/01/2026	

Freight Transportations Terminals	
Main Freight Transport Terminals	45
Data to 31/12/2025	

Infrastructure and Traffic		
(*) Railway Network Owned by Adif:	11.675,9	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)	10.212,5	Km.
• Mixed Network (combination of Iberian Gauge and Standard Gauge)	126,8	Km.
• Narrow Gauge Network of metric gauge (1,000 mm distance between both rails)	1.195,3	Km.
Lines equipped with ERTMS	384,5	Km.
Lines equipped with ASFA	10.710,5	Km.
Lines equipped with Automatic Blocking Systems	9.640,1	Km.
Lines equipped with CTC	9.070,6	Km.
Electrified Line	6.761,6	Km.
**Nr. of Traffic	1.822.303	
* 1st quarterly version 2026 of Adif, Cirtra Joint Processing - january 1, 2026		
** Data accumulated to 31/12/2025		

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 D of this document.

1.3.2. LEGAL STATUS OF THE NETWORK STATEMENT

General Considerations

The Network Statement (NS) shall be binding on Railway Undertakings (RUs) and on Applicants seeking access to the infrastructure in order to provide rail transport services, as well as on the Infrastructure Manager, with regard to the rights and obligations arising therefrom.

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

In terms of Safety, regarding traffic and regulation, the information contained in this NS is for information purposes only, applying Chapter 6 of this NS at all times, and where the content of the NS is in conflict with the provisions of the technical and regulatory documents in force on rail safety and interoperability, the latter shall always prevail.

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 (EF), reaching an operating criteria for different IMs with different Network gauges.

In accordance with the applicable legislation, and in particular pursuant to Title V of Act 38/2015 of 29 September on the Railway Sector and Royal Decree 929/2020 of 27 October on railway operational safety and interoperability, the Infrastructure Manager holds the corresponding renewed Safety Authorisation issued by the State Railway Safety Agency, by Resolution dated 26 November 2020, which was subsequently reviewed in order to include within its scope certification as an Entity in Charge of Maintenance, by Resolution dated 15 June 2022. The Traffic Safety Management Systems of infrastructure managers shall comply with the requirements laid down in Commission Delegated Regulation (EU) 2018/762 establishing common safety methods on safety management system requirements, which has been applicable in Spain since 31 October 2020.

1.3.3. REQUESTS, ALLEGATIONS AND CLAIMS

Annex J 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.

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 27th May 2025, 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 various Annexes consolidate all information subject to frequent updates, and also include informational content, such as: timetable of service, international freight path catalogue, capacity request template, legislation, glossary, catalogue of tracks and lines of the RFIG, average capacity of the main lines and ADIF Alta Velocidad services, line classification by type, framework agreement, conflict resolution procedure, information exchange process for capacity management, framework capacity, and the self-consumption procedure.

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

List of Service Facilities: General information of the facility, owner/operator (of every service), service access, use, and provision terms, offer of services and prices. Information of the manager and other owners/operators of service facilities, available on PISERVI application

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

The Network Statement (NS) shall enter into force upon its publication and shall apply to rail transport operations and to capacity requests relating to the working timetable period running from 15 December 2025 at 00:00 to 13 December 2026 at 24:00, and may be updated by the Infrastructure Manager whenever its contents so require.

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 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.



1.6. Adif Directory

The Infrastructure Manager provides railway undertakings and other applicants with an organisation that offers a comprehensive service to facilitate access to the infrastructure. The aim of the project is to develop and implement a railway infrastructure for the provision of various passenger and freight transport services and to carry out tests on the railway infrastructure.

The Adif Directory is detailed 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

Communication and External Relations



Subdirección de Relaciones con los Medios
Dirección de Comunicación y Reputación Corporativa



Calle Sor Ángela de la Cruz, 3
28020-Madrid
www.adif.es

One stop shop for railway undertakings and applicants



Subdirección de Relaciones con Operadores Ferroviarios
Dirección de Explotación Comercial



E-mail: relaciones_operadores_ferrovios@adif.es



Calle Sor Ángela de la Cruz, 3
28020-Madrid
www.adif.es

Authorisation of Connections to the RFIG, Loading Yards



Subdirección de Relaciones con Operadores Ferroviarios
Dirección de Explotación Comercial
E-mail: relaciones_operadores_ferrovios@adif.es



Calle Sor Ángela de la Cruz, 3
28020-Madrid
www.adif.es

Authorisation to Conduct Tests on the RFIG



Subdirección de Relaciones con Operadores Ferroviarios
Dirección de Explotación Comercial

Test request:
<https://sede.adif.gob.es/opencms/system/modules/sede/index>



Calle Sor Ángela de la Cruz, 3
28020-Madrid
www.adif.es

Information on Passenger Stations



Subdirección de Servicios al Cliente y Planificación
Dirección de Estaciones de Viajeros y Proyectos singulares
Gestión de Instalaciones de Servicios



Avenida Pío XII, 110; Edificio 18
28036-Madrid

Information on Freight Transport Terminals



Subdirección Comercial
Subdirección de Gestión de Servicios a Clientes
Dirección de Servicios Logísticos
Gestor de Instalaciones de Servicios



Estación Madrid-Chamartín-Clara Campoamor
Calle Agustín de Foxá, 46
Edificio Comercial - Andén 1
28036-Madrid

RNE One Stop Shop (RNE OSS) General Network Access Information

One-Stop Shop (OSS) for the European Atlantic Freight Corridor



Adif One Stop Shop (Adif OSS)
Subdirección de Servicios de Circulación y Calidad
Dirección General de Operaciones y Explotación



Estación Madrid-Chamartín-Clara Campoamor - Edif. 21
Calle Agustín de Foxá, 50
28036-Madrid

RNE One-Stop Shop (OSS) for the European Atlantic Freight Corridor



One-Stop Shop (OSS) for the European Atlantic Freight Corridor
Subdirección de Servicios de Circulación y Calidad
Dirección General de Operaciones y Explotación



Estación Madrid-Chamartín-Clara Campoamor - Edif. 21
Calle Agustín de Foxá, 50
28036-Madrid

Capacity Allocation on Railway Lines Integrated within the RFIG



Dirección Adjunta de Gestión de Capacidad
Dirección General de Operaciones y Explotación



Estación Madrid-Chamartín-Clara Campoamor - Edif. 21
Calle Agustín de Foxá, 50
28036-Madrid

Train Traffic Control and Contingency Planning



24h Network Management Centre
Dirección de Tráfico
Dirección General de Operaciones y Explotación



Calle Méndez Álvaro, 1
28045-Madrid

Traffic Safety



Dirección de Seguridad en la Circulación



Estación Madrid-Chamartín Chamartín-Clara Campoamor
Calle Agustín de Foxá, 48
Edificio Comercial Chamartín, 2ª planta
28036-Madrid

Authorisation of Rolling Stock



Dirección de Seguridad en la Circulación



Estación Madrid-Chamartín Chamartín-Clara Campoamor
Calle Agustín de Foxá, 48
Edificio Comercial Chamartín, 2ª planta
28036-Madrid

Information on Civil Protection



Dirección de Seguridad y Autoprotección



Estación Madrid-Chamartín Chamartín-Clara Campoamor
Calle Agustín de Foxá, 48
Edificio andén vía 1
28036-Madrid

Studies for Exceptional Transport



Dirección de Seguridad en la Circulación



Estación Madrid-Chamartín Chamartín-Clara Campoamor
Calle Agustín de Foxá, 48
Edificio Comercial Chamartín, 2ª planta
28036-Madrid

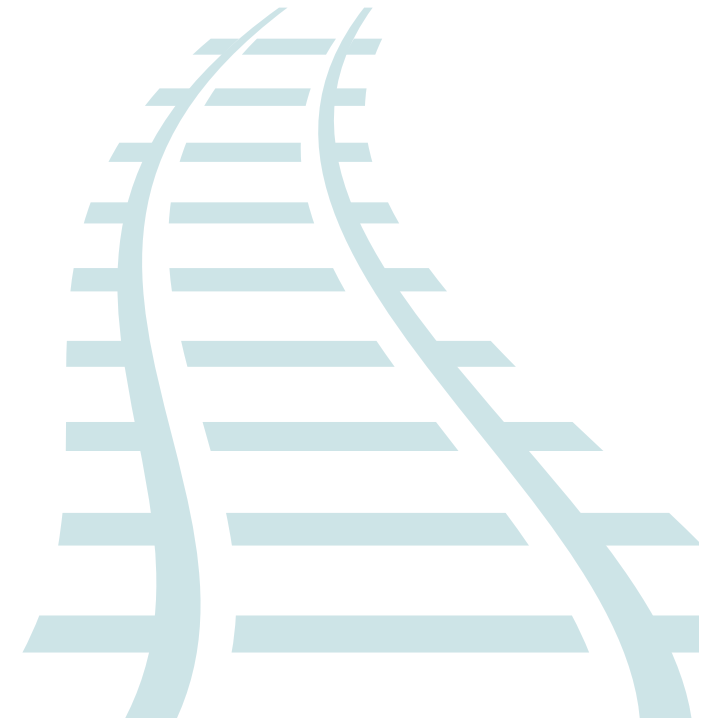
Technological Innovation



Railway Technology Centre
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 of the European Parliament and of the Council of 22 September 2010 concerning a European rail network for competitive freight, entered into force on 9 November 2010. This Regulation requires Member States to establish market-oriented International Rail Freight Corridors (RFCs) in order to achieve the following objectives:

- 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

The Railway Infrastructure Manager, together with the Infrastructure Managers of Portugal (IP), France (SNCF Réseau) and Germany (DB Netz), form part of this corridor, which comprises more than 6,200 km of railway lines along the Sines/Setúbal/Lisbon/Aveiro/Leixões/Valongo – Algeciras/Madrid/Bilbao/Zaragoza – Bordeaux/Paris/Nantes/La Rochelle/Le Havre/Metz/Strasbourg – Mannheim axis, crossing the international border sections of Vilar Formoso/Fuentes de Oñoro, Elvas/Badajoz, Irún/Hendaye and Forbach/Saarbrücken.

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

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

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.medrfc.eu/our-services/commercial-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 Clara Campoamor ES 28036 Madrid - gescapacidadinternacional@adif.es

OSS contact list is available at: <https://rne.eu/organisation/>

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

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2.1. Introduction

This chapter describes the main characteristics of the railway infrastructures managed by the Infrastructure Manager. Railway infrastructure, as determined in article 3 of the Spanish Railway Sector Law and its Annex IV, consists of the following elements:

- 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 form part of the main and service tracks, with the exception of the tracks within the rolling stock repair yards and the traction engine depots or garages, as well as the private branch lines

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 Ministry of Transport and Sustainable Mobility 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 content of this chapter and the related Annexes to this Network Statement are for information only and in the event of any discrepancy with the technical requirements contained in the applicable legislative and regulatory documents on railway safety and interoperability, the latter shall prevail.

There is Capacity Manual that is sent by the Capacity Planning and Management Department under the 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 G.

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 **3,121.1 Km.** lines operating with ERTMS, of which **384,5 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 F](#).

2.2.2. CONNECTIONS TO OTHER NETWORKS

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 Puigcerda/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 Lutzana-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).

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.

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 (mm)	3 KV CC / 1,5 KV CC	AO 263/ CO 244/ Orders SO No. 1
ESPAÑA / PORTUGAL	Tuy -Valença	Adif - IP	1668 (mm)	NO / NO	Instruction CO 4/23 (León), 8/23 (Sevilla) IET N° 04 IP.-Direção de Circulação Ferroviária - DCF
	Fuentes de Oñoro -Vilar Formoso	Adif - IP	1668 (mm)	NO / 25 KV CA	

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 for cross-border coordination between Infraestructuras de Portugal, SA, (IP, SA) and Administrador de Infraestructuras Ferroviarias, E.P.E (ADIF, E.P.E.) Resolution of June 29, 2021, of the State-Owned Business Entity Administrador de Infraestructuras Ferroviarias, by which the Agreement with Infraestructuras de Portugal, SA, for cross-border coordination, is published. (BOE No. 172 of July 20, 2021). Likewise, the agreement between the National Safety Authorities of the Portuguese Republic and the Kingdom of Spain concerning operational safety and interoperability of railway activities on border sections, drawn up in Madrid and Lisbon on December 14, 2023.

PORTS WITH CONNECTION TO THE GENERAL INTEREST RAIL NETWORK:

PORTS WITH CONNECTION TO RFIG		
PUERTO	PUNTO DE CONEXIÓN FÍSICA	DOCUMENTACIÓN REGLAMENTARIA
Santander	1200 m from signal M4 (under the bridge of the S-10 motorway). Signposted.	Instruction AO/CO N° 5/18
Bilbao	-On the Zierbena side, opposite signal M16, at KP 17+345. -On the Santurtzi side, opposite signal M19 and M21, at KP 15+335 Signposted.	Instruction AO/CO N° 2/22
Pasaia	Port access gates, KP 629+ 618, 25 m from signal M1 Signposted.	Instruction AO/CO N° 2/19
Tarragona	Connection 1: in the centre of the 6/8 outlet, coinciding with KP 274/468 of line 210 from Miraflores to Tarragona. Connection 2: 18.544 metres before signal S2/P3, on the Port side.	Instruction CO N° 5/21
Huelva	Two physical connection points: 1 Connecting line between switch 79 (KP 107+585) of the Majarabique Huelva Terminus line and Level Crossing type a at KP 000+018. 2.- Torre Arenillas - Coto de Palos branch line, square full stop signal and X4 derail.	Instruction AO/CO N° 0027/17
Málaga	km 0.646 of the branch line, next to the Paseo Marítimo Antonio Machado. Coincides with the functional point. Signposted.	Instruction AO/CO N° 00001/21
Sevilla	Located on the La Salud - Puerto de Sevilla connection line KP 001+717. On the port side of the bridge that crosses over the Guadaira River. Signposted.	Instruction AO/CO N° 0001/22
Bahía de Algeciras	Algeciras Station - Port of Algeciras access branch. Directly under the Paseo de la Conferencia of this city. Signposted.	Instruction CO N° 0002/20

PORTS WITH CONNECTION TO RFIG		
PUERTO	PUNTO DE CONEXIÓN FÍSICA	DOCUMENTACIÓN REGLAMENTARIA
Castelló	Signal beacon, 5 metres from signal S2/PT with KP:0+137 of Les Palmes on port side.	Instruction AO/CO 00004-18
Valencia	Port access gate (KP 0+ 806) protected by railway signals EP6 - EP8 and EP10 at the entrance and by signals SP5 - SP7 and SP9A - SP9B - SP9C at the exit.	Instruction AO/CO N° 3-18 APv- FSL connection
Cartagena	KP. 11+310 of the connection line, 800 metres from the M1 signal at Escombreras.	NO INSTRUCTION PUBLISHED Instruction ATOI_CTOI 00001-22 under 1M and port access
Alicante	It is located at the height of the ASFA beacon of the E3 signal at the entrance to Sant Gabriel station.	Instruction AO/CO 00002-19 Alicante Port
Gijón (ancho ibérico)	a) Line 152 Gijón Puerto - Veriña: 100 metres from signal 14S towards Estación de Veriña. b) Line 150 Aboño - Veriña: 25 metres from signal E1. Signposted.	Instruction AO/CO N° 280/327
Gijón (ancho métrico)	KP 8+124 where the protected point post is located at the entrance to Aboño Mercancías station. Signposted.	Instruction AO/CO 4/23
Aviles (ancho ibérico)	Existing gate in the perimeter fence, towards the Port, after passing the San Juan de Nieva station switch No. 19. Signposted.	Instruction AO/CO N° 07/19
Aviles (ancho metrico)	KP 1+020 of Line 758 La Maruca Mercancías - Puerto de Avilés. Signposted.	Instruction AO/CO N° 08/19
Vilagarcía de Arousa	KP 53.931 22 metres from signal S2/P in the direction of the Port. Signposted.	Instruction AO/CO N° 292/390
A Coruña	KP 545.841, referring to line 834, at the tip of the switch rail of the C1 switch of the A Coruña Port Network. Signposted.	Instruction AO/CO N° 13/19
Ferrol	KP 1.820 of the connecting line, which starts at Ferrol station, after the tunnel exit, towards Ferrol Port. Signposted.	Instruction AO/CO N° 03/21
Marín	KP 5.404 of the connecting branch line 20.20m from the SPM signal, towards the port.	Instruction AO/CO N° 15/19
Vigo	The closing gate of the fence separating the Adif terminal from the port, located next to derail X13. Signposted	Instruction 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:

- Communication systems with control centers, GSM_R phones, etc.
- Hot axle detectors
- Maximum load per axle and meter on different lines and sections of the General Interest Railway Network
- Information on dynamic scales
- 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 (LTI), is published on an annual and monthly basis:

Annual ICL (LTI)

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 (LTI)

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 F, 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, Service Facilities Descriptive Leaflets, available on PISERVI application and the 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 contour and rules defining the reductions to be applied to this contour. These reductions depend on the geometric characteristics of the material, the position of the section in relation to the axles, the height of the point in question in relation to the rolling plane, the design clearances, the maximum wear expected and the elastic characteristics of the suspension. The contour resulting from applying the reductions defines the space that the design profile of the rolling stock must not exceed.
- **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 Railway Gauging Instruction was approved by Order FOM/1630/2015 of 14 July, as amended by Order TMA/135/2023 of 15 February.

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
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
Accleration (m/s ²)	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 Madrid - Valencia and Bif. Teruel - Sagunto.

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 Deputy Directorate for Capacity Management of the Directorate-General for Operations and Railway Operations for regular or occasional trains, and the Traffic Control Department (H24) for immediate trains.

2.3.9. ELECTRIC POWER SUPPLY

Adif Managed Network counts on **6.761,6 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 electrified network in 3kV DC 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 purposes, restrictions may apply in the Infrastructure Register from 1 January 2025 to the use of copper or copper alloy scrubbers on specific lines and from 1 January 2028, in any point in the network, only copper or copper alloy impregnated carbon scrubbers (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 SIGNALING 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, 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/PM, Traffic Management Center/Control Office

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.

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. 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.

AUTOMATIC TRAIN PROTECTION SYSTEMS:

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.

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

SISTEMAS DE PROTECCIÓN DEL TREN:

ASFA, Signals and Automatic Braking.

Protection system that monitors the trains' speed based on a timely information of fixed signals - received through beacons – with the following functions:

- a) Cabin signal information;
- b) Monitoring control speed curves at certain track points when approaching a signal;
- c) Automatically stopping the vehicle on certain situations, such as passing a stop signal or if the driver skips some acknowledgements;

The driver shall always comply with the instruction of fixed signals and carry out the relevant operations in the cabin.

ASFA is installed on all main lines in the General Interest Rail Network owned by the Railway infrastructure manager.

Technical Recommendation 3/2024, of the State Railway Safety Agency, on ASFA system update schedule to make compatible the versions of on-board equipment with the operations deployed on the track, sets the following:

As a result of a technological progress and the implementation of ASFA Digital system, the deadlines to remove previous versions of on-board equipment ("blackout") to make these work with the final reference version of (ASFA v4C) system are the following:

- Metric Gauge Network (RAM):
 - Versions prior to ASFA v4, deadline: **30 June 2025**.
 - Versions prior to ASFA v4C*, deadline: **30 June 2027**.
 - Conventional and high-speed network (CONV and HS):
 - Versions prior to ASFA v4, deadline: **30 June 2029**.
 - Versions prior to ASFA v4C*, deadline: **31 December 2029**.
- * ASFA v4C = ASFA v4 + Files 188, 189R1, 191R3, 192, 193, 194R1, 195, 197, 199, 201.



2.3.14. RAILROAD HIGHWAYS

Adif is aligned with the "Strategy for Safe, Sustainable and Connected Mobility" of the Ministry of Transport and Sustainable Mobility and in particular under its 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, the Madrid – Valencia corridor (Gauge 1,668 mm) and the Huelva – Sevilla – Córdoba corridor (Gauge 1,668 mm) and the Madrid/Valencia - Alcázar S.J. - Manzanares - Puertollano- Mérida - Badajoz Frontera, are available for circulation with semi-trailers up to 4.00 meters in maximum height. Adif is also in the process of upgrading the Zaragoza – Madrid – Algeciras corridor (Gauge 1,668 mm) to allow circulation with trains with AF4.2 gauge (with semi-trailers up to 4.20 meters in maximum height).

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.

In these cases, the procedure for dealing with environmental emergencies applies, requiring coordinated action by a single interlocutor and manager between the various Adif and ADIF - Alta Velocidad departments involved and/or the emergency services. This procedure establishes the general criteria for action in the event of emergencies affecting the environment directly or indirectly as a result of spills of substances that may cause an environmental emergency, in all its phases: recognition of the emergency, warning, alarm, monitoring, coordination with external assistance and return to normality, regardless of the origin of the event. Accidents or incidents

that cause an environmental emergency must be reported to the corporate environmental body so that internal procedures can be implemented to minimise the risk and assess the event. In this way, a comprehensive management of environmental emergencies is carried out from the alarm phase, including the management of the decontamination of the affected soil, until, if necessary, the administrative declaration of the corresponding Autonomous Community certifying the end of the decontamination.

There is also a procedure for dealing with minor environmental incidents, i.e. those that can be dealt with by a small number of people using their own resources, applying simple corrective measures, without the need to activate the Adif and ADIF- Alta Velocidad Emergency Action Plan.

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.

Finally, in January 2022, the Ministry of Transport, Mobility and Urban Agenda finally approved the "Strategic noise maps of the major railway axes phase III" (BOE No. 64 of March 16, 2022).

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.

Transporting dangerous goods in some sections will require the infrastructure manager to specifically assess the risks arising from this type of transport, in compliance with the implementing legislation in this area:

If there is any section with restrictions, it will be published in the Line Traffic Report (ICL) of the Train Hours.

Regarding service facilities, the Service Facilities Descriptive Leaflets, available on PISERVI Application, indicate whether the facility allows to store, park and/or handle dangerous goods

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

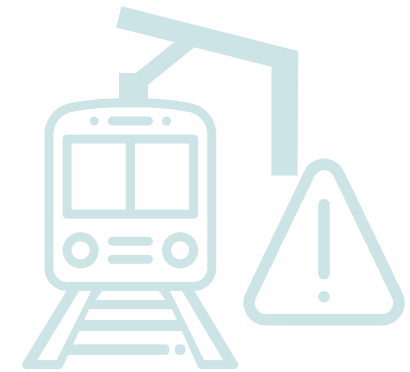
https://www.seguridadferroviaria.es/normativa/normativa-nacional/normativa-en-materia-de-mercancias-peligrosas_y

<https://www.seguridadferroviaria.es/normativa/normativa-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 and Sustainable Mobility has approved the Indicative Strategy for the development, maintenance and renewal of the railway infrastructure, in compliance with the provisions set out in the sectoral legislation. The Strategy, included as a reform within the Recovery, Transformation and Resilience Plan (RTRP), aims to strengthen the development, maintenance and renewal of the infrastructure by establishing a financial and priority framework to meet future mobility needs, ensure the sustainability of the system, and achieve a Single European Railway Area.

The full content is available at the following electronic address:

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

As a result of the above, ADIF has prepared the corresponding Activity Programme, available at:

<https://www.adif.es/documents/20124/2515556/Programa+de+Actividad+ADIF+2022-2026.pdf/d3e1bca4-8cab-fbc2-6983-a57d1883e3a6?version=1.0&t=1726675318985&download=true>

To consult the set of actions currently being defined, visit the following link:

<https://www.transportes.gob.es/ferrocarriles/estudios-de-planificacion>

2.6.1. ACTIONS PLANNED

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

Mediterranean Corridor: Castellbisbal-Vilaseca.

Year 2026: Commissioning file. In service

Year 2027: In service

Mediterranean Corridor: Valencia Font Sant Lluís-Almussafes

Year 2026: Works in progress.

Year 2027: Commissioning file / In service

Corredor Mediterráneo: Estación de Font de Sant Lluís

Year 2026: Works in progress

Year 2027: Works in progress

Mediterranean Corridor: La Encina – Alicante fork. Third rail.

Year 2026: Works in progress / Commissioning file

Year 2027: Commissioning file / In service

Remodelling of the trackbed and electrification of the Alacant Terminal station. Phase A.

Year 2026: Works in progress / Commissioning file

Year 2027: Commissioning file / In service

Railway Access to the Port of Sagunto.

Year 2026: Works in progress/ Commissioning. file

Year 2027: In service

New southern railway access to the port of Castellón. Platform

Year 2026: Works in progress / Commissioning file

Year 2027: In service

New southern railway access to the port of Castellón. Track assembly, Electrification and CMS

Year 2026: Works in progress/ Commissioning file

Year 2027: In service

Track renewal. Route: Xàtiva-Alcoi.

Year 2026: Works in progress

Year 2027: Commissioning file

Comprehensive renewal of the line on the Buñol-Utiel section. Platform and track.

Year 2026: Works in progress

Year 2027: Commissioning file

Renewal of track and catenary in Silla Cullera. Gandía-Silla Line.

Year 2026: Works in progress / Commissioning file

Year 2027: In service

New Levante High-Speed railway access. Madrid – Castilla La Mancha – Valencian Region – Region of Murcia. Torrellano deviation. Section: Access to Alicante Airport. Phase I. Platform and Track.

Year 2026: Being drafted/ Tendering of works

Year 2027: Tendering of works / Works in progress

Mediterranean Cantabrian Corridor. Zaragoza-Teruel-Sagunto Line. Electrification to 25 kVAC (adaptation of gauges, overhead contact lines and substations) of the Zaragoza – Teruel section.

Year 2026: Works in progress

Year 2027: Commissioning file

Mediterranean Cantabrian Corridor. Zaragoza-Teruel-Sagunto Line. Electrification to 25 kVAC (adaptation of gauges, overhead contact lines and substations) of the Teruel - Sagunto section.

Year 2026: Works in progress

Year 2027: Works in progress

Execution of the construction project for the provision of BAU (Single Track Automatic Block) and resolution of the 25 kVAC electrification issues on the Zaragoza-Teruel-Sagunto line. Monreal - Sagunto section.

Year 2026: Commissioning file

Year 2027: In service

Execution of the construction project for the provision of BAU (Single Track Automatic Block) and resolution of the 25 kVAC electrification issues on the Zaragoza-Teruel-Sagunto line. Teruel-Caminreal fork section.

Year 2026: Works in progress / Commissioning file

Year 2027: In service

Renewal of the Zaragoza gauge changer

Year 2026: Execution of works

Year 2027: Execution of works

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

Year 2026: Tendering of works / Works in progress

Year 2027: Works in progress / Commissioning file

Valladolid arterial railway network Eastern deviation. Platform

Year 2025: Commissioning file (Phase I - North link) / In service (Phase I) / Works in progress (Phase II – South link)

Year 2026: Works in progress and Commissioning file Phase II – South link

Freight trackbed of the railway complex and connection to the Valladolid main railway network

Year 2025: Completion of works/In service

Year 2026: In service

Works on the track construction and electrification project for the Valladolid Eastern Railway bypass

Year 2025: Works in progress

Year 2026: Works in progress / Commissioning file /In service

Construction project for the new railway complex in Valladolid. Phase II

Year 2025: Works in progress

Year 2026: Works in progress

Superstructure improvement and renewal works on the Overhead contact line between Río Duero - Pinar de Antequera and the Valladolid Campo Grande Station.

Year 2026: Works in progress

Year 2027: Works in progress

Project and Construction Works for the Eastern Railway deviation safety installations and the new Valladolid railway complex

Year 2026: Works in progress/ Commissioning file/In service

Year 2027: In service

Works associated with the Madrid-Zaragoza Railway Highway

Year 2026: Works in progress / Completion of works

Year 2027: In service

Track duplication and safety installations between Astillero and Orejo

Year 2026: Works in progress

Year 2027: Completion of works / Commissioning file

Burying of the metric gauge line in Torrelavega (Cantabria). Temporary deviation

Year 2026: Works in progress (burying and parking)

Year 2027: Works in progress (burying and parking)

Burying of the metric gauge line in Torrelavega (Cantabria).

Year 2025: Works in progress

BAB (Banalysed Automatic Blocking) installation in Torrelavega-Santander-Nueva Montaña and Maliaño-Astillero.

Year 2026: Works in progress

Year 2027: Works in progress / In service

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

Year 2026: In service

Year 2027: In service

Line 700: Intermodal Abando Ind. Prieto-Casetas. Adaptation of the Orduña station for 750-meter trains.

Year 2026: In service

Year 2027: In service

Line 160: Palencia-Santander. Duplication of the Torrelavega Santander track (1st phase from Muriedas to Santander) and other works between Guarnizo and Muriedas

Year 2026: Works in progress / In service

Year 2027: In service

Line 160: Palencia-Santander. Duplication of the Torrelavega-Santander track (Renedo to Guarnizo phase and other projects)

Year 2026: Works in progress

Year 2027: Works in progress / In service

Line 770: Santander-Oviedo. Construction project for the standardisation and modernisation of blockings and new signal boxes between Cabezón de la Sal and Torrelavega Centro

Year 2026: Works in progress

Year 2027: Works in progress / In service

Road restoration on the Mataporquera-Torrelavega section. Phase II

Year 2026: Works in progress

Year 2027: Works in progress

Drafting of construction projects, execution of security and communications installations on the Torrelavega-Santander section of the Palencia-Santander line

Year 2026: Works in progress

Year 2027: In service

Comprehensive renewal of the Cabezón-Santander track (Unquera-Cabezón de la Sal section)

Year 2026: Works in progress

Year 2027: Works in progress



Comprehensive renewal of the Santander - Hoz de Anero track

Year 2026: Works in progress

Year 2027: Works in progress

Work on the safety installations at the Santander station on the metric gauge network

Year 2026: Works in progress

Year 2027: Works in progress

Architecture construction project of the of stations and stops on the C-1 commuter line between Torrelavega and Santander

Year 2026: Works in progress

Year 2027: Works in progress / In service

Telephone blocking suppression works on the Guardo-Arija-Balmaseda section.

Year 2026: Works in progress

Year 2027: Works in progress / In service

Execution of the construction project to suppress the telephone blocking between Aranda de Duero – Aranda fork

Year 2026: Works in progress / In service

Year 2027: In service

Works to install a BAB (Banalysed Automatic Blocking) on the Zaramillo – Bilbao section

Year 2026: Works in progress

Year 2027: Works in progress / In service

Extension of sidings to 750 m on the General Interest Rail Network. Palencia-Santander Line. Cobejo and Corrales de Buelna stations. (province of Cantabria)

Year 2026: Works in progress

Year 2027: Works in progress / In service

Extension of sidings to 750 m on the General Interest Rail Network. Zaragoza – Irún line. Stations: Caparrosa, Carrascal and Uharte-Arakil. (province of Navarra)

Year 2026: Works in progress

Year 2027: Works in progress / In service

Extension of sidings to 750 m on the General Interest Rail Network. Miranda de Ebro - Bilbao Line. Lezama Station. (province of Vizcaya)

Year 2025: Works in progress

Year 2026: Works in progress / In service

Extension of sidings to 750 m on the General Interest Rail Network. Miranda de Ebro-Bilbao Line. Izarra Station (province of Álava)

Year 2026: In bidding

Year 2027: Works in progress

Extension of sidings to 750 m on the General Interest Rail Network. Miranda de Ebro-Bilbao Line. Pobes Station. (province of Álava)

Year 2026: In bidding

Year 2027: Works in progress

Execution of the works of the project to improve and extend the useful length of the tracks at the Muriedas railway terminal

Year 2026: Works in progress / In service

Year 2027: In service

Rationalisation of the Medina del Campo station

Year 2026: Works in progress

Year 2027: Works in progress

Execution of the construction project for an OGI axle changer at the Irún station, Madrid-Hendaye line. Track assembly and electrification

Year 2026: Works in progress / In service

Year 2027: In service

Renewal of the overhead contact line between Miranda and Logroño. Line 700 Castejón de Ebro-Bilbao

Year 2026: IWorks in progress

Year 2027: Works in progress / In service

Track renewal and electrification project for the metric-gauge Santander station.

Year 2026: Works in progress

Year 2027: Works in progress

Construction project for comprehensive renewal of the track between Orduña and Santa Cruz de Llodio (PPKK 208/464 - PPKK 266/100). Line 700 Castejón de Ebro - Bilbao.

Year 2026: In bidding

Year 2027: Works in progress

Execution of the construction project for the implementation of the 4+4+2 scheme at the atocha commuter station

Year 2026: Works in progress and Commissioning

Year 2027: In service

Chamartín Station. Remodelling of Iberian gauge platforms.

Year 2025: Works in progress and Termination for incompatibility with coverage / Commissioning file

Year 2026: Commissioning

Increase in section capacity: Pinar de las Rozas-Las Matas Station Junction. Track, electrification and signalling.

Year 2026: Works in progress

Year 2027: Works in progress

Extension of the Madrid Cercanías (commuter line) to Soto del Real and Construction of the new Passenger Building and the annexed park and ride at the Soto Sur station in Soto del Real.

Year 2026: Works in progress

Year 2027: Works in progress / Commissioning

Complete renewal of the Cercedilla – Cotos line (infrastructure and track, electrification, and telephone blocking suppression)

Year 2025: Works in progress / Commissioning

Year 2026: In service

Execution of the Fuencarral - Tres Cantos track renewal project

Year 2026: Works in progress / Commissioning

Year 2027: Completed works

Execution of the construction project of the access to terminal t4 of the Madrid-Barajas Adolfo Suárez airport in standard gauge on mixed track

Year 2026: Works in progress and Commissioning

Year 2027: In service

Execution of the construction project for the renewal of signage on the Madrid commuter network - northeast zone.

Year 2026: Completed works

Year 2027: Completed works

Execution of the construction project for the renewal of signage on the Madrid commuter network - north zone.

Year 2026 Completed works

Year 2027: Completed works

Execution of the construction project for the rationalisation of tracks at the Guadalajara station (commuter network)

Year 2025: In bidding/ Works in progress / Commissioning

Year 2026: In service

Execution of the construction project for a new shuttle service siding at the Illescas station

Year 2026: Works in progress

Year 2027: Works in progress and Commissioning

Implementation of the ERTMS L2 train protection system. Madrid commuter train Section: Aranjuez – Villalba.

Year 2026: Works in progress

Year 2027: Commissioning / In service

Remodelling of the Madrid-Vicálvaro freight rail terminal

Year 2025: Commissioning

Electrification Illescas – Talayuela.

Year 2026: Tendering of works

Year 2027: Works in progress

Seville-Huelva line. Extension of the useful track length to 750 m from the Salteras siding.

Year 2026: Works in progress / In service

Year 2027: In service

Seville-Huelva line. Construction project to extend the Escacena station storage sidings by 750 m

Year 2026: Works in progress / In service

Year 2027: In service

Bobadilla-Algeciras Line. Execution of works to extend the useful length of the Campillos and Setenil sidings to 750 m on the Bobadilla-Ronda section.

Year 2025: Works in progress / In service

Year 2026: In service

Bobadilla-Algeciras Line. Electrification of the Bobadilla-Ronda section

Year 2025: Conditioned by the approval of the Informative Study

Bobadilla – Algeciras Line. Electrification of the Ronda-Algeciras section

Year 2026: Tendering of works / Works in progress

Year 2027: Works in progress

Bobadilla-Algeciras Line. Signalling and telecommunications installations to suppress the telephone blocking on the Bobadilla-Ronda line.

Year 2026: Works in progress / In service

Year 2027: In service

Bobadilla-Algeciras Line. Comprehensive work on the trackbed and platforms in Jimena de la Frontera and replacement of overpasses with gauges for future electrification.

Year 2026: Works in progress / In service

Year 2027: In service



Remodelling of the Puertollano station. Safety installations

Year 2025: Works in progress / In service

Mérida-Puertollano Line. Electrification.

Year 2026: Tendering of works / Works in progress

Year 2027: Works in progress

BAB (Banalysed Automatic Blocking) installation on the Herrera de la Mancha-Manzanares section

Year 2026: Works in progress

Year 2027: Works in progress

Execution of works for the construction project of the Madrid - Alcázar de San Juan - Jaén high-speed line. Alcázar de San Juan - Manzanares section. Supplementary actions.

Year 2026: Works in progress

Year 2027: Works in progress

Mérida-Puertollano Line. Execution of track renewal works on the Ciudad Real-Badajoz line. Section: Brazatortas-Guadalmaz.

Year 2026: Completed works

Year 2027: Completed works

Mérida-Puertollano Line. Telephone blocking suppression. Section. Villanueva de la Serena-Brazatortas.

Year 2026: Works in progress

Year 2027: Works in progress / Completed works / In service

Mérida-Puertollano Line . Track conditioning and renewal at the Belalcázar, Almorchón, Castuera, and Campanario stations

Year 2026: Works in progress / Completion of works / In service

Year 2027: In service

Mérida-Los Rosales line. Telephone blocking suppression in Zafra-Los Rosales

Year 2026: Works in progress

Year 2027: Works in progress / Completion of works / In service

Mérida-Los Rosales line. Track renewal between PP.KK. 111+000 and 128+889

Year 2026: Works in progress / Completion of works / In service

Year 2027: In service

Mérida-Los Rosales line. Remodelling of the stations between Zafra and Los Rosales. Track

Year 2026: Works in progress

Year 2027: Works in progress / Completion of works / In service

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

Year 2026: Works in progress / Completion of works / In service

Year 2027: In service

Zafra-Huelva line. Execution of the works for the comprehensive infrastructure and track renewal project. Section: Calañas-Peguerillas.

Year 2026: Works in progress / Completion of works / In service

Year 2027: In service

Zafra-Huelva line. Comprehensive infrastructure and track renewal. Section: Jabugo-96+430.

Year 2026: Works in progress / Completion of works / In service

Year 2027: In service

Zafra-Huelva line. Comprehensive infrastructure and track renewal. Section P.K. 96+430-Calañas.

Year 2026: Works in progress / Completion of works / In service

Year 2027: In service

Córdoba-Los Prados Line. Construction Project and Execution of the works for 'Installation of Single Track Automatic Block (BAU) with CTC on the Valchillón-Torres Cabrera-Fuente Piedra section'.

Year 2026: Works in progress

Year 2027: Works in progress

Córdoba-Los Prados Line. Execution of the works to extend the siding to 750 m of useful length at the Roda de Andalucía and Bobadilla stations

Year 2026: Works in progress / Completion of works / In service

Year 2027: In service

Córdoba-Los Prados Line. Execution of the works to extend the sidings to 750 m at the Fernán Núñez, Montilla, and Puente Genil stations.

Year 2026: Works in progress / Completion of works / In service

Year 2027: In service

Córdoba-Los Prados Line. Execution of the works to extend the sidings to 750 m at the Pedro Abad station

Year 2026: Works in progress / Completion of works / In service

Year 2027: In service

Alcázar de San Juan-Cádiz line. Drafting of the Construction Project and Execution of the works for the 'Renewal of the safety installations on Line 400'. Peñalajo-Espeluy-Córdoba-Lora del Río sections

Year 2026: Works in progress

Year 2027: Works in progress

Bobadilla-Algeciras Line. Execution of the construction project for control, command and signalling of the Jimena de la Frontera station

Year 2026: Works in progress / Completion of works / In service

Year 2027: In service

Bobadilla-Algeciras Line. Track renewal, specific infrastructure work, and adjustment of the overpass gauge on the Bobadilla Ronda section, from P.K. 20+000 to P.K. 26+500

Year 2026: Works in progress

Year 2027: Works in progress / Completion of works / In service

Maravillas to Algeciras fork line. Track renewal, specific infrastructure work, and adjustment of the overpass gauge on the Bobadilla-Ronda section, from P.K. 26+500 to P.K. 69+583 on the Bobadilla-Algeciras line.

Year 2026: Works in progress / Completion of works / In service

Year 2027: In service

New railway access to the port of Seville

Year 2025: Works in progress

Railway access to the port of Bajos de la Cabezuela (Cádiz)

Year 2025: Commissioning file / In service en ASFA

Year 2026: Works in progress / In service ERTMS

Branch line connecting Águilas (Murcia-Almería).

Year 2025: Works in progress

Access to the New Barcelona Airport Terminal. Barcelona Rodalies (commuter network). Phase II.

Year 2025: Works in progress

Year 2026: Commissioning

Integration of conventional railway in Montcada i Reixac and the Vallbona neighbourhood.

Year 2026: Works in progress

Year 2027: Works in progress

Vallbona deviation and Aguas fork, Hydrogeological Corrective Measures for the Barcelona-Figueras High-Speed Line (Barcelona).

Year 2026: Works in progress/ Completion of works

Year 2027: Commissioning file / In service

Remodelling of Montcada Station Fork (Barcelona) Phase I: Complete remodelling of the trackbed and platform area

Year 2026: Works in progress/Completion of works/Commissioning file.

Year 2027: In service

Construction Project for the New Passenger Building at the Montcada Station-Fork

Year 2026: Works in progress/Commissioning file.

Year 2027: In service

Integration of the conventional railway in Sant Feliu de Llobregat platform, track and overhead contact line

Year 2025: Works in progress

Year 2026: Commissioning file

Standard gauge connection to the Mediterranean Corridor of the Llagosta logistics platform (Barcelona). Platform, track, electrification and CCS

Year 2025: Works in progress/Completion of mixed gauge track works/ Commissioning file/In service

Year 2026: Completion of works in standard gauge/ Commissioning file/In service

Reorganisation and Transformation of the Passenger Building at the Barcelona Sants Station: Project No. 1 (Phase 1); Project No. 2: Plaza Països Catalans; Project No. 3: Surroundings.

Year 2026: Works in progress

Year 2027: Works in progress

Duplication of track on Line R3 between Parets Vallés and La Garriga.

Year 2026: Works in progress / Commissioning file

Year 2027: In service

Renewal of the railway infrastructure on Calle 4 in the Zona Franca industrial estate in Barcelona. Track, electrification and signalling installations.

Year 2026: Commissioning file/ In service

Year 2027: In service

Adaptation of the Can Tunis station, platform, track, electrification, and safety installations.

Year 2026: Works in progress/ Commissioning file

Year 2027: In service

Implementation of the ERTMS L2 train protection system. Barcelona Rodalies (commuter network). Section: Manresa – Barcelona - San Vicent de Calders

Year 2026: Works in progress

Year 2027: Commissioning file/ In service

Implementation of the ERTMS L2 train protection system. Barcelona Rodalies (commuter network). Section: Hospitalet - Salou-Port Aventura

Year 2026: Works in progress

Year 2027: Commissioning file/ In service

Implementation of the ERTMS L2 train protection system. Barcelona Rodalies (commuter network) Section: Mollet – Can Tunis fork

Year 2026: Works in progress

Year 2027: Commissioning file/ In service

Implementation of the ERTMS L2 train protection system. Barcelona Rodalies (commuter network) Section: Hospitalet-Mataró

Year 2026: In service

Year 2027: In service

Construction works for the construction project to improve the Huesca-Canfranc line. Canfranc fork line-Canfranc (L-204). Section: Ayerbe - Caldearenas.

Year 2026: In service

Year 2027: In service

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

Year 2026: In service

Year 2027: In service

Construction works for the construction project to improve the Huesca-Canfranc line. Canfranc fork line-Canfranc (L-204). Signalling and Communications Facilities for the Ayerbe - Canfranc route.

Year 2026: Works in progress

Year 2027: Works in progress / Commissioning file

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

Year 2026: Works in progress/ Commissioning file

Year 2027: Commissioning file

Drafting of the construction project and execution of the installation works of a BAB (Banalysed Automatic Blocking) on the Figueres-Portbou section

Year 2026: Works in progress

Year 2027: Works in progress/ Commissioning file

Construction project for the implementation of BAU (Single Track Automatic Block) in the Vall-Salomó section

Year 2026: In service

Year 2027: In service

Drafting of the construction project and execution of the works for the installation of new electronic signal box and replacement of track circuits at the Montcada fork station.

Year 2026: Completed works

Year 2027: Completed works

Reorganisation of the Granollers Centre Station.

Year 2026: Works in progress / Commissioning file In service

Year 2027: In service



Remodelling of the Castelldefels Station

Year 2026: Works in progress / Commissioning file

Year 2027: In service

Construction of the new Parets Station

Year 2026: Works in progress / Commissioning file

Year 2027: In service

Remodelling of the Grisen Station

Year 2026: Works in progress / Commissioning file

Year 2027: In service

Execution of the extension of storage sidings to a useful length of 750 m at stations on the Zaragoza-Tarragona section via Caspe. Chiprana, Nonaspe and Flix stations

Year 2026: Works in progress / Commissioning file

Year 2027: In service

Execution of the extension of storage sidings to a useful length of 750 m at stations on the Zaragoza-Tarragona section via Caspe. Fuentes de Ebro and La Puebla de Híjar stations

Year 2026: Works in progress / Commissioning file

Year 2027: In service

Execution of the extension of storage sidings to a useful length of 750 m at stations on the Zaragoza-Tarragona section via Lleida. Selgua, Marcen-Poleñino and Almudevar stations

Year 2026: Works in progress / Commissioning file

Year 2027: In service

Execution of the extension of storage sidings to a useful length of 750 m at stations on the Zaragoza-Tarragona section via Lleida. Juneda and Raimat stations

Year 2026: Works in progress / Commissioning file

Year 2027: In service

Transformation of 3kV DC to 25kV AC of the Overhead Contact Line on the Ourense-Monforte de Lemos section.

Year 2026: Tendering of works / Works in progress

Year 2027: Works in progress / In service

Renewal of the Ourense-Monforte-Lugo axis.

Year 2025: Works in progress / In service

25kV substations on the Ourense – Vigo axis.

Year 2025: Project drafting

Renewal of the Ourense-Vigo axis. Guillarei Station-Redondela Station section

Year 2026: Works in progress

Year 2027: Works in progress

Renewal of the Ourense-Vigo axis. Redondela Station-Vigo Guixar Station section

Year 2026: Works in progress / Commissioning file

Year 2027: In service

Renewal of the overhead contact line on the Ourense-Vigo axis. Guillarei-Vigo Guixar section

Year 2026: Works in progress

Year 2027: Works in progress

Renewal of the overhead contact line on the Ourense – Vigo axis. Ourense-Guillarei section (Planning the comprehensive infrastructure and track renewal)

Year 2026: Project draftings / Tendering of works

Year 2027: Tendering of works / Works in progress

Electrification of the Redondela fork / Arcade fork.

Year 2026: Works in progress / Commissioning file

Year 2027: In service

Line 120, Medina del C. – F. Oñoro. Electrification of the Salamanca – Fuentes de Oñoro section

Year 2026 Works in progress

Year 2027: In service

Installation of the GSM-R mobile communications system Plasencia – Casar de Cáceres

Year 2025: Works in progress

Year 2026: Works in progress / Commissioning

Installation of the GSM-R mobile communications system Aranjuez – Atocha – Chamartín - Villalba

Year 2026: In service

Year 2027: In service

Installation of the GSM-R mobile communications system Bobadilla - Ronda

Year 2026: In service

Year 2027: In service

Installation of the GSM-R mobile communications system L' Hospitalet - Salou-Port Aventura / Manresa - Sants - Vilanova - Sant Vicenç de Calders

Year 2026: Works in progress / Commissioning

Year 2027: In service

Installation of the GSM-R mobile communications system Torralba, Soria

Year 2026: In service

Year 2027: In service

Installation of the GSM-R mobile communications system Burgos – Aranda de Duero

Year 2026: Works in progress

Year 2027: In service

Installation of the GSM-R mobile communications system Zafra – Los Rosales

Year 2026: Works in progress / Commissioning

Year 2027: In service

Installation of the GSM-R mobile communications system Zafra - Huelva

Year 2026: Works in progress / Commissioning

Year 2027: In service

Installation of the GSM-R mobile communications system Zafra-Llano de la Granja

Year 2026: Works in progress / Commissioning

Year 2027: In service

Installation of the GSM-R mobile communications system Manresa - Lleida

Year 2026: Works in progress / Commissioning

Year 2027: In service

Installation of the GSM-R mobile communications system Utrera – Fuente de Piedra fork

Year 2026: In service

Year 2027: In service

Installation of the GSM-R mobile communications system Medina-Orense

Year 2026: Works in progress

Year 2027: Works in progress / Commissioning

Installation of the GSM-R mobile communications system at the Portbou station

Year 2026: In service

Year 2027: In service

Installation of the GSM-R mobile communications system at the Irún station

Year 2026: In service

Year 2027: In service

Installation of the GSM-R mobile communications system Brazatortas–Almorchón–Villanueva de la Serena

Year 2026: Works in progress / Commissioning

Year 2027: In service

Installation of the GSM-R mobile communications system Cotos - Cercedilla

Year 2026: Works in progress / Commissioning

Year 2027: In service

Installation of the GSM-R mobile communications system Xàtiva - Alcoi

Year 2026: Works in progress / Commissioning

Year 2027: In service

Installation of the Colmenar-Soto Train-to-Land mobile communications system

Year 2026: Works in progress / Commissioning

Year 2027: In service

Installation of the GSM-R mobile communications system Móstoles – Atocha – Humanes

Year 2026: Works in progress

Year 2027: Works in progress

Installation of the GSM-R mobile communications system Mollet – Castellbisbal – Can Tunis

Year 2026: Works in progress

Year 2027: Works in progress / Commissioning

Installation of the GSM-R mobile communications system Chamartín – Airport T4

Year 2026: Works in progress

Year 2027: Works in progress / Commissioning

Installation of the GSM-R mobile communications system Huesca-Canfranc

Year 2026: Works in progress

Year 2027: Works in progress / Commissioning

Installation of the GSM-R mobile communications system Atocha-Príncipe Pío-Pinar

Year 2026: In bidding

Year 2027: Works in progress

Installation of the GSM-R mobile communications system Villalba-El Escorial/ Cercedilla

Year 2026: In bidding

Year 2027: Works in progress

Installation of the GSM-R mobile communications system Atocha-Guadalajara

Year 2026: In bidding

Year 2027: Works in progress

Execution of the construction project works for the fixed telecommunications facilities and protection and security systems of the Galicia fork - Pajares fork section, and the laying of fibre optic cables between Pajares and Pola de Lena fork, through the western tunnel of the Pajares deviation

Year 2025: Completion of works / In service

New Campomanes RC signal box

Year 2025: Tendering of works

Year 2026: In service

Burying of the Langreo Railway. Metric Gauge Network in Asturias. Superstructure

Year 2025: Works in progress / Commissioning application

Year 2026: In service

Renewal of the Colloto – Infiesto track (Asturias). Metric Gauge Network in Asturias.

Year 2025: Works in progress / In service

Year 2026: Works in progress / In service

Standardisation and modernisation of blockings on line 770 Oviedo - Santander. Section: Oviedo - Infiesto

Year 2026: Works in progress

Year 2027: In service

Renewal of the Gijón – Laviana track. Metric Gauge Network in Asturias.

Year 2025: Works in progress / Completion of works

Year 2026: In service

Standardisation and modernisation of blockings on the Gijón - El Berrón section

Year 2026: Works in progress

Year 2027: Works in progress / In service

Comprehensive renewal of the Villabona tunnels (90i and 90ii). León-Gijón line

Year 2026: Works in progress / In service

Year 2027: In service

Duplication of the La Carrera-Pola de Siero track.

Year 2026: Works in progress

Year 2027: In service

Drafting of the Construction Project for the compensation of the overhead contact line and its adaptation to type CA-160 in the section from PK 5+100 to PK 20+297 of the L-144 Villabona – Avilés – San Juan de Nieva line

Year 2026: In bidding / Works in progress

Year 2027: Works in progress / In service

CMS traffic disruptions between La Carrera and Pola de Siero. Line 770 Santander - Oviedo

Year 2026: Works in progress

Year 2027: Works in progress / In service

Renewal of Pola de Lena – Oviedo and Padrún tunnels

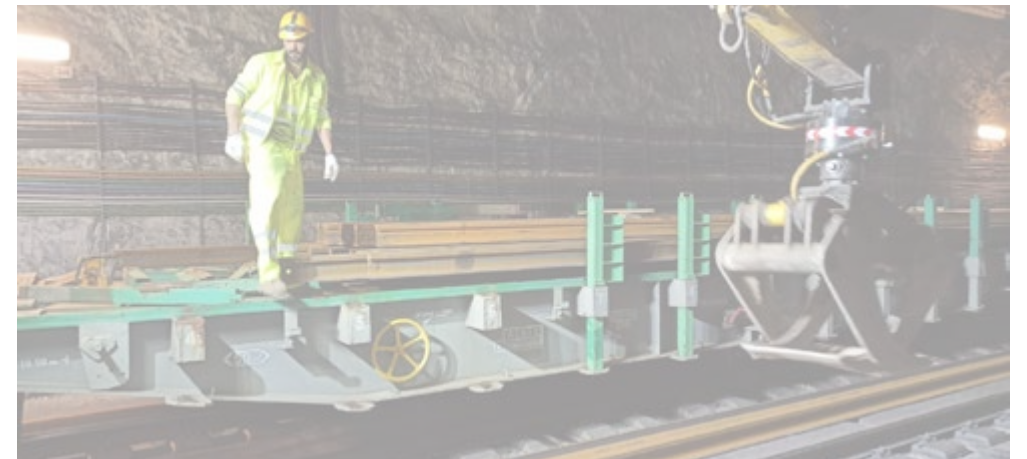
Year 2026: Works in progress

Year 2027: Works in progress

***Impact on security facilities on the Pola de Lena – Oviedo section**

Year 2026: Works in progress

Year 2027: Works in progress



New Serín and Veriña signal boxes

Year 2026: Works in progress

Year 2027: In service

Telephone blocking suppression in León – Guardo

Year 2026: Works in progress / In service

Year 2027: In service

BAU (Single Track Automatic Block) equipment for the Infiesto – Cabezón de la Sal section

Year 2026: Works in progress

Year 2027: In service

Standardisation and modernisation of the Pravia-Gijón blockings

Year 2026: Works in progress

Year 2027: In service

Standardisation and modernisation of blockings on the Trubia – Oviedo section

Year 2026: Works in progress

Year 2027: In service

Standardisation and modernisation of blockings on the Cudillero – Pravia section

Year 2026: Works in progress

Year 2027: In service

Standardisation and modernisation of blockings on the Trubia - Collanzo section

Year 2026: Works in progress

Year 2027: In service

Telephone blocking suppression between Ribadeo and Cudillero

Year 2026: Works in progress

Year 2027: In service

Drafting of the construction project and execution of the works to suppress the telephone blocking from the Ortigueira Ribadeo section (Galicia Metric Gauge Network)

Year 2026: Works in progress

Year 2027: Works in progress / In service

Modification of the sidings on Madrid Commuter Line C5.

Year 2025: In bidding

Renewal of signage and new siding configuration on Madrid Commuter Line C5.

Year 2025: Works in progress

Remodelling of the Móstoles-El Soto station and related facilities, track, electrification and development.

Year 2026: Project drafting / Tendering of works

Year 2027: Works in progress

Civil Works for Updating the Tunnels of the Deputy Directorate for Central Operations on Madrid Commuter Line C5.

Year 2026: Tendering of works / Works in progress

Year 2027: Works in progress

Civil protection and safety installations for the upgrade of the tunnels of the Deputy Directorate for Central and Northeast Operations. Madrid Commuter Line C5.

Year 2025: Project drafting / Tendering of works

Year 2026: Tendering of works

Stabilisation of the Almargen slope on the Bobadilla-Algeciras line (PK 35+00)

Year 2026: Works in progress

Year 2027: Works in progress

Expansion of the tunnel clearance of line 420 'Bobadilla-Algeciras'

Year 2026: Works in progress

Year 2027: Works in progress

Renewal of the Pola de Lena-Oviedo route

Year 2026: Tendering of works / Works in progress

Year 2027: Works in progress

Platform extension and improved accessibility, evacuation, and ventilation in case of fire at the Las Águilas underground commuter station

Year 2025: Project drafting

Extension of platforms and improved accessibility, evacuation, and ventilation conditions in case of fire at the underground commuter station of Maestra Justa Freire and Aluche Sports Centre

Year 2025: Project drafting

Extension of platforms and improved accessibility, evacuation, and ventilation conditions in case of fire at the Laguna underground commuter station

Year 2025: Project drafting

A new ground level vestibule, platform extensions, and improved accessibility, ventilation, and evacuation will include the necessary work to achieve a final condition of the station that guarantees safety. 'Construction project for remodelling the Aluche underground commuter train station'.

Year 2025: Project drafting

Evacuation and ventilation conditions in case of fire at the Embajadores underground commuter station, Phase I – Madrid

Year 2025: Works in progress

Platform extension and improved ventilation and evacuation conditions in case of fire at the Embajadores underground commuter station, Phase II – Madrid

Year 2025: Project drafting

Improved accessibility, evacuation, and ventilation conditions in case of fire at the Doce de Octubre underground commuter station

Year 2025: Works in progress

Improved accessibility, evacuation, and ventilation conditions in case of fire at the Puente Alcocer underground commuter station

Year 2025: Works in progress

Remodelling of the Cuatro Vientos Station Year

Year 2025: Project drafting..

Year 2026: Tendering of works / Works in progress.

Remodelling of the San José de Valderas Station

Year 2025: Project drafting..

Year 2026: Tendering of works / Works in progress.

Remodelling of the Alcorcón Station

Year 2025: Project drafting.

Year 2026: Tendering of works / Works in progress.

Remodelling of the Retamas Station

Year 2025: Project drafting

Year 2026: Tendering of works / Works in progress.

New Parla Norte station on Madrid Commuter Line C4.

Year 2025: Works in progress / Completion of works

New Tres Cantos Norte station on Madrid Commuter Line C4b.

Year 2025: Project drafting

New Getafe Industrial station on Madrid Commuter Line C3.

Year 2025: Project drafting

New La Tenería station (Pinto) on Madrid Commuter Line C3.

Year 2025: Works in progress

New southern railway and track access to the port of Barcelona

Year 2025: Project drafting

Construction project for the adaptation of platforms at the stations of Tortosa, Camp-Redó, Camarles-Deltebre, and L'Ampolla-Perelló

Year 2026: Works in progress

Year 2027: In service

Construction project for a new platform, adaptation of the existing one, and a new level crossing at Illescas Station (Toledo)

Year 2026: Works in progress

Year 2027: In service

Adaptation of the platform for the implementation of standard gauge on the Murcia freight-Águilas line. Section: Pulpí-Águilas

Year 2026: Tendering and start of works

Year 2027: In service

New railway access to Águilas

Year 2026: Tendering and project drafting

Year 2027: Project drafting / Tendering

Access and Remodelling of the Luiaondo station (Álava)

Year 2026: Tendering and start of works

Year 2027: Works in progress / End of works.

New Parla Norte Station (MADRID). New Access Track, Improvements and Connection Point to the M-408 Highway and Connections.

Year 2025: Tendering of works / Works in progress

Year 2026: Works in progress

Improved evacuation and ventilation conditions in case of fire at the Sol Underground Commuter Station (Madrid)

Year 2026: Tendering of works / Works in progress

Year 2027: Works in progress

Track superstructure and electrification to serve the platforms of the Astigarraga Commuter Station (Guipúzcoa)

Year 2025: Project drafting / Tendering of works.

Year 2026: Works in progress / End of works.

New passenger building at the Irún Station

Year 2025: Works in progress

Year 2026: Completion of works

North roof and new Bidebieta Basauri station building

Year 2026: Works in progress

Year 2027: Completion of works

Construction Project for the New Rincón de Soto Station (La Rioja)

Year 2026: Execution of works

Year 2027: Completion of works

Construction Project for the Rincón de Soto deviation (La Rioja)

Year 2025: Works in progress

Year 2026: Works in progress

Soria Station Remodelling Project

Year 2025: Project drafting

Year 2026: Project drafting

Construction Project for the New Jerez Station – Av. La Pepa (Cádiz) (Caballero Bonald)

Year 2026: Works in progress

Year 2027: Works in progress

Construction project for the new Casilla de los Pinos station in Dos Hermanas (Seville)

Year 2026: Works in progress

Year 2027: Works in progress

2.6.2. UPDATE OF ADIF OWNED GENERAL INTEREST RAIL NETWORK ASSETS

This section will be updated after the end of 2026.

MODIFICACIONES EN LOS SUBSISTEMAS ESTRUCTURALES EN LA RFIG: INFRAESTRUCTURA, CONTROL-MANDO Y SEÑALIZACIÓN Y ENERGÍA

NEW SECTIONS BROUGHT INTO SERVICE.

MODIFIED SECTIONS.

TRAMOS QUE PASAN A FUERA DE SERVICIO.

STREETS EXCLUDED FROM THE RFIG'S CATALOGUE OF LINES (ANNEXES F AND H) BECAUSE THEY ARE NOT IN OPERATION. OTHERS





3

ACCESS CONDITIONS

3.1. Introduction

3.2. Generals 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. Access General Requirements

In accordance with articles 49 and 66 of the Spanish Railway Sector Law, railway undertakings with a licence and a single safety certificate issued by the National Railway Safety Agency or the European Union Agency for Railways, in accordance with the provisions of article 21 of Spanish Royal Decree 929/2020, of October 27, on the safety and interoperability of railway operations, may access the general interest railway network (General Interest Rail Network) managed by the Infrastructure Manager under the conditions laid down for them.

RUs hold a license to act as Railway Undertaking, with the main activity to provide railway transportation of passengers or freight under the terms set by the Rail Sector Act. RUs shall provide traction. RUs are also entities which exclusively provide traction (Rail Sector Act, article 48, and Rail Sector Regulation, article 58, 1st and 2nd)

Entities dedicated to mainting 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, thay shall be bound by applicable safety and traffic standards (Rail Sector Act, art. 49.1).

Railway Undertakings and other Applicants wishing to operate on the network managed by the Infrastructure Manager shall be registered in the Special Railway Register (Article 61 of the Railway Sector Act and Article 129 of the Railway Sector Regulation), which is under the responsibility of the State Railway Safety Agency. Likewise, they shall have the corresponding Contingency Plan in place, as agreed with this Infrastructure Manager.

Every railway undertaking holding a licence, a safety certificate and allocated capacity shall, before providing commercial services, sign a coordination protocol on self-protection and safety with the Safety and Self-Protection Directorate of the Railway Infrastructure Manager in accordance with the provisions of Commission Delegated Regulation (EU) 2018/762 of March 8, 2018 establishing common safety methods on safety management system requirements, Annex II, Safety management system requirements for infrastructure managers, in accordance with Directive (EU) 2016/798 of the European Parliament and of the Council. Point 5. 5, Emergency management, section 5.5.7, states that::

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

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 (art.35 LSF).

3.2.1.REQUESTS FOR INFRASTRUCTURE CAPACITY AND FOR 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
- Coordination protocol on self-protection and security signed with the Adif Security and Self-Protection Direction.

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 (art. 34.2 LSF).



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, 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, art. 27 Law 39/2015, 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 D, 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.

Therefore, the railway infrastructure manager publishes in the Network Statement the criteria to allocate capacity and its use (See chapter 7) and the Information Sheets of the available service facilities, attached to this document, on PISERVI application.

However, if the Railway Undertaking requires other spaces, equipment or means to provide rail transport services, apart from using the service facility, that the railway infrastructure manager can offer, these shall be governed by the corresponding lease contract, at a reasonable cost, over a period equivalent to the allocation period. See chapter 7 and the information sheets of the available service facilities, attached to this document, on PISERVI application.

3.2.2. ADIF RAILWAY INFRASTRUCTURE ACCESS TERMS

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.

In accordance with R.D. 929/2020, article 5, Railway Traffic in the General Interest Railway Network, approved by Royal Decree 664/2015, of 17 July, shall satisfy the safety regulations approved by the Ministry of Transport and Sustainable Mobility, as well as the Railway Traffic Regulations set for these purposes.

NATIONAL AND INTERNATIONAL FREIGHT TRAFFIC

In accordance with Spanish and EU regulations, the transport of goods is liberalised. Consequently, any applicant established in Spain or in any other Member State of the European Union, who holds the appropriate railway licence or qualification and the single safety certificate issued by the European Union Agency for Railways, in accordance with the provisions of Article 21 of Spanish Royal Decree 929/2020, of October 27, on the safety and interoperability of railway operations, may apply to the railway Infrastructure Manager for the allocation of infrastructure capacity for the provision of the said services, in accordance with the established procedure.

At the time of the award of the contract, the railway companies that will carry out the transport must have at their disposal their rolling stock and duly qualified drivers, in accordance with the provisions of Article 21 of Spanish Royal Decree 929/2020, of October 27.

NATIONAL AND INTERNATIONAL PASSENGER TRAFFIC

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

In accordance with the first transitional provision of Spanish Law 38/2015 of September 29, on the Railway Sector, Section 1, the opening to free competition of rail passenger transport, provided for in Section 2 of Article 47 of the said Law, was applied from January 1, 2019, in time for access to the infrastructure during the service timetable that began on December 14, 2020.

This right may be limited where public service contracts cover the same or an alternative route and the economic balance of these contracts is jeopardised. It is for the regulatory body to determine whether the economic balance of a public service contract may be jeopardised by the passenger service that the applicant intends to operate

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.

The requirements to obtain it are regulated Railway Sector Law, Title IV, chapter II Art. 50 and in Railway Sector Regulation, Title III, chapters II and III (RD 2387/2004, of 30 December). For more information on:



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 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 of Spanish Royal Decree 929/2020 of October 27, establishes, among other things, the definition of the principles and establishes the requirements and procedures for the application, resolution, validity, supervision and revocation of 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

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.

Likewise, Art. 91 of the Spanish Railway Sector Law stipulates that consignors and consignees who are responsible for the delivery or collection of goods at a freight terminal must be authorised to enter the terminal with the appropriate vehicles, provided that the civil liability they may incur for any damage or loss they may cause is covered by the appropriate insurance.

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. 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 timetable.

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.:

- For services SC-2, Traction power supply
- For services SB-2, 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 Service SB-9, a rest facility for Railway Undertaking (RU) staff.
- For the SX-5 service, space on platforms for storage of mobile equipment
- For the SX-6 service, commercial control prior to train access..
- For services at SX-7 area for last call attention
- For services at SX-8, unattended changing room for operating personnel
- For services at SX-9, lost property management.
- For services at SX-12, ADIF service in respect of assistance to disabled persons and/or persons with reduced mobility when embarking and disembarking.
- 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 I 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 AND CONDITIONS

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 (art.122) 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 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 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.

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.

Commission Implementing Regulation (EU) 2019/779 of May 16, 2019 establishes a certification system for entities in charge of maintenance, including the maintenance functions described in Article 14(3) of Directive (EU) 2016/798. It applies to all vehicles and introduces the possibility of certification of outsourced maintenance functions.

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.

Resolution 4/2023 of the Spanish State Railway Safety Agency, which updates the regulatory references of the "Railway Instruction: Technical specifications for railway rolling stock for the entry into service of self-propelled units, locomotives and cars".

Resolution 7/2024 of the Spanish State Railway Safety Agency, which updates the regulatory references of the "Railway Instruction: Technical specifications for railway rolling stock for the entry into service of self-propelled units, locomotives and cars (IF MR ALC-20).

For further information, please contact:

European Union Agency for Railways (EUAR)

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>

Vehicle Inspection

In accordance with Royal Decree 929/2020 (art.136), 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.

Inspections will be part of the safety management system monitoring activities of the infrastructure administrators and railway undertakings, following the issuance of their safety authorisations and safety certificates, respectively.

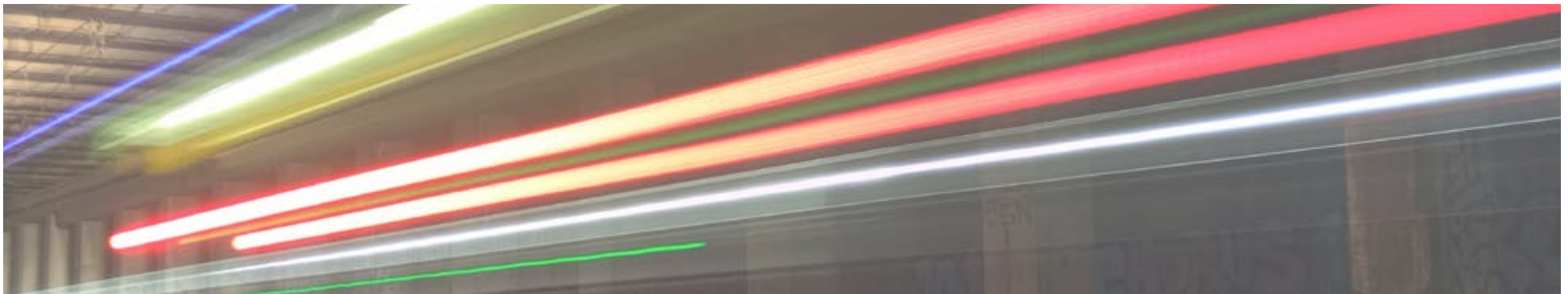
In the case of vehicles, if the result of inspections concludes that there is a risk to rail traffic safety, the State Railway Safety Agency may:

- a) Order the immobilization of the material, initiating the suspension or revocation procedure established in Spanish Royal Decree 929/2020.
- a) 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 (art.104), of 29 September and RD 929/2020 (art.153).

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.

Railway staff shall comply with the provisions laid down in Order FOM/2872/2010 of 5 November, which establishes the conditions for obtaining the certificates authorising the performance of railway staff functions related to traffic safety. That Order also defines the regime applicable to approved training centres and medical examination centres for such staff.

Likewise, Order FOM/679/2015 of 9 April, which amended Order FOM/2872/2010, lays down the conditions for obtaining the certificates authorising the performance of railway staff functions related to traffic safety, as well as the regime applicable to approved training centres and medical examination centres for such staff. Furthermore, Resolution of 23 December 2015 of the State Railway Safety Agency establishes the basic training pathways and the minimum training hours of the training programmes for railway staff certifications, to be delivered by approved railway staff training centres.

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

The orders, circulars, notices and traffic instructions issued within the framework of the network managed by the Infrastructure Manager shall be in Spanish, in accordance with the provisions of art. 5.6 of Spanish Royal Decree 929/2020. In this respect, and in accordance with the provisions of the European Union Directives and the Traffic Regulations, railway staff who have to communicate with the Infrastructure Manager must fully understand Spanish and use it 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 Technical Specifications for Interoperability – TSI.
- 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.

PERSONNEL UNDER INSPECTION

The railway undertaking, to fulfill the duty of collaboration included in RD 929/2020, article 146, shall provide to the approved supervisory personnel of the AESF whatever possible for them to do their supervision duties, and the Railway Undertaking shall not make any claim for delays or economic damages as a result of these duties, specifically, in cases of precautionary disqualification of personnel holding a rating when, in accordance with the provisions of Order FOM/2872/2010, the Accredited supervisor verifies, within his/her supervisory actions, any non-compliance with the requirements leading to a suspension/revocation of a person's qualifying certificate. However, efforts shall be made to ensure that supervisory actions cause the least possible disruption to the operations of the RU and other applicants.

Any possible infraction detected, due to a non-compliance with the rules, will give rise to initiating the corresponding sanctioning file, by the State Railway Safety Agency, in accordance with Rail Sector Law.

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.

"Instruction TE No. 1/20 on the Treatment and Management of Exceptional Transport specifies the types of transport that are considered exceptional under the General Interest Rail Network administered by Adif and Adif Alta Velocidad, as well as the general procedure for exceptional transport, from the time it is required until it is carried out. This instruction also refers to the procedure that governs its processing."

Pursuant thereto, Railway Undertakings (RUs) wishing to carry out an Exceptional Transport shall submit their request to the Railway Safety Directorate (DSC) of the Infrastructure Manager, by means of a written application submitted electronically via the Electronic Headquarters (e-Office):

<https://sede.adifaltavelocidad.gob.es/opencms/system/modules/sede/index>

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. See Chapters 4 and 5 of this document. For more information, please contact the Corporate Directorate of Traffic Safety (Adif Directory section 1.6).

3.4.4. TRANSPORT OF DANGEROUS FREIGHT

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). Dangerous goods to be transported must comply with the specific regulatory requirements (see Annex D) as well as the other sections of the Network Statement..

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 Directorate of Traffic Safety. (Adif directory, section 1.6).

3.4.5. TESTING TRAINS AND OTHER SPECIAL TRAINS

In accordance with Article 133, Section 1, of Spanish Royal Decree 929/2020 of October 27, on railway operational safety and interoperability, the performance of tests, trials or transfers on the General Interest Rail Network by a railway vehicle that does not have a marketing authorisation that protects it requires, according to the cases established in said article, a provisional authorisation from the Spanish State Railway Safety Agency or that the Infrastructure Manager of the network on which the tests are to be carried out grants access to its network.

The aforementioned Article 133 includes the procedure.

The infrastructure manager makes its owned railway infrastructure available to railway undertakings and rolling stock manufacturers for the execution of various types of tests for the homologation, validation, and verification of rolling stock, as well as of safety systems, communication systems, and related subsystems.

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.

The infrastructure manager does not have specific capacity to carry out tests on lines with Block Section Instalment (BSI), so, in order to facilitate its implementation, it authorizes the use of some slots of the band reserved for maintenance tasks on the different lines, generally in the windows from 00:00 h. to 05:00 h. in the early hours of Saturday to Sunday and from Sunday to Monday, the only days when, in general, scheduled maintenance is reduced, if unscheduled maintenance tasks may be carried out as a result of incidents, track monitoring, extraordinary work, etc.

Therefore, this capacity is reserved by the Infrastructure Manager for maintenance tasks, tasks that will always take priority over tests, even if they may be scheduled.

Notwithstanding the above, the Infrastructure Manager will assign time slots for carrying out rolling stock tests on the General Interest Rail Network under its ownership, in commercial operation, in accordance with transparent and non-discriminatory criteria.

Section 4.11 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.

Prior to the conduct of the tests and the use of the required time slots, railway undertakings shall hold the technical documentation issued by the competent authorities (e.g., AESF, the Subdirectorate for Traffic Safety of ADIF – High Speed, etc.) as required for vehicle operation under blocked track conditions.



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.

DIFFERENTIATED USE OF INFRASTRUCTURE

The basic instrument of the railway infrastructure manager to define the general guidelines for a differentiated use of infrastructure is to calculate the available paths for every section, time period, and for every type of service. The information is included in the Capacity Manual. The path quotas provided for by the railway infrastructure manager for every type of service and three-hour periods shall be referred to as "path quotas". For this purpose, the service types considered are:

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

The Capacity Manual provides greater transparency to the capacity allocation process and simplifies the reality of train meshes, since their final design can have an impact on the requested stops, the technical characteristics of trains, the loads requested, etc. Therefore, the Capacity Manual provides this information for guidance purposes only, with the Capacity Manager empowered to allocate the paths on a case-by-case basis, while maintaining the general spirit of the quotas in the Capacity Manual, and always with the aim at optimizing the use of infrastructure, satisfying applicants' request, and ensuring an adequate quality of rail traffic.

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.

All communications between the Infrastructure Manager and the parties concerned in the infrastructure capacity allocation procedure shall be conducted by electronic means. The Infrastructure Manager shall ensure that the communication platforms used for this purpose are fully accessible

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

IDENTIFICATION OF APPLICANT AND REPRESENTATIVE

The Applicant submitting the request shall designate the duly authorised persons representing it, indicating an address for the purposes of notifications. Such representation shall be evidenced by any means admissible in law that provides reliable proof thereof, or by means of a declaration made in person before duly authorised staff of the railway infrastructure manager. Likewise, for the purposes of evidencing such representation, the Electronic Register of Powers of Attorney of the General State Administration may be used.

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

Where the Applicant is a Railway Undertaking, it shall provide evidence that it holds a valid safety certificate of which it is the holder. For this purpose, the information contained in the safety certificates database of the European Union Agency for Railways shall be verified.

For the purposes of such verification, the railway undertaking shall submit a certified true copy of the said certificate or provide a responsible declaration stating that the data entered in the aforementioned European register have not been modified.

Alternatively, where applicable, it may submit a document setting out the commitment that the railway undertaking will hold the corresponding safety certificate, which shall in any event be evidenced prior to the allocation of capacity.

Likewise, where applicable and as appropriate, the Applicant shall provide the data evidencing that it holds a railway undertaking licence or another authorising title.

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.

solicitud.capacidad@adif.es

In the case of international capacity requests, until an interface enabling the automatic connection between the national and international capacity request systems becomes operational, it shall be necessary to enter international requests in both systems, PCS and SIPSOR

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

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/>

<https://www.medrfc.eu/our-services/commercial-offer/>

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.⁽¹⁾

(1) In accordance with the provisions of Article 30(2) of Law 39/2015 of 1 October on the Common Administrative Procedure of Public Administrations, throughout this chapter, where time limits are expressed in days, they shall be understood to refer to working days, excluding Saturdays, Sundays and public holidays from the calculation.

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 most relevant information of TOC sessions, which define and agree upon programming actions and works in the infrastructure to give information on future capacity restrictions agreed with the applicants, to enable these to adapt their transport operations and needs. The information that at least the infrastructure manager will publish in its catalogue with interim capacity restrictions will include:

- 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.

In accordance with the provisions of Order TRM/124/2025 of 3 February, which approves the regulatory bases for the granting of subsidies due to extraordinary traffic disruptions in freight railway transport, freight railway companies that have been affected by temporary capacity restrictions within the scope of the General Interest Railway Network and which have a significant impact on freight railway traffic may be eligible for certain aid, provided they meet the conditions established in said Order and its corresponding calls for applications.

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:

$$\text{Impacto del RTC(\%)} = \frac{\text{Nº de surcos afectados por la RTC en un día significativo}}{\text{Nº de surcos totales en un día significativo}} \times 100$$

(*) 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

With regard to temporary capacity restrictions on railway lines for reasons such as infrastructure works leading to cancellations, rerouting or replacement by other modes of transport, the infrastructure managers concerned shall communicate this in accordance with Delegated Decision (EU) 2017/2075.

Specifically:

- With regard to temporary capacity restrictions on railway lines for reasons such as infrastructure works (including related speed restrictions), axle load, train length, traction or structural gauge (hereinafter referred to as "capacity restrictions"), which last more than seven consecutive days and lead to cancellations, rerouting or replacement by other modes of transport of more than 30% of the estimated daily traffic on a railway line, the infrastructure managers concerned shall publish all capacity restrictions and the preliminary results of a consultation of applicants, the first time, if known, at least 24 months before the change in the relevant working timetable and the second time, updated, at least 12 months before such a change (paragraph 8 of Delegated Decision (EU) 2017/2075).
- Where the effect of capacity restrictions is not limited to one network, the infrastructure managers concerned, including infrastructure managers who may be affected by the rerouting of trains, shall coordinate capacity restrictions which may involve cancellation, rerouting of a train path or replacement by other modes of transport prior to the publication of capacity restrictions in accordance with point 8. Coordination shall be completed before the second publication: (a) at the

latest 18 months before the change in service schedule if more than 50 % of the estimated daily traffic on a railway line is to be cancelled, rerouted or replaced by other modes of transport for more than 30 consecutive days; (b) at the latest 13 months and 15 days before the change in service schedule if more than 30 % of the estimated daily traffic on a railway line is to be cancelled, rerouted or replaced by other modes of transport for more than seven consecutive days; (c) at the latest 13 months and 15 days before the change in service schedule if more than 50 % of the estimated daily traffic on a railway line is to be cancelled, rerouted or replaced by other modes of transport for seven consecutive days or less. Where necessary, infrastructure managers shall invite applicants operating on the lines concerned and the main operators of service facilities concerned to participate in such coordination (paragraph 11 of Delegated Decision (EU) 2017/2075).

- For capacity restrictions of a duration of seven consecutive days or less which do not need to be published in accordance with point 8 and which result in cancellations, rerouting or replacement by other modes of transport of more than 10 % of the estimated daily traffic on a railway line, which occur during the next timetable period and of which the infrastructure manager has become aware at least six months and 15 days before the change in the service schedule, the infrastructure manager shall consult the applicants concerned on the capacity restrictions envisaged and shall publish the updated capacity restrictions at least four months before the change in the service schedule. The infrastructure manager shall provide detailed information on train paths offered for passenger trains at least four months in advance and for freight trains at least one month in advance of the start of the capacity restriction, unless a shorter period is agreed between the infrastructure manager and the applicants concerned (paragraph 12 of Delegated Decision (EU) 2017/2075).

For its part, as established by the CNMC in the decision of 7 July 2022 in case STP/DTSP/034/21, the infrastructure manager shall:

- Provide railway undertakings and applicants with relevant and updated information on temporary capacity restrictions at least two months before the deadline for the annual request for service schedule capacity. This relevant information shall include, for each planned action, the section of the network affected, the dates on which the works will affect rail traffic, the percentage of traffic affected and the alternative routes available.
- Consult railway undertakings and applicants at least one and a half months before the deadline for the regular capacity request. In these consultations, railway undertakings and applicants may make any remarks they consider appropriate.
- Coordinate, on the basis of the remarks received, the temporary capacity restrictions and minimise the impact on the activity of railway undertakings and applicants. To this end, if necessary, bilateral or multilateral meetings shall be held with railway undertakings and applicants to jointly analyse possible alternatives.
- Update, in the light of the claims received and the coordination carried out, the information communicated to railway undertakings and applicants at least half a month before the deadline for the annual request for service schedule capacity.



In any case, the information to be provided by the infrastructure manager on temporary capacity restrictions shall include the planned day, the duration of the restriction, the period of the day, the section of line affected, whether or not traffic will be diverted to alternative routes, 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.

Likewise, and in order to adjust the requests of the service schedule, bilateral meetings may be held with the RU, producing Minutes of the Meeting and/or presentations that shall be delivered together with the corresponding information, in order to anticipate the most relevant operational restrictions and issues, as well as transport plans, for the next Hours of Service, ensuring at all times respect for the principles of equal treatment and non-discrimination with other applicants and the data confidentiality, when they have appointed it or as established in the applicable regulations.

Any restrictions giving rise to the need to coordinate a Passenger Alternative Transport Plan (PAT) with the Railway Undertaking shall require the Railway Undertaking to have previously agreed, with the station managers and the Adif ACERCA assistance service, the parking location of the vehicles to be used for transfer services.

Such arrangements shall be notified to: pat.accesibilidad@adif.es

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 Commission and other Territorial Commissions. At every session, the Territorial Commissions shall be responsible for drafting towards an adoption of final agreement by the Central Commission. TOC Commissions may be ordinary or extraordinary. RUs shall be provided by email with the information about these sessions in advance. The decisions taken shall be communicated to RUs and Applicants, together with any questions raised, for analysis and resolution.

TOC Commissions determine in the ordinary annual session any necessary time increase considered for the paths in the Hours of Service in the following year. They also schedule in ordinary session the works on infrastructure with a permanent impact on train traffic. In particular, ordinary sessions establish or review the periods and conditions of Maintenance Bands. The schedules shall be set until the end of the Service Schedule, with minutes of the meetings for every committee.

The agreements shall be made known to Applicants before the official deadline to submit requests for capacity and the Hours of Service.

Given significant changes over the course of the Hours of Service to forecasts made at the ordinary annual session, which usually takes place around April, regular adjustment sessions are scheduled to be held approximately quarterly. Special meetings may also be convened when, for exceptional reasons, it is necessary to agree upon working outside the ordinary meetings.

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.

If the impact on capacity is significant, in addition to what has been discussed in the TOC meetings, specific meetings may be held to explain the impact of the works and to discuss the timetables of the affected trains and even alternative routes.

The Infrastructure Manager may decide not to apply the usual consultation and communication periods with the Applicants where the capacity restriction is necessary in order to restore railway operations under safe conditions, where it has no control over the scheduling of the restrictions, where the application of such periods would not be cost-effective or would be unnecessarily detrimental to the survival or condition of assets, or where all affected Applicants express their agreement thereto. In such cases, and in the case of any other capacity restrictions not subject to consultation in accordance therewith, the Infrastructure Manager shall immediately consult the affected Applicants and the main operators of the facilities concerned. (Point 14 of Commission Delegated Decision (EU) 2017/2075 of 4 September 2017).

Extraordinary ad hoc works of minor relevance may be agreed directly by the railway infrastructure manager with the affected Railway Undertakings and Applicants, with such prior notice as may be deemed necessary

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 will be scheduled on every line five days a week, depending on its characteristics and equipment. In double track, efforts shall be made to make way on one of the two tracks, unless the railway infrastructure manager provides for another measure, on the basis of technical reasons. Therefore, the line capacity is restricted over the maintenance band period if only one-way traffic is ensured.

Therefore, on double track sections, line capacity is restricted during the Maintenance Window period, as train movements are ensured on only one track.

EXTRAORDINARY WORKS

Where works will last over a long period different to the maintenance band, the extraordinary works' period and the normal maintenance period shall be recorded. These periods shall be scheduled by TOC Commissions. The more specific 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 from the start of the capacity restriction, unless the infrastructure manager or applicants concerned agree on a shorter period of time, through the Scheduled/Authorized Work Files (TBP/TBA).



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 timetable. 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.

As a general rule, framework agreements shall have a maximum duration of five years and may be renewed for a single additional period, which shall have the same maximum duration, in accordance with the conditions set out in the framework agreement model. . 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.

The Infrastructure Manager may reduce the capacity reserved under the framework agreement where, over a period of at least one month, such capacity has been used below 80% on congested lines and below 50% on all other lines.

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 Framework Agreement template* is available in Annex I. This is an indicative template, which may be subject to amendments agreed by the parties, in accordance with the principles and limits governing the actions of the Infrastructure Manager.

**Please note that the Framework Agreement template set out in Annex I will be updated once the 2026 update of the Network Statement is published, including the second offer of framework capacity. The new template has undergone the procedures provided for in Article 32 of the Railway Sector Act and is currently under review.*

The infrastructure manager will reserve capacity for the annual procedure for preparing timetable. 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.

In the event of a conflict between train path requests submitted under a framework agreement and requests not covered by a framework agreement, the Infrastructure Manager shall apply the coordination procedure laid down in this Network Statement, including the prioritisation criteria, in accordance with Article 10(5) of Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on procedures and criteria concerning framework agreements for the allocation of railway infrastructure capacity.



4.4.1. PROCEDURE FOR PROCESSING CAPACITY ALLOCATION FRAMEWORK AGREEMENT REQUESTS

When concluding framework agreements, the infrastructure manager must optimise the use of available infrastructure capacity. Regulation EU 2016/545, dated 7 April 2016, establishes the procedure and criteria to be followed for the conclusion of framework agreements.

In accordance with Article 5, the infrastructure manager may invite potential applicants to submit framework agreement requests by means of calls for framework agreement requests. To this end, Adif will include in the framework capacity statement the available framework capacity per line section and control period on the lines where this possibility is offered.

Prior to such a statement, infrastructure managers will consult with potential applicants to ensure that the framework capacity offered is as closely aligned as possible with their overall business needs. The framework capacity already allocated and an estimate of the total capacity of the infrastructure will also be indicated.

In addition, Article 5(2) of Regulation EU 2016/545 provides for the possibility for applicants to submit their requests for a framework agreement. Applicants' requests must comply with the procedures and deadlines laid down in the regulations in force and established by the Spanish National Commission on Financial Markets and Competition (CNMC) in its resolution of 24 July 2024 (STP/DTSP/009/024), in which the public entity Adif is required to include in the Network Statement a capacity allocation procedure in accordance with the guidelines laid down in Basis III of the aforementioned resolution.

Accordingly, and in compliance with the requirements set out by the CNMC in its Resolution of 24 July 2024 (STP/DTSP/009/024), the following indicative procedure is established. This shall be without prejudice to the Infrastructure Manager's right, in connection with a framework agreement request, to request corrections, clarifications or additional documentation for the purposes of its assessment

CONTENT OF THE REQUEST

Framework agreement requests must include the following information:

- General and contact information
- Lines or sections of lines for which the framework agreement is requested;
- Indicative lines, which are requested for each line or section of line, including possible commercial stops, differentiating the request by service schedules and days of the week.

Based on the content and volume of the request, the Infrastructure Manager may request the Applicant to provide a representative standard day of frequencies, for the purpose of enabling the coordination of the request with those submitted by other Applicants.

- Estimated departure and arrival times for each service.
- Rolling stock to be used for the track and its characteristics (units, speed, composition, etc.)
- Weekly frequencies: Daily, Workdays, Saturday and Sunday, as well as their exceptions

This information will be included in the framework agreement and will serve as a basis for allocating framework capacity. During the coordination phase of the framework agreement, amendments may be made to the request in accordance with the Implementing Regulation EU 2016/545, which may be incorporated into the agreement after an analysis of their feasibility and provided they are not significant.

Together with the request, Applicants shall, as a minimum, provide documentary evidence in support of the following items:

a) Operations Plan. This plan will contain the following sections:

- Overview of the Plan for the requested period.
- Approximate rolling stock rotation diagram (trains operating in single or double composition).
- Evolution of the operation, detailing the start of services and the incorporation of resources on an annual basis.
- Available resources: trains (units, maximum speed, seats offered per composition), staff and facilities. In particular, as regards rolling stock, it shall be indicated whether the Applicant has such rolling stock available on the date of submission of the request. Where the rolling stock is not available, a commitment letter from the rolling stock supplier indicating its availability date shall be provided.
- Operational arrangements regarding the maintenance of the trains to be used for the provision of the proposed services.
- Any other relevant information to facilitate comprehension of the Plan.
- If applicable, receipt of application for obtaining a railway undertaking license or authorization.

b) Documentation relating to the financial capacity to meet current and future obligations:

- Corporate composition.
- Positive certificates of being up to date with payments to the Tax Agency and payments to the Social Security Treasury.
- Where applicable, supporting documentation substantiating the cases provided for in Article 38(5) of Law 38/2015 of 29 September on the Railway Sector and Article 13(2) of Order FOM/897/2005, for framework agreement requests with a duration exceeding five years.
- Provisional Economic-Financial Plan (income statement, balance sheet and cash flow statement) from the beginning of its activity until the end of the period for which it is requested. For each year, sufficient detail of the assumptions used in its preparation must be included.

Additionally, the ratios that support the Economic-Financial Plan will be incorporated into the analysis. Inter alia: EBITDA and Profit before and after taxes.

- Audited annual accounts for the last three financial years (where applicable). In addition thereto, applicant undertakings shall submit a report including comments on the most significant variations in balance-sheet assets, as well as a justification of expenses and capital contributions where the applicant undertakings have not yet commenced operations and prepare Forecast Annual Accounts.

- Financial capacity and sources of financing, whether own or third-party. Applicant undertakings shall submit a report setting out and explaining such sources of financing, which shall be consistent with the Financial and Economic Plans. In addition, commitment letters from financial institutions, credit institutions, and leasing or renting financing entities for the incorporation of rolling stock shall be provided, ensuring the financial capacity of the applicant undertakings.
- Comfort Letter that supports and guarantees the Economic-Financial Plan, signed by the applicant and all of its shareholders.
- Depreciation plan. Applicants that own, or intend to acquire ownership of, the train fleet to be used to provide the services, or, where applicable, hold a right of use or a firm commitment to enter into such a right if awarded the capacity, under terms from which it follows that substantially all the risks and rewards inherent in ownership have been transferred to them, shall submit an investment and maintenance plan establishing the useful lives of the rolling stock to be used for the performance of their operations during the term of the Framework Agreement. For the purposes of consideration for a potential renewal of the framework agreement, only the depreciation charges for such assets initially foreseen in the investment and maintenance plan shall be taken into account.
- Where, for the management of the fleet, a right-of-use arrangement with the characteristics referred to in the preceding paragraph is entered into, the Applicant shall provide evidence, by means of the execution of a responsible declaration by a duly authorised representative, that from the terms of the right-of-use agreement or from the existing commitments to enter into such an agreement it may be concluded that, through such arrangement, the Applicant assumes the risks and rewards substantially inherent in ownership.
- A responsible declaration stating whether or not the Applicant forms part of a corporate group within the meaning of Article 42 of the Spanish Commercial Code. Where applicable, a list of the companies belonging to such group shall be provided.

The information provided in the Financial and Economic Plans shall be submitted at the sole risk and responsibility of the applicant undertakings. Accordingly, the Public Business Entities ADIF and ADIF High Speed shall not be held liable for any potential changes or distortions in the different scenarios established by the applicant undertakings, should they be awarded the requested capacity, arising from any circumstances that may modify and/or alter such scenarios, whether for economic, technical, legal and/or legislative reasons, changes in demand and/or market prices, or any other factors that may affect the estimates set out in the Financial and Economic Plans prepared by the applicant undertakings, and which may ultimately have a direct or indirect impact, whether material or immaterial, on the profit and loss accounts estimated by the undertakings in their request.

c) Documentation related to the insurance coverage provided for in railway legislation, in the event of not having a railway undertaking license or authorization:

- Commitment letter confirming that adequate civil liability insurance coverage is duly guaranteed, under the terms laid down in Article 63 of Royal Decree 2387/2004 approving the Railway Sector Regulation.

Prior to the provision of railway transport services, and for the purpose of evidencing the civil liability coverage that may be required for carrying out railway transport services, the insurance policy shall be submitted together with its general, specific and special terms and conditions, in order to allow its review pursuant to Article 63 of the Railway Sector Regulation, as well as a certificate confirming that the insurance policy premiums are duly paid and up to date.

- Likewise, in the case of the provision of passenger railway transport services, a responsible declaration shall be submitted, including a commitment to take out an insurance policy covering the guarantees required under the compulsory passenger insurance. Together with the responsible declaration, the applicant undertakings may attach certificates issued by insurance companies evidencing such commitments.

d) Documentation related to the Railway Undertaking's commitment to the decarbonisation of the planet:

- Commitment letter to submit, within 18 months from the start of the term of its framework agreement, the calculation of the carbon footprint for scopes 1, 2 and 3 derived from railway traffic, in accordance with the international GHG Protocol standard or a similar recognised methodology. For the calculation of scope 3, at least the following categories shall be taken into account:
 - Purchased goods and services
 - Capital goods
 - Waste generated
 - Business travel
 - Employee commuting

The reporting of scope 3 emissions shall reflect the activities considered for each of the categories, specifying those that have been excluded. Likewise, the methodology used for their calculation shall be specified.

- Commitment letter to submit, within 18 months from the start of the term of its framework agreement, a carbon footprint reduction plan including reduction targets for all scopes (1, 2 and 3), covering the entire duration of the framework agreement, and including the measurement of the reductions achieved, both in percentage and absolute terms.

REQUEST SUBMISSION METHOD

The documentation must be sent electronically to the ADIF-Alta Velocidad electronic office: <https://sede.adifaltavelocidad.gob.es>

Proposals must be submitted in Spanish or, where appropriate, accompanied by a certified translation (the latter taking precedence in case of doubt or discrepancy). Failure to comply with this requirement will result in the rejection of the proposal submitted by the applicant.

For all correspondence, the railway Infrastructure Manager will communicate with applicants via the electronic office. Applicants must also contact the railway Infrastructure Manager through the ADIF-Alta Velocidad electronic office.

All documentation shall be submitted electronically signed by the persons appearing or signing proposals on behalf of another, representing the applicant. Accordingly, the documentation to be submitted shall include a duly valid power of attorney for such purpose, together with a notarised copy or certified true copy of the national identity document (DNI) or, where applicable, of the document legally replacing it, of the signatories. The power of attorney shall be entered in the Mercantile Register. Where the power of attorney is granted for a specific act, registration in the Mercantile Register shall not be required. This requirement shall not apply where the capacity request is submitted with a qualified electronic signature.

In the event of any discrepancy between the information contained in the various documents, the information set out in the Operations Plan submitted together with the application shall, in all cases, prevail.

Applicants may designate one or more of the documents submitted as confidential. This must be justified and clearly indicated in the document (watermarked, printed in the header or in the margin of each page). Confidentiality may not extend to the entire content of the successful applicant's request. It may only be extended to documents with restricted dissemination and in no case to documents that are publicly accessible or to the essential parts of the application, in compliance in all cases with the provisions of Regulation EU 2016/679, of the European Parliament and of the Council, of 27 April 2016, regarding the protection of natural persons with regard to the processing of personal data and the free circulation of such data, and Spanish Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the Guarantee of Digital Rights, as well as its complementary regulations, and once the process of opening the requests is underway, the confidentiality of the applicants will be respected at all times, ensuring the safekeeping of the documents. Where documents that are wholly or partially confidential are submitted, Applicants shall provide a non-confidential version of their request, as well as of the remaining documentation and, where applicable, of any other submissions made during the processing of the procedure.

Where the request does not meet the requirements set out in Article 66 of Law 39/2015 of 1 October on the Common Administrative Procedure of Public Administrations, the Applicant shall be requested, in accordance with Article 68 of the said Law, to remedy the deficiencies within a period of 10 days, and shall be informed that, should it fail to do so, it shall be deemed to have withdrawn its request, and the corresponding decision shall be adopted for that purpose.

The framework agreements to be concluded shall be governed by the contract model set out in Annex I. To this end, depending on the volume of capacity requested by the Applicants, the Infrastructure Manager may establish a degree of flexibility in the fulfilment of the commitments under the framework agreement by both parties.

ANALYSIS OF THE REQUEST

The Infrastructure Manager shall analyse the framework capacity request and shall verify compliance with the formal requirements of the request, its economic and financial consistency, its technical feasibility and coherence, and whether it is compatible with the capacity available on the infrastructure and on the service facilities concerned.

The Infrastructure Manager may, on the basis of the documentation submitted, request additional clarifications regarding the content of the request, granting for this purpose a period of ten (10) days for their submission.

Where the requested clarifications are not provided, the Infrastructure Manager may disregard those aspects of the request in respect of which doubts remain, with the consequences this may entail for the assessment of the documentation submitted.

Where the Infrastructure Manager intends to refuse the framework capacity requested by the Applicant, it shall provide a duly reasoned response to such refusal.

Where the Infrastructure Manager intends to conclude a framework agreement with an Applicant, it shall, in accordance with Implementing Regulation (EU) 2016/545, inform potential Applicants of this intention and grant them a maximum period of four months to not only express their interest but also to specify their framework capacity request, where they deem it appropriate. For this purpose, interested Applicants shall submit the documentation referred to in the preceding section.

The information to be communicated to other interested parties concerning the framework agreement, while respecting the confidentiality aspects of the request, will include at least the origins and destinations of the requested services, the weekly frequencies, the start and end dates of the services and of the framework agreement itself, and the maximum capacity available for framework agreements.

The Infrastructure Manager shall publish its intention to conclude a framework agreement on its website and, in order to ensure that potential applicants receive the information, shall at least notify those railway undertakings which already provide services similar to those requested.

The time taken to examine the application and, if necessary, reject it or inform the other potential applicants will not exceed one month and five days from the date on which all the relevant documents and information are received.

COORDINATION OF REQUESTS

Following the consultation period carried out by the Infrastructure Manager:

- If no further requests for framework capacity are received and the requested capacity is compatible with other framework agreements already signed, the Infrastructure Manager will, within a maximum of one and a half months from the end of the consultation period, award the framework capacity or refuse it on the basis of overriding reasons, inform the applicant thereof and, where appropriate, request the approval of the CNMC in accordance with Article 13.3 of Spanish Order FOM/897/2005. As a result, the time required to complete the procedures leading to the request for approval of the framework agreement by the CNMC will not exceed six and a half months

If several compatible requests are received, including those from other framework agreements already signed, the Infrastructure Manager shall decide on all of them simultaneously (Article 5.3 of Regulation 2016/545).

- If the requested capacity is incompatible with another signed framework agreement or with new requests, the Infrastructure Manager will inform the applicants and initiate a coordination process as provided for in Article 9.1 of Regulation 2016/545, which shall not exceed two months. According to the article, “principles of the coordination procedure for path requests provided for by Article 46(3) and (4) of Directive 2012/34/EU shall apply”, which establishes that the principles that govern the coordination procedure shall be established in the Network Statement.

Through the coordination process, the railway infrastructure manager shall endeavour to find alternative solutions addressing the Applicants’ requests or to resolve conflicts by consulting the applicants.

Information Provided to Applicants

During the consultation, the following information shall be provided to the parties, free of charge and in writing:

- The capacity requested by all Applicants in the same time slots and the nature thereof.
- The origin of the limitations affecting the train paths proposed by the Applicant.
- The allocation of alternative capacity proposed by the Infrastructure Manager.
- Detailed information on the criteria applied in the capacity allocation procedure.

Such information shall be provided without disclosing the identity of the other Applicants, unless those Applicants have expressly agreed to such disclosure.

Development of the Coordination Procedure

Once the need to carry out a coordination process has been identified, a maximum of two coordination rounds shall be envisaged between the Infrastructure Manager and the different applicants. These rounds shall be conducted individually with each railway undertaking and shall be convened in writing by the Infrastructure Manager. The regulatory body shall be invited to attend, should it consider it appropriate.

The matters addressed in each coordination round shall be recorded in minutes, which shall be circulated to and signed by the parties. In each coordination round, the applicant shall have a maximum period of five (5) days to accept or reject, in a reasoned manner and in writing, the proposal submitted by the Infrastructure Manager, submitting any relevant observations thereon.

In the first coordination round, the Infrastructure Manager shall submit an initial framework capacity proposal, seeking to ensure the greatest possible compatibility among the conflicting time slot requests and endeavouring to respond to such requests in the most appropriate manner.

Subsequently, where necessary, the Infrastructure Manager shall conduct a second coordination round, in which a new allocation proposal shall be submitted to the applicants for consideration, taking into account the initial proposal as well as the agreements reached and the comments and objections submitted by all applicants during the first coordination round.

If the second coordination round proves unsuccessful, in that at least one of the applicants rejects the proposal submitted by the Infrastructure Manager, the latter shall then issue a final coordinated allocation proposal, which the interested parties shall accept or reject in writing. In such case, the conflicting train path(s) shall be allocated to the applicants in accordance with the criteria set out in the following section.

Applicants may inform the Infrastructure Manager, in writing, of their intention to submit a joint proposal at any time during the coordination process.

Any such joint proposal, if submitted, shall involve all railway undertakings that have applied for a Framework Agreement or are affected by the conflict. Consequently, joint proposals that adversely affect a Framework Agreement holder whose capacity was not affected by Framework Agreement applications prior to the start of the coordination process shall not be accepted.

From the date of such communication, the Infrastructure Manager shall open a period of fifteen (15) days for the submission of the joint proposal. The Infrastructure Manager shall also assess the feasibility of the joint proposal within a period of fifteen (15) days.

If the final coordinated proposal is rejected by one or more applicants, or if the joint proposal, where submitted, is deemed not feasible, the Infrastructure Manager shall declare the coordination process unsuccessful and shall proceed to apply the priority criteria.

Criteria Applicable in the Coordination Phase

Where coordination affects several lines or corridors, it shall be carried out individually for each of them, with the aim of eliminating, in each coordination round, the conflicts arising in each line or corridor.

Where all conflicts have been resolved on any of the lines or corridors following the coordination process, the Infrastructure Manager may, in agreement with the Applicants, consider such corridor to be coordinated and proceed with the execution of the corresponding framework agreements relating to that corridor with the Applicants concerned.

The Infrastructure Manager shall ensure compatibility of availability both on the track and at stations when allocating capacity. To this end, the proposals made during the coordination process shall:

- Ensure the feasibility of the proposal in terms of available track capacity, by allocating train paths that are compatible with the remaining allocated capacity.
- Ensure admissibility from the perspective of passenger flow management within passenger station facilities, including both concourse areas and the platforms available.

Where the requests are compatible as regards the number of train paths but conflict with respect to the time slots requested, the Infrastructure Manager shall submit a coordination proposal to the Applicants aimed at configuring an operationally viable transport plan which at the same time seeks to meet the needs of all Applicants. In such cases, the Infrastructure Manager may propose train paths different from those requested by the Applicants, within a reasonable margin (± 60 minutes), in order to configure a balanced timetable with logical rolling stock rotations.

Where the Infrastructure Manager has requested the submission of standard days, coordination shall first be carried out on the basis thereof, by proposing a global standard day applicable to the entire duration of the framework agreement. If consensus is reached among the Applicants, coordination of the specific timetable for all days covered by the framework agreement shall subsequently be carried out, and joint proposals submitted by the Applicants shall be admitted.

Where, after this process, residual framework capacity remains within a train path allocated to an Applicant, such remaining capacity shall be offered to the other successful Applicants.

If the second round of coordination is unsuccessful, because at least one of the applicants rejects the Infrastructure Manager's proposal, a third and final proposal will be made to allocate the conflicting time slot(s) to the applicants in the most efficient way, which will be evaluated by the Infrastructure Manager:

- The best possible satisfaction of all applicants' requests, based on their initial requests, the agreements reached in the coordination process and the objections received in the two planned coordination rounds;
- The proper use of the capacity in question and the efficiency of the system;
- The use of rolling stock in terms of train rotations, according to reasonable criteria and rotations generally less than one hour;

Where the Infrastructure Manager determines that it is materially impossible to reach an agreement, it may, with due justification, bring the coordination phase to an early conclusion, following the suspension of the remaining coordination rounds, and proceed to apply the priority criteria.

Prioritisation Criteria

Where the coordination procedure proves unsuccessful, the Infrastructure Manager shall apply the prioritisation criteria between requests set out in Article 10 of Implementing Regulation (EU) 2016/545 and in Article 9 (5) and (6) thereof where an existing framework agreement is affected.

RESOLUTION OF THE PROCEDURE

Where the Infrastructure Manager is required to coordinate and, where applicable, prioritise incompatible framework capacity requests, the maximum period for completing the procedures leading either to the refusal of the capacity or to the submission of the framework agreement for approval by the CNMC shall not exceed eight and a half months from the date of receipt of all the required information.

The resolution approving or rejecting the conclusion of the framework agreement, which closes the administrative procedure, may be appealed for reconsideration before the Board of Directors of Adif within a period of one month from the day following its notification, or directly before the Central Administrative Tribunals within a period of two months from the day following the notification of the Resolution. This is without prejudice to any other remedy that the parties may consider appropriate. This is without prejudice to the possibility for interested parties to lodge a dispute before the Spanish National Markets and Competition Commission (CNMC), in accordance with the conditions provided for in Article 12.1.f) of Law 3/2013, of 4 June, on the creation of the Spanish National Markets and Competition Commission, or to exercise any other remedy they deem appropriate.

4.4.2. PROCEDURE FOR THE APPLICATION OF COMPENSATIONS AND PENALTIES PROVIDED FOR IN FRAMEWORK CAPACITY AGREEMENTS

IMPLEMENTATION OF THE FRAMEWORK AGREEMENT

The infrastructure manager shall periodically review the framework agreement with the applicants to assess the framework capacity. Applicants shall inform the infrastructure manager without delay of any continuing intention not to use all or part of the framework capacity. If the applicant does not intend to use the framework capacity for more than one month, it shall notify the infrastructure manager at least one month in advance. (Art. 11 Regulation 2016/545 EU).



Unjustified non-use of the agreed capacity by the applicant will result in the application of the penalty clauses of the framework agreement and the withdrawal of the capacity under the conditions specified in the signed framework agreement. The application of economic sanctions in these cases is not primarily intended to safeguard the legitimate economic interests of the Infrastructure Manager, but rather to ensure that applicants' requests for framework capacity are made in accordance with actual service needs, in particular where the resolution of this allocation shows that another applicant has not been allocated this capacity.

When agreeing new framework capacity with an applicant, the Infrastructure Manager shall take into account any failure to use framework capacity or to request a path under a framework agreement and the reasons for such failure.

Furthermore, Article 13 of Implementing Regulation (EU) 2016/545 provides, in paragraph 2 thereof, for the possibility of establishing penalties as a consequence of the modification or termination of a framework agreement, limited to “the costs, direct losses and expenses (including loss of profit) reasonably incurred, or which it may reasonably be foreseen will be incurred, by the indemnified party”. That provision further states that “the indemnified party shall take reasonable steps to prevent or reduce the modification of the agreement, or to prevent its termination or reduce its effects, and to cover the costs, losses and expenses, or otherwise mitigate the direct costs, losses and expenses (including loss of profit)”.

Paragraph 3 of the aforementioned Article 13 governs the grounds for exemption from the payment of penalties exceeding the administrative costs arising from a modification or termination of the framework agreement in the following cases:

- a) Where the framework agreement has been modified or terminated due to reasons beyond the control of the Applicant, and such reasons have been communicated to the Infrastructure Manager without delay.
- b) Where the Applicant has been refused a supplementary framework capacity request on which the viability of the planned railway service depended.
- c) Where the Infrastructure Manager has been able to re-allocate the train paths and the framework capacity in such a manner that the losses arising from the modification or termination of the framework agreement are already covered. Train paths withdrawn during a transport plan, or any capacity restriction that has been replaced by alternative paths offered by the Infrastructure Manager and accepted by the operator, shall not be taken into account for the purposes of this assessment.

For the purpose of establishing the rules and criteria that the Infrastructure Manager shall apply in the implementation of the framework capacity agreements entered into between the Infrastructure Manager and an Applicant, and in order to ensure transparency and predictability in their assessment, the corresponding procedure has been established, as set out below.

OBJECTIVE AND SCOPE OF APPLICATION

This procedure shall apply to each framework capacity reservation agreement entered into between Adif and/or ADIF High Speed and an Applicant after its initial publication in the Network Statement, and which is in force during the assessment period (timetable) to which its application relates.

For this purpose, an administrative file shall be processed, which shall be developed in accordance with the provisions of Law 39/2015 of 1 October on the Common Administrative Procedure of Public Administrations, Law 38/2015 of 29 September on the Railway Sector, Order FOM/897/2005 of 7 April on the Network Statement and the procedure for the allocation of railway infrastructure capacity, and Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on procedures and criteria concerning framework agreements for the allocation of railway infrastructure capacity.

The aforementioned administrative file shall be initiated by the Infrastructure Manager in the following cases:

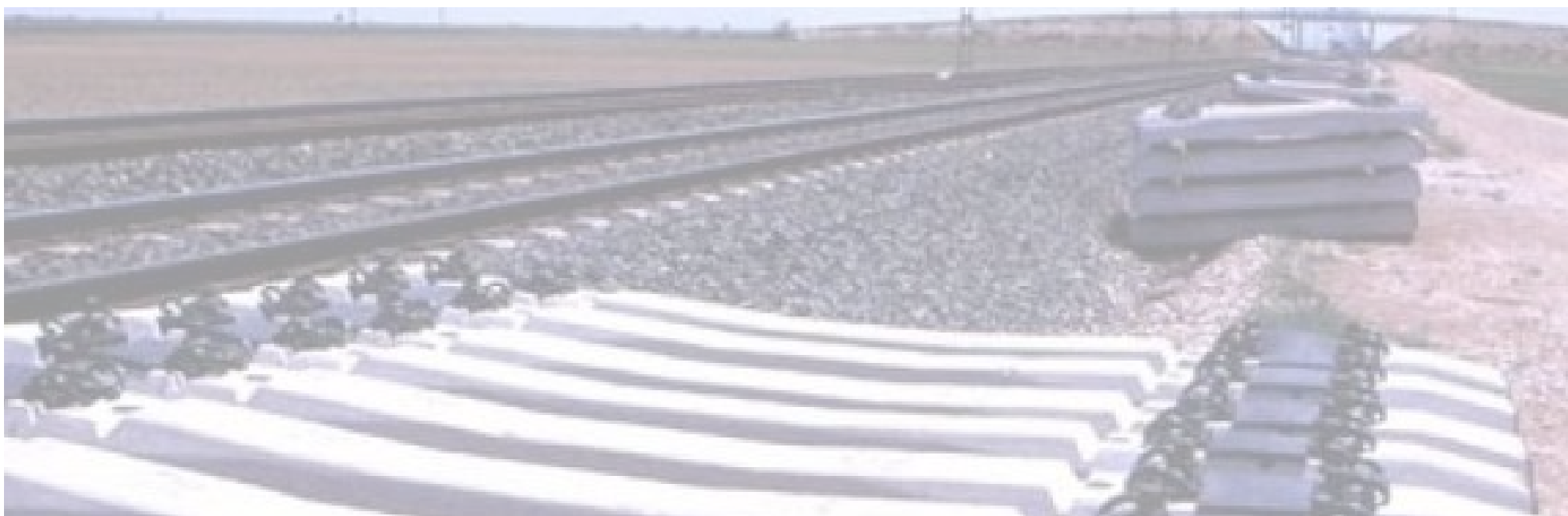
- a) On an annual basis, once the relevant timetable has ended and all the information relating to the operations carried out during the period is available.
- b) Following the modification or termination of the framework agreement.

During the course of this procedure, the Infrastructure Manager shall draw up and process a separate administrative file for each framework agreement, including any subsequent modifications thereto (addenda). Where the same operator has several framework agreements in force, the accumulation of such agreements into a single administrative file may be agreed, where appropriate, in which each of the operator's framework agreements shall be analysed.

In administrative files relating to compliance with the obligations of the parties during the timetable period, the following aspects shall be analysed:

- a) Fulfilment by the applicant of the obligations contained in the clauses and annexes of the framework agreement relating to compliance with the request for capacity reserved in the framework agreement under the technical conditions specified therein.
- b) Fulfilment of the infrastructure manager's obligations to make available to the applicant the capacity reserved in the framework agreement and the technical conditions contained therein.

In administrative files relating to the modification or termination of framework agreements, the reduced capacity deemed to be eligible for compensation shall be determined, taking into account the applicable conditions laid down in the relevant framework agreement and, in any event, the provisions of Article 13 of Commission Implementing Regulation (EU) 2016/545



4.4.2.1 ASSESSMENT OF COMPLIANCE DURING THE TIMETABLE PERIOD

DESCRIPTION OF THE ASSESSMENT PROCESS

Prior to requesting the service timetable.

Applicants shall inform the infrastructure manager without delay of their intention not to use any part of the capacity reserved in the capacity framework agreements for the following service timetable and shall state the reasons.

The applicant shall notify the Infrastructure manager of this circumstance and the reasons for it as soon as they become aware of it, even before requesting paths for the next service timetable. The applicant shall provide the Infrastructure manager with all the information necessary to justify the reasons for the reduction in the operation of the reserved capacity.

The requirement to inform without delay shall not be deemed to be fulfilled, even where the deadlines for submitting timetable requests laid down in the Network Statement are complied with, if it is concluded from the contents of the administrative file that the operator knew, or could reasonably have been expected to know, prior to that date, that it would not operate the capacity.

In the event that the framework agreement or any subsequent amendment thereof includes a clause providing for flexibility margins allowing the applicant not to operate all the reserved capacity due to adjustments in its programming, a justification of the reasons shall not be required if the flexibility margin is not exceeded. In this case, the applicant shall state in its notification that it accepts this circumstance and shall specify the percentage of capacity it intends to withdraw from operation in relation to the capacity reserved in the framework agreement, verifying that this is less than or equal to the established flexibility margin (global margin and/or margin per relationship, if established).

In all cases, the operator will specify in its notice the slot(s) it is surrendering and the period for which it is surrendering them.

Irrespective of the Infrastructure Manager's analysis of the documents submitted by the applicant, which will take place at a later stage, the Infrastructure Manager will update the catalogue of released capacity published as an annex to the Network Statement, including the capacity that the applicant has relinquished.

Such update shall be carried out within a period not exceeding one month from the date of receipt of the communication from the operator.

Request for capacity during the service schedule.

The Network Statement applicable to each timetable specifies the deadline available to Applicants for submitting capacity requests for the timetable period. Such requests must also be submitted in order to make effective the train paths reserved under framework agreements.

The railway undertaking only needs to request the capacity it intends to use, allowing the Infrastructure Manager to reallocate surplus capacity to maximise the use of the railway network.

Such request shall be made through the channels provided for in Section 4.2.2 of this Network Statement and, unless the Infrastructure Manager has already been informed, shall include documentation justifying the reasons for requesting the operation of a capacity lower than that reserved in the framework agreement.

Following the approval of the timetable and the allocation of capacity, the volume of train paths that have ultimately been requested and granted by the Infrastructure Manager on all corridors included in the framework agreement for an operator shall constitute that operator's initial request.

The comparison between the initial request and the capacity reservation under the framework agreement shall determine the initial level of compliance with the framework agreement following the approval of the timetable, and shall serve to establish the margin of manoeuvre available to the operator throughout this period in order to ensure compliance with its framework agreement.

Operation during the service schedule.

Once the railway undertakings have started operating the relevant service timetable, certain circumstances may arise during the course of the service which are relevant to the assessment of compliance with the framework agreements, as they may alter the initial requirement and the initial percentage of non-compliance.

a) Concerted adjustments and monthly adjustments in accordance with the procedure and deadlines set out in the Network Statement.

The operator can make use of the so-called "concerted adjustments" and "monthly adjustments" in the Network Statement. Its aim is to facilitate the adaptation of each applicant's Transport Plan.

Failure by the railway undertaking to operate train paths with this type of adjustment in accordance with the deadlines and procedures of the Network Statement will have the effect of altering the initial compliance margin set after approval of the service timetable.

b) Adjustments requested by the operator outside the deadlines set out in the Network Statement.

This situation shall arise where the operator requests the non operation of certain train paths while failing to comply with the minimum notice periods laid down in the Network Statement. Irrespective of whether, at the end of the timetable period, the final compliance percentage falls within or outside the flexibility margin, this situation shall give rise to the settlement of Charge – Modality A, together with the addition to Charge A referred to in Article 97(5), point (4), of Law 38/2015 of 29 September on the Railway Sector, under the terms provided for in the railway charging system and in the Network Statement applicable at any given time.

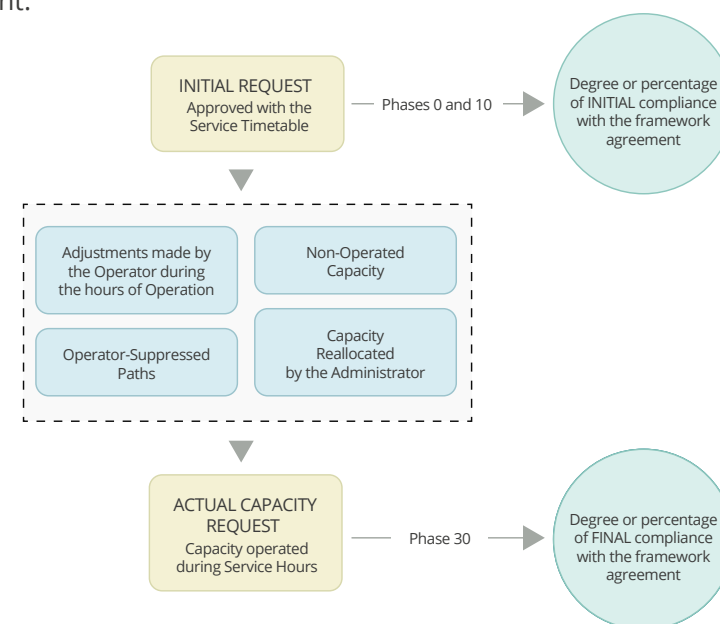
For this reason, the non-operation of these paths will have no impact on the level of final compliance with the framework agreement.

c) Train paths not operated by the railway undertaking without any of the above procedures.

This situation shall arise where the railway undertaking does not operate certain train paths and has not made use of the procedures laid down in the Network Statement, including agreed adjustments or monthly adjustments.

This situation shall give rise to the settlement of Charge – Modality A, together with the addition to Charge A referred to in Article 97(5), point (4), of Law 38/2015 of 29 September on the Railway Sector, under the terms provided for in the Regulation on the Determination of Railway Charges and in the Network Statement applicable at any given time.

For this reason, and as above, the non-operation of these paths will have no impact on the level of final compliance with the framework agreement.



d) Paths cancelled by the infrastructure manager.

The railway infrastructure manager is charged with the ongoing maintenance and investment of the lines it owns, either by maintaining the infrastructure in service or by carrying out improvements and extensions to its network. Carrying out these works may lead to unavoidable traffic restrictions.

Where such work inevitably affects rail traffic, the infrastructure manager shall endeavour to minimise disruption and shall promote improvements to the infrastructure which will result in an improved service from the infrastructure manager.

The cancellation of paths during the service schedule by the infrastructure manager for any of the above reasons will result in a change in the percentage of compliance with the infrastructure manager's framework agreement.

Evaluation of compliance with the framework agreement.

At the end of the service timetable, the Infrastructure Manager must assess the degree of compliance with the obligations of each of the framework agreements.

The Infrastructure Manager will create a file for each framework agreement (or several framework agreements of the same operator, if applicable) and will analyse and determine the degree of compliance achieved by both parties.

The maximum period from the opening of the file to the resolution of the file will be 6 months.

Preparation of the Report on the Determination of Compensable Capacity.

The Infrastructure Manager shall issue a report determining the compensable capacity for each framework agreement, which shall serve as the supporting basis for the application of the compensations and penalties provided for therein.

For the preparation of the aforementioned report, the methodology set out in the following sections shall be applied, taking into account the flexibility margin under the terms laid down in the respective framework agreements::

1) Determination of compensable capacity by the Infrastructure Manager;

For the purposes of the assessment carried out by the Infrastructure Manager, "compensable capacity" shall be understood to mean that framework capacity which has been withdrawn, excluding cases of force majeure as provided for in the framework agreement. When calculating such capacity, both the capacity falling within the annual reduction margin provided for in the framework agreement and the capacity exceeding that margin shall be taken into account..

The compensable capacity shall be calculated using the following expression:

$$ci = s - b - ca.v \quad [1]$$

Where:

- **ci**: represents the compensable capacity resulting from non compliance by the Infrastructure Manager during the timetable period, measured in train km.
- **s**: represents the train km corresponding to train paths withdrawn by the Infrastructure Manager without an alternative being offered to the operator.
- **b**: represents the train km corresponding to train paths not offered to the operator due to causes not attributable to the Infrastructure Manager.

For the calculation of this parameter, the concurrence of the circumstances provided for in the framework agreement shall be taken into account.

- **ca**: represents the capacity reserved under the framework agreement on the corridor, measured in train km.
- **v**: represents the reduction margin, expressed as a ratio, laid down in the framework agreement; it shall be applied to the train km reserved under the framework agreement per corridor.
- If **ci < 0**, **ci** shall be taken as equal to **0**, as the flexibility margin has not been exceeded.

For these purposes, train paths shall be deemed to have been offered where the Infrastructure Manager has proposed a reasonable alternative, within the limits provided for in the Network Statement, which has not been accepted by the Applicant.

2) Determination of compensable capacity attributable to the Applicant:

For the purposes of the assessment attributable to the Applicant, “compensable capacity” shall be understood to mean the framework capacity not operated, excluding the cases provided for in Article 13(3) of Commission Implementing Regulation (EU) 2016/545 and cases of force majeure as laid down in the framework agreement. When calculating such capacity, both the non operated capacity falling within the annual reduction margin provided for in the framework agreement and the non operated capacity exceeding that margin shall be taken into account.

Compensable capacity shall be calculated as the difference between the minimum capacity that the Applicant is required to operate on the corridor and the capacity actually operated, in accordance with the following expression:

$$ci = ca (1 - v) - r - a - (cr - c) \quad [2]$$

En donde:

- **ci**: represents the compensable capacity resulting from non compliance by the Applicant during the timetable period, measured in train km.
- **ca**: represents the capacity reserved under the framework agreement on the corridor.
- **v**: represents the reduction margin, expressed as a ratio, laid down in the framework agreement; it shall be applied to the train km reserved under the framework agreement per corridor.
- **r**: represents the train km corresponding to train paths not operated by the Applicant and subsequently re allocated by the Infrastructure Manager.
- **a**: represents the train km corresponding to train paths not operated due to causes not attributable to the Applicant.
For the purposes of calculating this parameter, the occurrence of the force majeure circumstances provided for in the framework agreement shall be taken into account.
- **cr**: represents the capacity operated by the Applicant on the corridor at the end of the timetable period, measured in train km.
- **c**: represents the capacity operated by the Applicant on the corridor outside the framework agreement at the end of the timetable period, measured in train km.
- If **ci < 0**, **ci** shall be taken as **equal to 0**, as the flexibility margin has not been exceeded.

Train paths in respect of which the surcharge for cancellation of reservation referred to in Article 97(5), point (4), of Law 38/2015 of 29 September on the Railway Sector has accrued shall be excluded from the calculation.

3) Conclusions of the Report on the Determination of Compensable Capacity:

The technical administrative report shall determine the compensable capacity attributable both to the operator and to the Infrastructure Manager. To this end, the report shall include the following information:

- Non operated capacity attributable to the railway undertaking, with a detailed breakdown of the non operated capacity exceeding the flexibility margin laid down in the framework agreement and therefore subject to penalties. Such information shall be set out in a list of penalised train paths, including a description of the corridor, service relation, affected train kilometres and scheduled stops (**compensable capacity ci**).
- List of train paths withdrawn by the Infrastructure Manager, where no alternative has been offered or where the alternative offered has not been accepted by the operator, with the exception of those train paths affected by the circumstances provided for in the framework agreements as causes not attributable to the Infrastructure Manager. Likewise, such information shall be detailed in a list of penalised train paths, including a description of the corridor, service relation, affected train kilometres and scheduled stops (**compensable capacity ci**).
- List of supplementary train paths offered by the Infrastructure Manager and accepted by the operator.
- Assessment of the observations and representations submitted by the railway undertaking.

Taking into account the provisions of Article 11(3) of Commission Implementing Regulation (EU) 2016/545, the Infrastructure Manager shall assess whether, in view of the volume of capacity not operated, it is appropriate to reduce the framework capacity allocated for the period following the current timetable period.

4) Quantification of Compensation and Penalties Arising from Compliance with Obligations during the Service Timetable:

Once the compensable capacity has been determined, an economic and financial report shall be prepared, which shall quantify the amount of the compensation and penalties provided for in the Framework Agreement.

The compensation payable by the applicant or by the Infrastructure Manager, as applicable, shall be calculated in accordance with the following formula:

$$I = ci \cdot lc$$

Where:

- **I**: means the compensation payable, expressed in euros.
- **ci**: means the compensable capacity (capacity not operated during the service timetable, previously calculated for the infrastructure manager or for the applicant), as determined in the report referred to in the preceding section.

The value of **lc** shall be determined in accordance with the provisions set out in the capacity framework agreements. The value of **lc** shall correspond to the sum of the charges applicable to VL1 services under modalities A, B and C of the minimum access charges for railway lines forming part of the Railway Network of General Interest, and for access to infrastructure connecting to service facilities, as provided for in Article 97 of Law 38/2015, of 29 September, on the Railway Sector. This amount shall also include the base addition applicable to the aforementioned modality B, as determined in accordance with the Regulation governing the calculation of railway charges in force during the service timetable in which the non-compliance occurred or, as the case may be, during which the amendment or termination of the framework agreement took place. The resulting value shall be expressed in euros per train-kilometre (EUR/train-km).

RIGHT TO BE HEARD WITHIN THE ADMINISTRATIVE PROCEEDINGS

Once the two reports have been issued, the Infrastructure Manager shall decide on the initiation of the administrative proceedings and, having regard to the provisions of Article 82 of Law 39/2015 of 1 October on the Common Administrative Procedure of Public Administrations (LPAC), and prior to drafting the proposed decision, shall grant access to the content of the file to the interested party. To that end, the interested party shall be granted a period of fifteen (15) days to examine the file, request copies of the documents contained therein, submit observations, and provide such documents and/or evidence as it may deem appropriate.

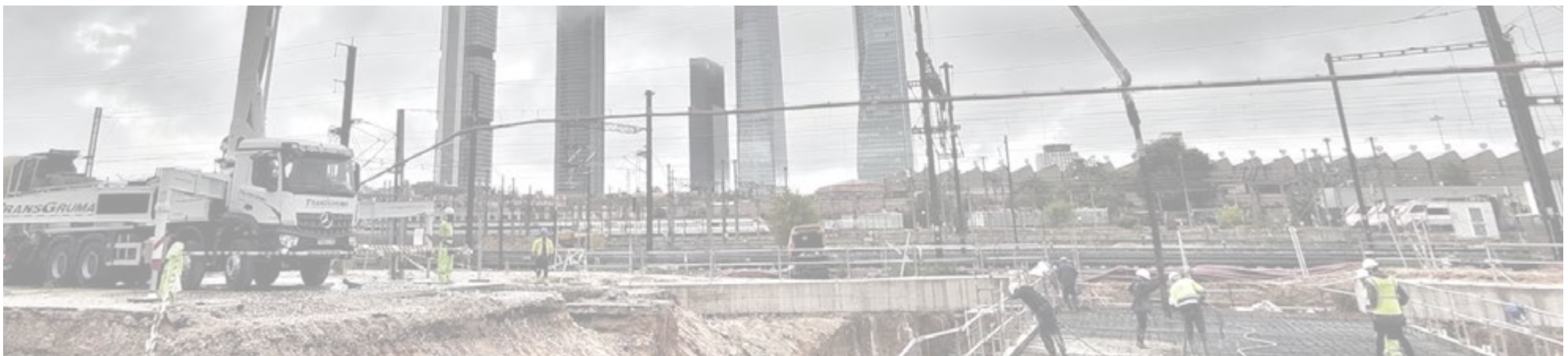
RESOLUTION OF THE FRAMEWORK AGREEMENT COMPLIANCE FILE

Once the hearing procedure has been completed, the observations submitted shall be examined and the Infrastructure Manager shall issue a Resolution determining, where appropriate, the penalties or compensation payable by the parties, as well as the time limit for payment thereof.

Upon receipt of the compensation determined in the Resolution referred to in the previous paragraph, the parties shall be deemed to be fully and finally compensated for all damages, costs and losses incurred (including loss of profit).

This Resolution shall exhaust the administrative remedies. An optional administrative appeal for reconsideration (recurso potestativo de reposición) may be lodged before the President of Adif / ADIF-High Speed within a period of one (1) month calculated from the day following receipt of notification, in accordance with Articles 112(1) and 123 et seq. of Law 39/2015 of 1 October on the Common Administrative Procedure of Public Administrations (LPAC), in conjunction with Article 16(2) of Royal Decree 1044/2013 of 27 December approving the Statute of ADIF - Alta Velocidad Alternatively, an administrative judicial appeal (recurso contencioso administrativo) may be filed directly before the Central Administrative Courts (Juzgados Centrales de lo Contencioso Administrativo) within a period of two (2) months from the day following notification of the Resolution, without prejudice to the right of the interested parties to exercise any other remedy they may deem appropriate.

This procedure shall not apply to the assessment of compliance with other requirements set out in the capacity framework agreements that do not entail any alteration in the fulfilment of the commitments relating to the making available and operation of the framework capacity reserved therein.



4.4.2.2 APPLICATION OF COMPENSATION AND PENALTIES IN THE EVENT OF AMENDMENT OR TERMINATION OF THE FRAMEWORK AGREEMENT

DESCRIPTION OF THE ASSESSMENT PROCESS

Preparation of the Report on the Determination of Compensable Framework Capacity.

Following the amendment or termination of the framework agreement, a report shall be prepared in which the compensable capacity shall be determined. For these purposes, compensable capacity shall be deemed to be the sum of all time bands withdrawn by the applicant or by the infrastructure manager, measured in train kilometres, and assessed over the entire remaining duration of the framework agreement. In determining the compensable capacity, due account shall be taken of the annual reduction margin provided for in the framework agreement, applied to the reduced capacity, as well as of force majeure events and the circumstances set out in Article 13(3) of Commission Implementing Regulation (EU) 2016/545, namely:

$$ci = cm (1 - v) \quad [3]$$

Where:

- **ci**: means the compensable capacity arising as a consequence of the amendment or termination of the framework agreement, measured in train-kilometres (train-km).
- **cm**: means the framework capacity reduced as a result of the amendment or termination of the framework agreement by the applicant or by the infrastructure manager on the relevant axis, measured in train-kilometres (train-km), excluding cases of force majeure and those provided for in Article 13(3) of Commission Implementing Regulation (EU) 2016/545.
- **v**: means the reduction margin, expressed as a ratio, as provided for in the framework agreement; it shall be applied to the train-kilometres reserved in the framework agreement per axis.

Furthermore, the report shall also quantify:

- The administrative costs arising from the amendment or termination of the Framework Agreement.
- The amount of the compensation applicable, payable in favour of the infrastructure manager and/or the railway undertaking, as appropriate.

The compensation payable by the applicant or by the infrastructure manager, as applicable, shall be calculated in accordance with the following formula:

$$I = ci \cdot Ic$$

Where:

- **I**: means the compensation payable, expressed in euros.
- **ci**: means the compensable capacity, consisting of: capacity not operated during the service timetable, previously calculated for the infrastructure manager or for the applicant (pursuant to expressions [1] or [2], respectively), or compensable framework capacity resulting from an amendment or termination of the framework agreement, calculated in accordance with expression [3].

The value of I_c shall be determined in accordance with the provisions set out in the capacity framework agreements. In any event, for Framework Agreements governed by the standard model published in the Network Statements for the 2024–2025 High-Speed (HS) timetable or subsequent timetables, it is hereby clarified that the value of I_c shall correspond to the sum of the charges applicable to VL1 services under modalities A, B and C of the minimum access charges for railway lines forming part of the Railway Network of General Interest, as well as for access to infrastructure connecting to service facilities, as provided for in Article 97 of Law 38/2015 of 29 September on the Railway Sector. This amount shall also include the base addition applicable to the aforementioned modality B, as determined in accordance with the Regulation governing the calculation of railway charges in force during the service timetable in which the non-compliance occurred or, where applicable, during which the amendment or termination of the framework agreement took place. The resulting value shall be expressed in euros per train kilometre (EUR/train km).

The amount resulting from the application of the provisions set out in this section shall be subject to Value Added Tax (VAT), under the terms established in the applicable legislation.

HEARING PROCEDURE OF THE ADMINISTRATIVE PROCEEDINGS

Once the report has been issued, the Infrastructure Manager shall decide on the initiation of the administrative proceedings and, having regard to the provisions of Article 82 of Law 39/2015 of 1 October on the Common Administrative Procedure of Public Administrations, shall grant access to its content to the interested party. To that end, the interested party shall be granted a period of fifteen (15) days to examine the file, request copies of the documents contained therein, submit observations, and provide such documents and/or supporting evidence as it may deem appropriate.

RESOLUTION OF THE FRAMEWORK AGREEMENT COMPLIANCE PROCEEDINGS

Once the hearing procedure has been completed, the observations submitted shall be examined and the Infrastructure Manager shall issue a Resolution determining, where appropriate, the penalties or compensation payable by the parties, as well as the time limit for payment thereof.

Upon receipt of the compensation determined in the Resolution referred to in the preceding paragraph, the parties shall be deemed to be fully and finally compensated for all damages, costs and losses incurred (including loss of profit).

Against this resolution, which exhausts the administrative route, an optional appeal for reconsideration may be filed before the President of Adif/Adif-Alta Velocidad within one month from the day following the receipt of the notification, in accordance with the provisions of Articles 112.1 and 123 et seq. of the LPAC, in relation to Article 16. 2 of Royal Decree 1044/2013, of 27 December, which approves the Statute of ADIF - Alta Velocidad; or directly file an administrative appeal with the Central Administrative Tribunals within two months of the day following notification, without prejudice to the interested parties being able to exercise any other remedy they deem appropriate.

4.4.3. FRAMEWORK CAPACITY RELEASED

In accordance with Article 11(3) of Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on the procedures and criteria concerning framework agreements for the allocation of railway infrastructure capacity, where the candidate does not intend to make use of the framework capacity for a period of more than one month, it shall notify the Infrastructure Manager more than one month in advance.

In this respect, the infrastructure manager may, in accordance with the provisions of the legislation in force and following the recommendations of the CNMC, and in order to ensure the optimisation and efficient management of the use of the available infrastructure capacity, offer this available framework capacity both to railway undertakings already operating and to potential new applicants.

This offer shall be made by publishing, in a document annexed to the Network Statement, a table containing the released framework capacity available for the current service schedule, classified by line, indicating the available paths with the timetable, day(s) of the week and route with origin-destination and intermediate stops. This document is updated at the beginning of each month if there have been any changes since the last update.

These train paths, which make up the remainder of the available framework capacity, shall be requested by railway undertakings or new applicants, with the same timetable and stops as those offered in the table, within the time limit set by the infrastructure manager, using the SIPSOR computer application and the terminals authorised for this purpose.

Once the paths listed in the table have been requested, a feasibility study will always be carried out before formalising their allocation.

The document attached to this Network Statement contains the catalogue of framework capacity released on the General Interest Railway Network in accordance with the service schedule in force at any given time and applicable only to it. As a result, the Catalogue attached to each Network Statement will not contain information on released framework capacity until the relevant service schedule has been approved and, where appropriate, released.

4.5. Capacity Allocation Procedure

Requests for capacity allocation will be based on a confirmed business need and technical feasibility. Otherwise, in order to ensure that requests for capacity allocation are based on confirmed commercial need and technical feasibility, railway undertakings and applicants may advise the Capacity Manager on the feasibility of their proposals by requesting a capacity study.

In terms of scope, capacity studies may be requested by railway undertakings and applicants for different reasons: study of a route for new traffic; the future demand for capacity does not coincide with the usual request, e.g. due to the inclusion of new stops, the use of different rolling stock, etc.

In terms of timing, capacity studies may be requested both prior to the request for capacity for the following service schedule and during the validity of the timetable. The infrastructure manager will take into account the state of the network at the time of the survey, the content of which is not binding and in no way implies the reservation of the capacity surveyed.

In the event that a study for the following service schedule is requested before the end of the capacity allocation period for that service schedule, the outcome of the capacity study may vary depending on the outcome of the final capacity allocation.

The capacity study will be requested via email indicating in the subject: "Capacity Study" to the following address: gestion.capacidad@adif.es. In the case of international capacity, through the PCS (Path Coordination System) tool.

This email must be accompanied by the form in Annex C, duly completing each of the fields indicated therein.

The Capacity Manager will analyse the documentation provided and, if it is found to be deficient or the information provided is incomplete, will request the applicant to rectify the application within 10 days, stating that if he/she fails to do so, the application will be deemed to have been withdrawn, following a decision to be issued in accordance with the provisions of Article 21 of Spanish Law 39/2015 of 1 October.

The Capacity Manager will prepare the capacity study and notify the applicant within 1 month of receipt of the request or, where appropriate, of receipt of the complete documentation. This period could be up to a maximum of three months in cases justified by their particular complexity.

Where capacity studies are international in nature, i.e. they involve the study of paths that cross more than one network, the infrastructure manager receiving the request must co-ordinate with the relevant infrastructure manager(s) to carry out the study.

Without prejudice to the provisions of the relevant legislation, the infrastructure manager shall keep confidential all commercial and business information entrusted to it to carry out studies. For its part, the applicant undertakes to maintain the confidentiality of all data and information provided by Adif in this respect.

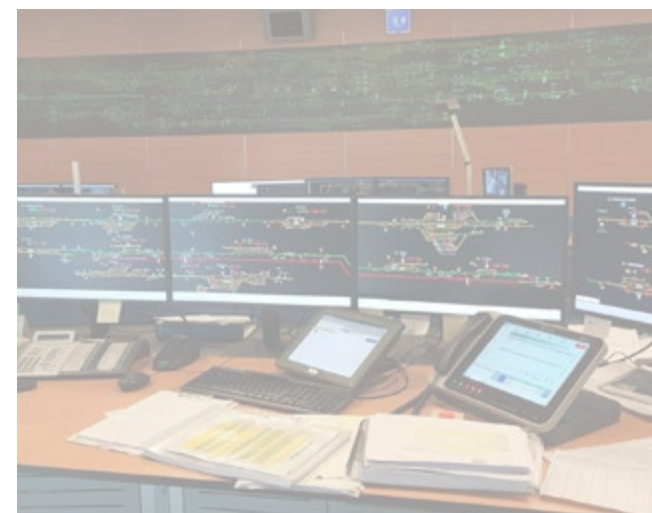
Applicants will preferably use the IT tools that the railway infrastructure manager has available (SIPSOR and PCS). Any request for international paths may also be issued through Adif OSS or any OSS in the RNE Network of one-stop shops, and in the case of requests for freight, they can also make them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

Occasional / ad hoc international requests shall be submitted at least five (5) days prior to the departure from the origin of the train path.

For proper network planning and management, in capacity requests originating, passing through or arriving at the Madrid-Chamartín-Clara Campoamor High-Speed Station, Madrid-Puerta de Atocha-Almudena Grandes and Barcelona-Sants High-Speed Stations, together with the data entered into the Sipsor application (and in Annex C, where applicable), applicants must identify the most frequent train composition with which the requested train will run, indicating whether it will be a single composition or a double composition (field N - Number with values 1 or 2, expressing in the observations field ('OBSE') the period or the specific days for which the other type of composition is requested.

It is also important to remember that efficient capacity use requires railway undertakings to make capacity requests that they will actually operate, so the train composition requests that comprise these requests must be equally realistic.

During Timetables, in exceptional cases and in the event of restrictions or incidents on the railway network, the capacity allocated for double composition travels may be changed by the infrastructure manager to single composition or vice versa, especially in cases of infrastructure and service facilities with special congestion situations described in the Infrastructure Capacity Manual.



Applicants' requests to change their assigned capacity from single to double composition, or vice versa, either on a one-off basis or for the remainder of their service schedule, must be submitted by email as earliest as possible. If the request involves changing from a single to a double composition, it must be analysed by the infrastructure manager to verify its feasibility and will be responded to within a maximum of 5 business days. In the latter case, the applicant will not be able to circulate with the new composition until the manager accepts the change. Once the change is accepted, if it is permanent, the applicant must modify the N field in the SIPSOR application.

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 enable the work of applicants who agree with the Capacity Manager to use SIPSOR, if there is a new Request Period for new Timetables, the GC may automatically generate a computer request in the system for an automatic loading of paths allocated by railway undertakings that already had capacity during the previous operating hours, as from the regular paths in force on that date. This generation shall not entail any acquired right of preference over the rest of requests from other applicants. Applicants shall verify that all path requests for the new time period have been entered into the system and that all data are duly filled in; they must also cancel the request of paths for those who do not wish 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 shall be required to accept or reject the allocated train paths, using the same means through which the request was submitted, no later than the expiry of the period for observations. Where the deadlines established lapse without receipt of the applicant's acceptance of an allocated train path, the capacity manager shall deem that train path to have been rejected and may therefore freely dispose of the train path.

In the process of preparing the service timetable, the valid and definitive information shall be that recorded in SIPSOR on the date of notification of the final capacity allocation decision, pursuant to Article 7(2)(f) of Order FOM 897/2005. This shall apply notwithstanding the fact that, for operational reasons, certain information may be viewed in that application at an earlier stage.

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 be obliged to notify the capacity manager of the train announcements within the time limits established in the Network Statement (between X-4.5 and X-4.4). The train announcement consists of the formal declaration by the applicant of the specific days on which the trains are to operate.

Within the process of preparing the service timetable, the infrastructure manager shall notify applicants of the train announcements on the dates set out in the Network Statement (X-4.25). With regard to occasional train paths (TrainDay), the infrastructure manager shall proceed with the announcement thereof in accordance with the dates requested, once the train path has been accepted.

. 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.

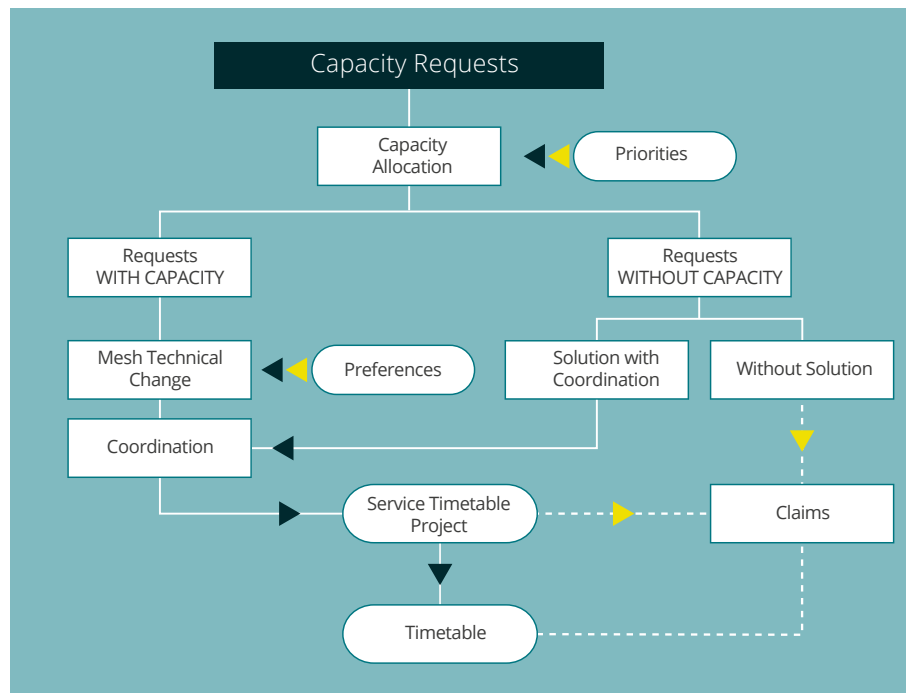
The Capacity Manager will respond as far as possible to all requests for infrastructure capacity received. If this is not possible, the allocation criteria set out in Article 11 of Spanish Order FOM/897/2005 of 7 April will be applied, taking into account any constraints affecting the applicants, such as the economic impact on their business activity.

On the other hand, the increase in services on the Spanish rail network following the liberalisation of passenger transport has led to an enormous increase in the volume of passengers transported, particularly on the three corridors covered by the framework agreement. Anticipation of this gradual increase in services has led to declarations of congestion at certain service facilities. However, these congestion declarations mainly affect the road capacity allocation process and not the management of passenger flows at terminals and platforms, an aspect that must be taken into account in light of the aforementioned increase in passengers.

The Capacity Manager is legally empowered to reserve capacity for scheduled maintenance, replacement or expansion of the Network to resolve congested infrastructure problems. Also, in accordance with Rail Sector Act twenty-five additional provision, provisional allocation of capacity, upon request of the competent administrations, and within the framework of European Union law governing the allocation of public service agreements and the liberalization of rail transport services, railway infrastructure managers shall be obliged to make a provisional reserve of infrastructure capacity necessary to execute every public service agreement, prior to the mandatory tender.

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.



In adjustments and requests made after the service schedule has been drawn up, including requests to change train composition, capacity allocation will preferably be solved based on residual capacity and by technically inserting paths into the network, ensuring that existing paths are not affected.

In any case, for occasional paths requested after the service schedule has been drawn up, the Capacity Manager will limit to available capacities, establishing the order of priority for receiving requests.

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 TIME SLOTS

In this phase it is determined which requests shall obtain capacity in the corresponding lines and time periods.

This process will initially be carried out based on the estimated capacity available on each line, depending on the type of traffic, as well as the available capacity in boarding lounges and platforms, necessary for the adequate management of passenger flows within station areas, as stated in the Capacity Manual. The Capacity Manual, which is generally updated quarterly and contains information on the available capacity on the infrastructure (RFIG routes and tracks in coordinated stations), is sent by the infrastructure manager to applicants with a valid licence. Once the demands have been met according to the traffic type, those requests that have not obtained capacity may use the residual capacity of another traffic type, as long as this is technically feasible

If capacity is allocated to an applicant that is not a Railway Undertaking, the latter shall communicate to the railway infrastructure manager the data of the RU that will use the capacity at least five days before the actual use.

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

The Capacity Manager may vary within reasonable parameters the schedule proposed by applicants for technical reasons, or to reconcile all requests of different applicants. It will therefore be able to establish the travel time or technical stops it deems appropriate to ensure the punctuality of trains, making different paths compatible and optimizing 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 24.1.1 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.

On these routes, in addition to the capacity allocation priorities laid down in Order FOM/897/2005, the Capacity Manager's capacity allocation process may be carried out by giving certain priority in the technical network adjustment to predominant services

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)

In view of the particular technical complexity of building long train paths, as they are used on a large number of lines, particularly international lines, the Capacity Manager may give priority in the network layout to trains travelling longer distances.

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 framework of the train path allocation process, compliance with the allocation calendar is essential in order to guarantee the quality of the service, to allow the logistics of the various participants in the process to be planned and to enable the group of applicants to receive their final timetables in good time.

In order to respond to requests submitted after the deadline, the Capacity Manager will evaluate the scope of such requests and will inform applicants in a timely manner of their decision to commit to the deadline, and may even process them in subsequent adjustments, eventually allocating the remaining capacity 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 infrastructure manager shall offer applicants a wide range of adjustments within reasonable timeframes to meet the majority of traffic 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 timetable 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.

Annex A includes the Capacity Allocation calendar with the specific dates for the service timetable in force for the years 2026/2027.

INTERNATIONAL SCHEDULE	
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-8 months (2nd Monday in April)
Provisional allocation of capacity (service schedule project communication)	X-5 months (12 weeks after the capacity request period ends)
Allegations	Between X-5 and X-4 months (1 month)
Final communication of the timetable	X-3,5 months (3rd Monday after the period of allegations)
Announcement communication	X-1,5 months
Start of timetable	12 h at night time on the 2nd Saturday of December

NATIONAL SCHEDULE	
The deadline to submit applications starts	The Sunday after the 2nd Saturday in December
Completion of the capacity request deadline	X-6 months
Provisional allocation of capacity (service schedule project communication)	X-4 months
Allegations	Between X-4 and X-3 months (1 month)
Definitive communication of the timetable	X-2 months
Announcement communication	X-1,5 months
Start of timetable	12 h at night time on the 2nd Saturday of December

(*) The National Calendar deadlines are aligned with Order FOM 897/2005

(*) Since the deadlines laid down in Article 7 of Order FOM/897/2005 do not coincide with the deadlines established in the bilateral agreements between Adif and the Infrastructure Managers of the cross-border sections for the harmonisation of international train paths, nor with the Frameworks for Capacity Allocation (FCA) of the Rail Freight Corridors in which Spain participates, nor with the RailNetEurope guidelines on capacity allocation for international train paths, it is necessary to harmonise the deadlines applicable to the procedure for the allocation of railway infrastructure capacity for these services. For the 2026–2027 timetable period, and in order to carry out this harmonisation, which is based on the coordination obligations set out in Article 36 of Law 38/2015 on the Railway Sector, the deadlines of the capacity allocation procedure for international traffic shall be extended, pursuant to the provisions of Law 39/2015 on the Common Administrative Procedure of Public Administrations.

In order to provide RUs and applicants with sufficient flexibility and to respond to market needs with an adequate level of service quality, regardless of the time at which they request it, the amendment of the service schedule is planned during its period of validity. Prior to the entry into force of the service schedule, the railway infrastructure manager may schedule adjustment to allow applicants to make changes to their Transport Plan. The various applicants will be consulted to determine the calendar.

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 2027 and 2028.

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 2027 and 2028.

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
Notification of the Train Announcement to the candidates	D -5
Monthly Adjustment	D

Regarding the Monthly Adjustment calendar, the generic deadlines detailed above will apply without requiring any specific communication, except in those specific cases where it is advisable to establish specific deadlines due to, for example, holiday periods. These specific calendars will be communicated at the meeting called for this purpose, or in writing from the Capacity Manager, which will be sent in due time.

Modifications

In accordance with paragraph 2 of point 6 of the Annex to Delegated Decision 2017/2075, the Capacity Manager may re-timetable an allocated train path if this proves necessary to ensure the best possible match between all path applications and is agreed by the applicant to whom the path has been allocated.

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 schedule 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

For international train paths, where no catalogue train paths are available that match the request, the applicant shall be informed thereof within the same five (5)-day period, and a maximum period of thirty (30) days shall be available to establish a tailor-made train path.

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 duly justified reasons, applicants may request train paths with a notice period of less than five (5) days. This occasional path allocation service will be provided only on working days (Monday to Friday), and requests must be submitted before 12 noon on the day prior to the requested train departure. The response will be notified before 6 p.m. on 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
- The length of the trains for which stabling is requested, identifying the composition with which the requested train will run, indicating whether it will be a single or double composition.

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 at Coordinated Stations will be based on the applicant's needs and the technical feasibility of occupying the facility's tracks, platforms, and boarding lounges. These requests will be linked to requests for passenger trains included in the Transport Plan (ServiTREN), and, in some cases, 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 Timetable.

The Capacity Manager shall satisfy “late” requests from railway undertakings with the residual capacity left after preparing the regular Timetable.

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 scheduled to respond to ad-hoc demands from Railway Undertakings (RUs) and applicants which, due to their limited days of operation and the short notice of their requests (up to 24 hours prior to the requested departure of the train from its origin), are not included in the Transport Plan.

PATHS WITHOUT RESERVE

If it is not possible for the Applicant to reserve capacity in a timely manner, the infrastructure manager has two types of unreserved paths.

Special paths on request

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.

Special paths without request

These paths are allocated due to incidents or for not complying with the transport conditions scheduled by RUs or other applicants, usually at the initiative of ADIF.

4.5.4. COORDINATION PROCESS DURING THE PREPARATION OF THE SERVICE TIMETABLE

The coordination of applications is covered by Article 46 of the RECAST Directive, transposed into Spanish law as established in Article 8 of Order FOM/897/2005, of 7 April, regarding the network statement and the capacity allocation procedure for railway infrastructure.

The RECAST Directive establishes the need for the network statement to include the principles that will govern the coordination procedure and, in particular, that these principles will reflect the difficulty of establishing international railway routes and the effects of any modification on other infrastructure managers.

In order to provide certainty to railway undertakings, the coordination process and the principles that the manager will apply throughout it must be described in detail.

It is also essential that railway undertakings be aware in advance of the prioritisation criteria established by the infrastructure manager, based on the provisions of Order FOM 897/2005, for allocating capacity when, after the coordination phase, it has been impossible to accommodate all requests.

The principles governing the coordination procedure, as well as the priority criteria to be applied if, at the end of the coordination phase, a solution accepted by the applicants has not been reached, and which are described in the following sections, are only applicable to requests made within the scope of the preparation of the service schedule.

4.5.4.1. PHASES AND DEVELOPMENT OF THE PROCEDURE

During the slot capacity allocation phase, the capacity manager will determine which requests will receive capacity on the corresponding lines and time periods.

In accordance with the provisions of Article 8 of Order FOM 897/2005, if during the period provided for the preparation of the service schedule project the infrastructure manager finds that there are incompatible requests, they will endeavour, through coordination, to achieve the best possible adaptation between them.

This incompatibility may refer to both the available capacity on the track and the available capacity in the boarding lounges and platforms, necessary for the adequate management of passenger flows within spaces in passenger stations.

The capacity manager must ensure the optimisation and reasonable use of infrastructure capacity. In this regard:

- Efforts will be made to ensure staggered timetables on those lines or services where this is possible, which means better traffic organisation for both the infrastructure manager and the operation of applicants, as well as greater commercial appeal for travellers.
- Some trains, due to their specific technical characteristics, could reduce capacity or hinder operation. Therefore, the infrastructure manager may restrict the circulation of certain trains based exclusively on technical operating criteria (lack of certain equipment on board, running times unsuitable for the characteristics of the lines, etc.).
- When a path is requested by the applicant and a less congested alternative route exists, the Capacity Manager may schedule the path at its own initiative along the most appropriate route, in order to provide the greatest capacity availability for traffic for which the most congested route is technically and economically necessary.. The Capacity Manager will explain such situations in writing to the affected applicant. When these requirements are significant in a particular line, they will be mentioned in the Capabilities Manual.

Within the framework of the coordination procedure and in order to reconcile conflicting requests, the infrastructure manager will transmit the following information in writing to the parties:

- The capacity requested by all applicants in the same time slots and its nature.
- The origin of the limitations on the paths proposed by the candidate.
- Where applicable, the alternative capacity allocation proposed by the infrastructure manager.
- Detailed information on the criteria applied in the capacity allocation procedure.

This information will be provided without revealing the identity of other applicants, unless those applicants expressly agree to their disclosure.



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graph TD
    Start([START OF THE COORDINATION PROCEDURE]) --> SendDoc[Sending documentation to affected applicants]
    SendDoc --> Round1
    subgraph Round1 [1st ROUND]
        Simul[Simultaneous analysis of all the corridor conflicts] --> Draft1[Drafting of the 1st proposal by the Manager]
        Draft1 --> Comm1[Communication to the applicants affected by conflicts]
        Comm1 --> Alleg1[Allegations 3-day deadline]
        Alleg1 --> Anal1[Analysis of allegations]
    end
    Anal1 --> Conf1{Are there still conflicts?}
    Conf1 -- NO --> Round2
    Conf1 -- YES --> Round1
    subgraph Round2 [2nd ROUND]
        Draft2[Drafting of the 2nd proposal by the Manager] --> Comm2[Communication to the applicants affected by conflicts]
        Comm2 --> Alleg2[Allegations 3-day deadline]
        Alleg2 --> Anal2[Analysis of allegations]
    end
    Anal2 --> Conf2{Are there still conflicts?}
    Conf2 -- NO --> Round3
    Conf2 -- YES --> Round2
    subgraph Round3 [FINAL PROPOSAL]
        Manager[The Manager prepares the final coordinated proposal] --> Comm3[Communication to applicants]
        Comm3 --> Acc1{Is it accepted by all candidates?}
        Acc1 -- YES --> FinalCoor[Final coordinated proposal]
        Acc1 -- NO --> FinalPrior[Final prioritised proposal]
        FinalCoor --> Round1
        FinalPrior --> Round2
        FinalPrior --> Agreed[Proposal agreed between applicants]
        Agreed --> Comm4[Communication to applicants]
        Comm4 --> End([END OF THE COORDINATION PROCEDURE])
    end
    subgraph JointProposal [JOINT PROPOSAL]
        DraftJoint[Drafting of a joint proposal by the applicants] --> Acc2{Has it been accepted by the Manager?}
        Acc2 -- YES --> End
        Acc2 -- NO --> Round1
    end
    SendDoc --> DraftJoint
  
```

If the second round of coordination is unsuccessful, because at least one of the applicants rejects the infrastructure manager's proposal, the latter will then submit a final coordinated allocation proposal, which the interested parties will accept or reject in writing, allocating the conflicting time slot(s) to the applicants in the most efficient way.

If this final coordinated proposal is rejected by one or more applicants, the Manager will proceed to prepare the final capacity allocation proposal based on the application of the priority criteria.

The final proposal for capacity allocation, whether it has been carried out in a coordinated manner (final coordinated proposal) or after the application of the priority criteria (final prioritised proposal), will be motivated by the manager in the provisional capacity allocation resolution, which will be included in the file, explaining the criteria and principles applied

The content of the discussions in each of the coordination rounds will be reflected in minutes that will be distributed and signed by the parties.

In order to analyse the operating conditions of passenger stations, the manager will hold, in addition to specific meetings with railway undertakings, joint meetings with all railway undertakings, of which the CNMC will be informed. These joint meetings will be held on a regular basis to assess, define, and monitor the management measures required for each identified line of work, which will improve station flows and reduce potential congestion. These meetings will also analyse indicators that allow monitoring the causes of congestion.

For station management purposes, a situation of congestion in the boarding lounges is considered to occur when the basic predictive flow model developed by Adif predicts that the saturation level is reached for 15 consecutive minutes. When this situation is anticipated, the necessary temporary management measures will be analysed ad hoc with railway undertakings to ensure proper flow management with adequate quality levels and facilitate their capacity requests at passenger stations.

The saturation level at the Madrid Puerta de Atocha - Almudena Grandes, Madrid Chamartín - Clara Campoamor and Barcelona Sants stations is set at:

STATIONS	DEPARTURE LOUNGE	AREA (M²)	MAXIMUM CAPACITY (PAX.)	MARGIN FOR INCIDENTS (PAX.)	SATURATION LEVEL (PAX.)
Madrid Puerta de Atocha - Almudena Grandes	Planta baja	2.422	1.211	300	911
	Principal	4.034	2.017	300	1.717
Madrid Chamartín - Clara Campoamor	Principal	4.000	2.000	300	1.700
Barcelona Sants	Principal	3.800	1.900	300	1.600

The capacity of a train with 300 seats is considered a margin for incidents.

The infrastructure manager may justifiably refuse requests for double composition trains if the saturation level is not eliminated after having considered possible ad hoc measures to alleviate congestion situations that may occur in station departure lounges.

In any case, in addition to considerations relating to passenger flow management, the manager will take into account the following general principles when drafting their proposal:

- As a general rule, the infrastructure manager will strive to provide the best possible satisfaction of all applicants' requests, based on their initial requests, the agreements reached in the coordination process and the objections received in the two planned coordination.

- To the extent possible, alternatives that allow for the coexistence of different applicants in time periods will be offered, proposing capacity allocations that may vary slightly from what is requested, considering that as long as they are offered within the time slot previously specified by the capacity manager for each line (/ - 60 min), all requests would be satisfied.
- The manager will seek to optimise the use of the infrastructure, avoiding inefficient use that prevents obtaining maximum performance from it.
- The need to efficiently use rolling stock in terms of its rotation at stations (generally less than one hour) will be taken into account.
- The manager will endeavour to allocate the conflicting slots equitably among applicant.

4.5.4.2. PRIORITY CRITERIA

If the coordination phase concludes without a solution being accepted by the applicants, it will be necessary to apply the priority criteria to solve any conflicts that persist after the coordination phase.

For this purpose, the following priority criteria are established:

1. The existence of specialised infrastructures and the possibility of responding to such requests within the said infrastructures.
2. Public interest services.
3. International services.
4. The possible existence of framework agreements that provide for the award of this capacity request.
5. The use of available capacity; in particular, the volume of an applicant's request for a single train path or set of paths, valued in terms of train kilometres per train, during the period considered, will be taken into account.
6. The efficiency of the system.

In applying the priority criteria, due consideration will be given to services subject to public service obligations, as well as freight transport services, especially those of an international nature.

In order to achieve greater system efficiency and better service for society, the Railway infrastructure manager may modify the strict application of the above allocation criteria by using other socio-economic criteria; in particular, ensuring that society's mobility needs are met and that all territories are adequately served.

Likewise, the manager may adjust the prioritisation criteria to ensure, to the greatest extent possible, access for all applicants who have requested the capacity allocation, in accordance with Article 17.4 of Order FOM 897/2005.

4.5.5. CLAIMS PROCESS

A period of one month from the communication of the draft service schedule to applicants is set for the submission of claims. In the light of the submissions received, the infrastructure manager shall confirm or amend the provisional capacity allocation within one month at the latest.

However, in the event that a railway undertaking indicates in its claims that it may require the intervention of the Spanish National Commission for Markets and Competition (CNMC), in accordance with Article 12.1.f of Law 3/2013, of 4 June, on the creation of the said Commission, in accordance with the provisions of the CNMC's Resolution of 15 February 2024, published in file STP/DTSP/060/23, the period within which the infrastructure manager shall confirm or amend the provisional allocation of capacity shall be a maximum of 15 days.

In the case of requests for the service schedule submitted after the deadline or for paths allocated in adjustments to the service schedule, the period for claims shall be five working days from the capacity allocation and two working days for occasional paths.

These claims must be submitted in writing to the Capacity Allocation Department of the Deputy Capacity Management Directorate.

For further information, see Annex J Conflict Resolution Procedure.



4.6. Congested Infrastructure

Directive 2012/34/EU of the European Parliament and of the Council, establishing a single European railway area (recast), defines congested infrastructures, the detailed definition of which is set out in national legislation through Order FOM 897/2005, specifically in its Article 17:

"Where, after coordinating the requested paths and consulting the affected applicants, it is not possible properly to satisfy the requests for railway infrastructure capacity, the railway infrastructure manager shall declare the affected part of the infrastructure to be congested. The same classification shall apply to infrastructure for which insufficient capacity is expected in the near future."

The declaration of an infrastructure as congested makes it possible to modulate the application of strict allocation criteria in order to guarantee, to the greatest extent possible, access for all applicants who have requested the allocation of capacity.

When an infrastructure is declared congested, the railway infrastructure manager shall carry out a capacity analysis, unless a capacity enhancement plan is already being implemented.



In the case of congested infrastructure, the rules and criteria provided for in Article 17 of Order FOM 897/2005 shall apply. In particular, in accordance with Article 17.4 of that Order, with the objective of achieving greater system efficiency and better service for society, the infrastructure manager may modulate the strict application of the allocation criteria set out in Article 17.3 by means of other socio-economic criteria; in particular, ensuring that society's mobility needs are met and that all territories are adequately served.

There are several ways to analyse the congestion of an infrastructure. As an initial classification, it may be studied by line sections or by terminals, and in both cases a study by time slots must be carried out. Despite the existence of some highly congested line sections, as they are shared by different corridors, the reality is that, in terms of capacity allocation, the most restrictive factor is the stabling tracks at passenger transport stations.

The railway infrastructure manager shall require the release of paths which, over a period of at least one month, have been used less than 80% in congested infrastructures, and less than 50% in the rest, unless this is due to non-economic causes beyond the control of the applicants.

Likewise, in the case of congested infrastructures, the railway infrastructure manager may reduce the allocated capacity where, over a period of at least one month, it has been used below the established threshold. The infrastructure manager shall notify this circumstance in writing and provide a reasoned justification for the decision adopted. A period of 10 days is established for observations by the railway undertaking or applicant.

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.

Rail companies wishing to carry out an exceptional transport must contact the Sub-Directorate of Traffic Safety of the infrastructure manager, submitting the request for the exceptional transport in accordance with the provisions of the Adif and ADIF-Alta Velocidad procedure for obtaining authorisation to carry out an exceptional transport, so that, with the opinion of the technical departments concerned, the infrastructure manager can respond with the granting of the relevant authorisation or, failing that, if the exceptional transport is not feasible, with the communication of the reasons that make it impossible to carry it out.

The Sub-directorate of Traffic Safety will communicate the approved exceptional transport permit through the General Registry of Documentation (RGD), with the conditions of circulation and any restrictions on transport, and to the affected areas of activity of Adif and ADIF-Alta Velocidad. .

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.

With regard to the admission of the train to a regulated track, the railway undertakings must, in accordance with the procedure for notifying a train ready for running and the characteristics of its composition, notify for each wagon carrying dangerous goods the place it occupies in the composition, the UN and danger numbers identifying the goods carried, the quantity, the origin and the destination of the same, all in accordance with the provisions of section 1.4.3.6 of the Regulations concerning the International Carriage of Dangerous Goods by Rail, RID, and Order C No. 46 of 16 November 2016 on "Notification of a train ready for running".

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.

A ten (10)-day period for the submission of observations shall be granted to the railway undertaking or the applicant, and the infrastructure manager undertakes to respond in writing to any observations submitted, in accordance with the provisions of Law 39/2015 of 1 October on the Common Administrative Procedure of Public Administrations. Against the decision adopted by the infrastructure manager, the railway undertaking or the applicant may lodge an appeal within a period of ten (10) days, calculated from the day following receipt of notification thereof. Such appeal shall clearly specify the grounds on which it is based, as well as any additional supporting evidence or justification that the railway undertaking or the applicant may consider appropriate in order to duly substantiate the request. The infrastructure manager shall also have a maximum period of ten (10) days to examine and resolve the appeal.

All documentation shall be submitted by electronic means via the electronic headquarters of ADIF–High Speed: <https://sede.adifaltavelocidad.gob.es>

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 address market needs and to promote an optimised use of existing capacity.

For passenger traffic, To Liberais will, inter alia, primarily result in an earlier availability of the final timetable, thereby enabling advance ticket sales for passengers. For freight traffic, it will entail greater opportunities to request train paths closer to the first day of operation, and consequently greater flexibility.

Detailed information on the project is available at: <https://rne.eu/capacity-management/ttr/>

The implementation of TTR is envisaged to take place on a gradual basis, with its full deployment being conditional upon the future European legal framework, which may be oriented towards the 2030 timetable year (TT 2030), which is currently under negotiation.

4.9.2. PROCESS COMPONENTS

The essential components of the TTR process are described below:

- **Capacity Strategy (from X-60 to X-36 months):**

The Capacity Strategy constitutes the long-term capacity planning carried out by the infrastructure manager for a specific line, a section of the network or the entire network. Its primary objective is to provide an initial overview of the available infrastructure capacity and of future capacity needs.

It enables the infrastructure manager to share these needs with neighbouring infrastructure managers and with applicants, and to agree on the main principles to be applied in the construction of the Capacity Model.

- **Capacity Model (from X-36 to X-18 months), including capacity partitioning:**

The Capacity Model provides a more detailed definition of the demand forecast and requires the partitioning of capacity into volumes for passenger traffic, freight traffic and Temporary Capacity Restrictions (TCRs). In addition, it allows for a more detailed partitioning from a product perspective, distinguishing between Annual Planning, Rolling Planning, ad hoc capacity and unplanned capacity. Applicants may contribute input to the Capacity Model by announcing their Capacity Needs and may respond to the proposed capacity partitioning. The Capacity Needs Announcements and the Capacity Model are described in Sections 4.9.3.2 and 4.9.3.2.1, respectively.

- **International alignment on TCRs:**

Temporary Capacity Restrictions (TCRs) may arise as a result of maintenance, renewal, infrastructure construction activities or other restrictions on use affecting the capacity available on a given line.

TCRs are necessary to ensure that infrastructure and its equipment are maintained in a proper condition, and to enable their development in line with market needs.

- **Feasibility Studies:**

Feasibility Studies may be requested by applicants in order to obtain a clear understanding and an initial indication of how train paths could be accommodated prior to the submission of formal requests. However, the response to a Feasibility Study shall not be binding on the infrastructure managers and, accordingly, its outcome shall not constitute any commitment to allocate train paths. Feasibility Studies are described in Section 4.9.3.4.

- **Train Path/Capacity Requests:**

Capacity for annual requests: Capacity that must be coordinated by a defined deadline or made available for requests submitted after that deadline.

Capacity for Rolling Planning requests: Dedicated capacity based on capacity bands for a defined time window or a defined train path, subject to specific request deadlines.

Capacity for ad hoc requests: Unplanned or residual capacity for requests submitted after X-2.

Capacity for short-term ad hoc requests: Unplanned or residual capacity for requests submitted less than thirty (30) days prior to operation.

Note: X represents the day of the service timetable change.

European Capacity Management Tool (ECMT)

The European Capacity Management Tool (ECMT) is an IT tool intended for infrastructure managers / allocation bodies and applicants. It supports infrastructure managers in the coordination and publication of their Capacity Models and Capacity Offers, and supports applicants in the submission of Capacity Needs Announcements.

Access to ECMT is free of charge. A user account may be requested via the following link: <https://ecmt-online.rne.eu/user/register>

Further information is available at: <https://ecmt-online.rne.eu/>

4.9.3. IMPLEMENTATION

The Railway Infrastructure Manager participates in the implementation of the project at national level. The initial steps in the implementation of TTR are being carried out progressively, by introducing those components that are feasible from a regulatory standpoint and taking into account the need to develop new digital tools.

As initial milestones in the national implementation of the process, Adif's Capacity Strategies for the years 2025, 2026, 2027 and 2028 were published on the RNE website, and Adif's Capacity Models for the years 2025, 2026 and 2027, covering part of the network, were published in RNE's ECMT tool.

Likewise, the TTR shall be implemented in a gradual way in terms of geographical scope, starting with some lines and increasing this scope progressively. The lines in which the TTR is implemented are specified in the capacity strategy of every HS.

For more information, please contact railway infrastructure manager (One Stop Shop).

4.9.3.1. CAPACITY STRATEGY

As a first step upon implementing the TTR, the infrastructure managers shall develop a Capacity Strategy for every Time Service, that shall be structured by lines which are the basis for a more precise schedule planning considering the forecasts of the railway manager or applicants for the next Hours of Service.

It should contain information with a low level of detail regarding the forecast of traffic flows, new available infrastructures, temporary capacity restrictions with a significant impact, etc. to enable early planning of capacity at European level.

The infrastructure manager has developed the Capacity Strategy for HS 2025, 2026, 2027 y 2028 on some General Interest Rail lines, which shall be gradually expanded as the implementation of the TTR project in Europe progresses.

The capacity strategy of all infrastructure managers forming part of RNE is published at the following link::

<https://rne.eu/capacity-management/capacity-strategies/>

4.9.3.2 CAPACITY MODEL AND CAPACITY DISTRIBUTION

In order to continue with the implementation of the TTR project at national level, following the Capacity Strategy, the infrastructure manager has published the Capacity Model for 2025, 2026 and 2027 for the lines included in the Capacity Strategy for those years.

The capacity model is based on the capacity made available by the infrastructure manager, market requirements (e.g. new service plans) and RTC (temporary capacity restrictions) and serves as a basis to adjust the capacity available to Applicants. To fulfill this purpose, capacity is classified according to various commercial and technical needs ("capacity quotas").

- Capacity for passenger traffic;
- Capacity for freight traffic;
- Capacity required for Temporary Capacity Restrictions (TCRs).

The capacity available for passenger and freight traffic may, in turn, be segmented into:

- Capacity available for Annual Timetable requests;
- Capacity reserved for ad hoc requests;
- Capacity reserved for Rolling Planning requests;
- Unplanned capacity.

4.9.3.2.1. COMMUNICATION OF CAPACITY NEEDS

Applicants can communicate their capacity needs to the infrastructure manager between X -30 and X -18 months through the infrastructure manager's One Stop Shop.

Applicants shall comply with the descriptions set out in the Capacity Model Procedures Manual when preparing and submitting their Capacity Needs Announcements.

The infrastructure manager shall use, if provided by RUs, the information provided as input to capacity. Under no circumstances can the infrastructure manager include all capacity information expressed in the final capacity model, neither can the capacity needs information make these informations a priority in the next capacity allocation process.

4.9.3.3 CAPACITY PROPOSAL

Around X-18, Adif will work to adjust to applicants the capacity available, and shall be made up of pre-built paths, type paths, taking into account the temporary capacity restrictions foreseen and the framework agreements in force, to meet different business needs. The capacity proposal can also include unplanned capacity.

In the case of cross-border lines, these activities will be harmonized with collateral Capacity Managers.

In order to enable applicants to plan and harmonize their applications, the railway infrastructure manager shall publish the provision of capacity for annual capacity applications and progressive planning applications by X-11 at the latest.

4.9.3.4. FEASIBILITY STUDIES

Applicants may apply for international feasibility studies starting on X-15. The study shall be prepared jointly by the infrastructure managers concerned.

Feasibility studies can be requested for a variety of reasons, including the study of a path for new traffic. The feasibility studies will not result in a review of the capacity distribution published in the capacity model (see 4.9.3.2).

For best results, it is recommended that applicants use the Path Coordination System (PCS) to request Feasibility Studies.

4.9.4. TTR PILOT PROJECT OR EARLY IMPLEMENTATION OF ONE OR MORE COMPONENTS OF THE TTR PROCESS

Not applicable.



4.10. Principles of Capacity Allocation in International Freight Corridors, RFC

The European, Atlantic and Mediterranean freight rail corridors have set up for each of them a body called a single window, for Applicants to request and receive answers, in one place and with one procedure, as regards infrastructure capacity for freight trains crossing at least one border along any European freight corridor.

The capacity request, management and allocation for international freight trains running along Atlantic and Mediterranean corridors will be performed using the **Path Coordination System (PCS)** computer tool in accordance with the processes set up in the respective Corridor Information Documents (CID), and aligned with the international procedures agreed upon, in the RNE framework. Applicants shall agree upon the general terms of the Corridor in PCS prior to issuing their requests.

In accordance with Article 13 of Regulation (EU) No 913/2010 of the European Parliament and of the Council of 22 September 2010 on a competitive European rail freight network, the Corridor Management Board has established a C-OSS (Corridor One-Stop Shop), which is the only place where applicants can request and receive infrastructure capacity for international freight trains on the corridor. The C-OSS (Corridor One-Stop Shop) is solely responsible for carrying out all activities relating to the publication and designation decision in respect of Pre-Arranged Paths (PaPs) and Reservation of Capacity (RC) applications, acting on behalf of the Infrastructure Managers in a non-discriminatory manner and maintaining the confidentiality of applicants. The official language of C-OSS for communication is English.

The C-OSS (Corridor One-Stop Shop) is dedicated, on behalf of the Corridor Infrastructure Managers, to international capacity management, i.e. coordinating the pre-design phase of PaPs (Pre-Arranged Paths) offer, publishing PaPs (Pre-Arranged Paths) paths, collecting capacity requests, booking the requested PaPs (Pre-Arranged Paths), coordinating the deconstruction phase and allocation phase of Timetables, coordinating also the allocation phase in case of late applications and ad-hoc application allocation phase as set out in the Corridor Information Document.

The framework for capacity allocation is based on the Regulation, provision 14.1, the Executive Councils of rail freight corridors agreed upon a common framework for capacity allocation (FCA). These documents are available at CIP under <https://cip-online.rne.eu/>. The FCA forms the basis for capacity allocation by C-OSS.

PAPs are a joint offering of coordinated cross-border routes for the Timetables, produced by the infrastructure managers participating in the Corridor. The C-OSS acts as a single point of contact to publish and assign PaPs.

Ancillary railway services are specific services whose allocation is subject to national rules; accordingly, requests shall be submitted directly to the relevant infrastructure managers. Likewise, network access contracts shall be concluded between the infrastructure manager and the applicant, on the basis of the applicable national network access conditions.

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

Atlantic Corridor

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

<https://www.atlantic-corridor.eu/library/public-documents/>

Mediterranean Corridor

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

<https://www.medrfc.eu/our-services/commercial-offer/>

4.11. Allocation Of Time Periods For Testing With Block Section Instalment

In accordance with Article 133. Transfers and testing: Royal Decree 929/202, paragraph 1, of 27 October, on rail operational safety and interoperability, testing, or transferring on the General Interest Railway Network by a railway vehicle that does not have a marketing authorization, requires, according to the cases set out in this Article, a provisional authorization from the State Railway Safety Agency or the network infrastructure manager where testing are carried out to grant a permit to access its network.

The following paragraphs of Article 133 specify the procedure to be followed.

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.

4.11.1. 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.

In the event that circulation conditions are required for tests, trials and transfers of a railway vehicle without authorisation for placing on the market, in accordance with article 133 of the Spanish Royal Decree on Railway Safety and Interoperability (RDSOIF), the request for this technical documentation will be made through the electronic headquarters of ADIF-Alta Velocidad, in the procedure called Requests/Applications, Documents and Communications.

<https://sede.adifaltavelocidad.gob.es/opencms/system/modules/sede/index>

Upon prior request submitted via the e-mail address sscav@adif.es, Adif's Traffic Safety Directorate shall provide a guideline and an application form to be completed. The infrastructure manager shall publish the theoretical capacity available for testing purposes on each line equipped with EVB.

Exceptionally, applications may be submitted for lines where no theoretical available capacity has been published; however, in such cases, the infrastructure manager shall not be obliged to allocate such capacity.

4.11.2. PROCESS DESCRIPTION

4.11.2.1. TYPES OF REQUESTS

Requests to allocate time periods for testing shall be based on client's need and on the track technical viability, as well as on space-time availability. If the allocated capacity for testing is not used, it may result in changing capacity allocation criteria in subsequent applications.

Upon requesting time periods, clients may choose amongst the following types:

a) For periods of continued use

If client requires periods of over 40 hours to use Block Station Instalment.

b) For Periods for one time use

If client requires a one-time-use, either complete nights or by hours.

4.11.2.2. ALLOCATION SCHEDULE

Within the capacity allocation process, complying with schedules is essential to guarantee the product quality and to allow planning the logistics of different parties involved in the process, as well as to enable the clients' group to have the necessary hours to validate their trains.

Requests shall be submitted according to the following allocation calendar:

a) For type A requests – For continued use periods

ADIF Alta Velocidad shall make available to clients, monthly, the theoretical available capacity 2 months in advance and for the following 3 months, for these requests to be made 3 months in advance.

In order to meet the requirements of Applicants the capacities shall be offered sectorized by line and the request shall be made unitary for every sector.

Month of publication shall be called M and capacity may be requested only for the month M+2.

Updated available theoretical time periods shall be published on day 1 of every month for the month M + 2, together with a reference for months M +3 and M +4, so that Applicants have advance information in order to perform their planning.

Final allocation of time periods for testing shall be requested through PIDAME application and shall be allocated by the Under-Directorate of High Speed Traffic in their calendar.

Example:

Publication of theoretical capacity available on 1 January - month **M** - to request testing in March, month **M+2**. the theoretical capacity of April and May is also published as a reference, months **M+3 y M+4**.

Receipt of time period requests month M+2	From 1 to 10 January
Time period allocation	From 11 to 20 January
Coordination phase	From 21 to 30 January
Time period allocation communication	From 1 to 10 February
Introduction in PIDAME	From 11 to 20 February
Publication of testing report with time periods	From 21 February

APPLICATION DEADLINES FOR TYPE A APPLICATIONS FOR MONTH M+2

Receipt of time period requests	1-10 month M
Provisional allocation of time periods	11-20 month M
Coordination phase	21-30 month M
Time period allocation communication	1-10 month M+1
Final allocation of time periods introduction in PIDAME	11-20 month M+1
Publication of certificate with testing time periods for month M+2	21 month M+1
Time period updates for testing	1 every month for capacity request for month M+2

b) For type B requests – For one-time-use periods

To respond to requests other than those indicated in the previous section and if these are the result of a substantial alteration of client's operational schemes or for extraordinary and justified reasons, clients may request capacity directly on PIDAME application within the specified deadlines, ADIF Alta Velocidad shall assess the scope of your needs, communicating you in a timely manner of any provisional capacity allocation.

4.11.2.3. PROCEDURE PHASES

In the time period allocation process for Adif testing, you must ensure the principles of objectivity, transparency and non-discrimination.

Adif shall analyse client requests, optimizing response times and available time periods tracks.

Reception phase for testing time periods and provisional allocation

The client shall make the testing requests in the model established for this purpose.

How to submit the request

Requests shall be sent to the High Speed Traffic Department using the tools that the railway infrastructure manager makes available, or by any other means to guarantee the reception.

The requesting Applicant shall assign duly accredited persons as representatives for these purposes, in accordance with article 5, Law 39/2015, of 1 October on Common Administrative Procedure of Public Administrations, as well as the address to which the infrastructure manager shall send the appropriate notifications and, where appropriate, submit a document certifying that they are in the Special Railway Registry (Art. 61 Rail Sector Act).

Analysis and classification of requests

Requests received shall be ordered according to the date and time of receipt.

Alta Velocidad 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 provisionally 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. Necessary evidence to obtain the authorizations and certificates that fulfil the commitments assumed by railway undertakings upon allocation of framework capacity.
2. 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.).
3. Expanding tests of current Safety Certificates for lines in the General Interest Rail Network.

4. Evidence to obtain Safety Certificates for lines in the General Interest Rail Network.
5. Testing interoperability constituents.
6. Authorization testing to enter into service control/command and signalling subsystems.
7. Authorization testing to enter into service rolling stock subsystems.
8. Train changes validation testing.
9. Type/series testing for approval of motor/towing stock.
10. Prototype testing of motor/towing stock.

4.11.2.4. COORDINATION PHASE

If, during the relevant period, the infrastructure manager determines that, after applying the allocation criteria referred to above, there are mutually incompatible requests, it shall have recourse to coordination procedures in order to seek to satisfy them. To that end, the coordination process provided for in Article 8 of Order FOM 897/2005 of 7 April, on the Network Statement and the procedure for the allocation of railway infrastructure capacity, as reflected in Section 4.5.4, shall be applied.

In the course of coordinating requests, the infrastructure manager shall contact all affected applicants and shall facilitate a negotiated solution between those applicants whose requests are incompatible. It shall also assess, following an analysis of their feasibility, any joint proposals that may be submitted by several applicants. Where the conflict between requests is not resolved through such means, the infrastructure manager shall, within reasonable limits, propose to the applicants allocations that differ from those requested. Applicants may accept or reject the proposal within a maximum period of five (5) days from the date on which they are notified thereof.

4.11.2.5. COMMUNICATION PHASE OF TIME PERIODS FOR TESTING AND ALLOCATION INTRODUCTION IN PIDAME

ADIF Alta Velocidad shall communicate the time period allocation for testing to Applicants, and they are obliged to formalize the requests on PIDAME application. Clients will notify, as soon as possible, any waiver to the provisionally allocated time periods.

Finally Adif shall prepare the testing report that includes the determination of these and Applicants acceptance of allocated time interval.

4.11.3. 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.

4.11.4. 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.

The authorisation of time bands for testing activities involving the Granting of a Blocked Track (EVB) entails the allocation of capacity for all kilometres of the track to be used and, in accordance with the operational prescriptions set out in the corresponding Operating Instruction (Consigna) published for that purpose, also for all kilometres of the adjacent track. Such authorisation entails the use of all authorised kilometres, insofar as the allocation of these EVB time bands results in a restriction on the use of the line by all other third parties.

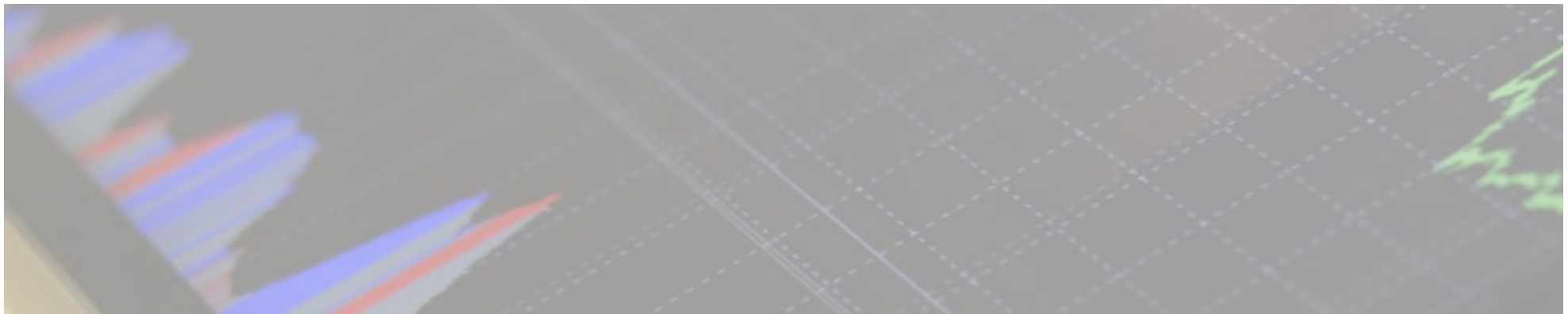
Trains - kilometre to which the tariffs apply shall be determined according to the following:

- 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.





5

SERVICES AND PRICES ECONOMIC AND TAX REGIME

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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.

According to the first transitional provision of Spanish Law 26/2022 of 19 December, which amends Spanish Law 38/2015 on the Railway Sector, the system for determining railway fees in force at the time of the entry into force of this Law shall continue to apply until the official approval and publication of the values obtained in accordance with the system established 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 infrastructure and service facilities owned by the railway infrastructure general managers, shall be linked to paying non-tax public property benefits, the so-called railway tariffs.

Railway Tariffs tax the use of railway infrastructure and shall be set in accordance with the general principles of the infrastructure's economic capacity, and its efficient operation, the market situation and financial balance; whilst providing services, and in accordance with criteria of equality, transparency, and non-discrimination amongst rail transport service providers. The tariff system used, shall also satisfy these principles throughout the network.

The minimum access tariffs to use railway lines in the General Interest Railway Network, and to access infrastructures connecting with service facilities shall be equivalent to the costs directly attributable to railway service operations.



Likewise, the system of additions and bonuses under article 97 shall consider - for an effective operation of the General Interest Railway Network - criteria showing the amount of traffic in the infrastructure and its proper operation, the promotion of new rail transport services, as well as the need to encourage the use of underused lines, guaranteeing, in any case, an optimal competition amongst railway undertakings.

The amount of tariffs required to use service facilities owned by the general managers of railway infrastructures shall not exceed the cost of their provision, plus a reasonable profit, in accordance with Rail Sector Law, article 98.

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 SYSTEM FOR RELATED RAIL SERVICES

The provision of basic, complementary and ancillary rail services is subject to payment of prices, which are private in nature.

According to Art. 101 of Law 38/2015 of 29 September 2015 on the Rail Sector, prices for track access to a service facility and for the provision of basic services may not exceed the cost of their provision plus a reasonable profit.

Complementary and ancillary services provided at service facilities shall be subject to prices freely agreed between the parties. However, where such services are provided by a single supplier, the prices charged by that supplier shall not exceed the cost of providing them plus a reasonable profit.

No private prices shall accrue for services and access to service facilities subject to payment of railway charges regulated in Title VI of Law 38/2015 of the Rail Sector.

The establishment and application of prices shall always be governed by the principles of objectivity, transparency, equal access and non-discrimination to Railway Undertakings and Applicants.

The prices of the services provided by the rail infrastructure manager shall be paid to the rail infrastructure manager and shall be used to finance its activity, tending to ensure financial equilibrium.

The pricing policy shall tend to create a dynamic that favours the containment of operating costs, adapting investments to the real requirements of demand, 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 k 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

According to Rail Sector Law, the State Railway Safety Agency shall manage, settle, and collect these fees:

These fees are levied by the National Railway Safety Agency for the provision of services required for the granting of approvals, certifications, issuance of qualifications to railway staff, authorisations for the entry into service and registration of vehicles, issuance of railway undertaking licences, safety certificates to railway undertakings and safety authorisations to railway Infrastructure Managers.

These fees, included in Rail Sector Law, chapter 1, title 6, are:

- Section 1 Railway company license fee.
- Section 2 Fee for granting a safety authorization and safety certificate.

- Section 3 Fees for approving centres, certification of entities and rolling stock, granting titles, or licenses, authorizations to enter into service, and vehicle registration.
- Section 4 Fee to provide services and to perform activities related to railway safety

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.

The charge shall be levied on the exclusive use or special utilisation of assets forming part of the railway public domain, carried out under concessions and authorisations.

- * Additional provision 24: Fee for reports and other actions.

The event that triggers the payment of the fee is the provision of technical reports, the issuing of certificates and other optional actions listed in article four of Decree 140/1960, of 4 February, which validates the fee for reports and other actions to be carried out in the procedures requested before the rail 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 Charges are the amounts levied by infrastructure managers on railway undertakings for the use of the lines of the General Interest Railway Network (RFIG), passenger stations, freight terminals and other service facilities.

With the entry into force of the new wording of Article 100 (pursuant to the amendment of Railway Sector Act 38/2015 of 29 September, by Act 26/2022 of 19 December), it is established that charges shall be determined by the railway infrastructure managers through a Regulation adopted by their Board of Directors, which must be published in the Official State Gazette (Boletín Oficial del Estado) and incorporated into the Network Statement.

As of the date of update of this Network Statement, the Board of Directors of the Railway Infrastructure Manager (ADIF), exercising the powers vested in it, at its meeting held on 28 October 2025, approved—following the opinion of the Council of State dated 2 October 2025—the Regulation on the determination of railway charges, which was published in Official State Gazette No. 283 of 25 November 2025, entered into force on 1 December 2025, and has been incorporated into this Network Statement. This Regulation repeals and replaces the Regulations on the determination of railway charges approved by the Board of Directors of the Railway Infrastructure Manager on 30 September 2024, published in the Official State Gazette on 28 October 2024, which entered into force on 1 November 2024.

FRAMEWORK OF STANDARDS

Standards that apply to quantify rail tariffs and to set the corresponding rail tariffs are summarized below:

- Spanish Law 38/2015, of September 29, on the Railway Sector.
- Commission Implementing Regulation (EU) 2015/909 of 12 June 2015 on the modalities for the calculation of the cost that is directly incurred as a result of operating the train service.
- Regulation on the determination of railway charges applicable for the relevant working timetable period.
- Network Statement, in the aspects and references made in the previous regulations.

The general provisions of Administrative Law, in particular Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administrations, shall be supplementary.

MINIMUM ACCESS TARIFFS TO RAILWAY LINES COMPLETING THE GENERAL INTEREST RAILWAY NETWORK AND ACCESS TO INFRASTRUCTURES CONNECTING WITH SERVICE FACILITIES

The budget of every tariff indicated below is for using the railway lines in the General Interest Railway Network, and other items of the railway infrastructure, as well as for providing services therein, in the following modes:

A. TARIFF TO ACCESS AND TO PROVIDE CAPACITY MANAGEMENT SERVICES (MODE A).

For the following services with a minimum access package: processing requests for railway infrastructure capacity, availability of allocated capacity, train control, including signalling, regulation, departure, as well as communication and provision of information on railway traffic or any other information necessary to introduce or operate according to the allocated capacity.

The full amount shall be determined based on every train kilometre allocated, distinguishing by type of line affected and type of service according to the definition contained in the network statement.

With this mode, the costs arising from the capacity allocation process, traffic management, traffic safety, or restocking the safety facilities and traffic control, shall be directly chargeable to railway service operation.

B. TARIFF FOR USING RAILWAY LINES AND OTHER RELATED ITEMS (MODE B).

For the action and effect of using the railway infrastructure, including network junctions and turnouts.

The full charge shall be determined on the basis of the train-kilometres operated, differentiated by line type, service type and traction type, in accordance with the definitions set out in the Network Statement.

Within VL1 services on Type A lines, a differentiated tariff is established for Charge Category C, depending on whether the train service is operated in single or double formation, regardless of the number of seats of the train. Through this charge category, the maintenance and renewal costs of the railway infrastructure, as well as its replacement costs, directly attributable to the operation of railway services, are recovered.



C. TARIFF FOR USING TRACTION ELECTRICAL ENERGY TRANSFORMATION AND DISTRIBUTION FACILITIES (MODE C)

Using electrical supply facilities for traction current, if available.

The full charge shall be determined on the basis of the train-kilometres operated on electrified railway lines, differentiated by line type, service type and traction type, in accordance with the definitions set out in the Network Statement. Within VL1 services on Type A lines, a differentiated tariff is established for Charge Category B, depending on whether the train service is operated in single or double formation, regardless of the number of seats of the train.

Through this mode, the maintenance and conservation costs of electrified facilities and their restocking costs shall be directly attributable to the railway service operation. Electrification facilities are any substation, including technical buildings, overheadline, mobile substations, or any other facility, equipment, or item necessary to transform and distribute the necessary power.

The tariff shall be paid by:

- a) In mode A, railway undertakings with allocated capacity to run on the General Interest Railway Network, as well as any subject mentioned in article 34, which is not a railway undertaking, but has allocated capacity.
- b) In mode B, railway undertakings using railway lines.
- c) In mode C, railway undertakings using electrified facilities.

The tax period coincides with the calendar month.

The accrual is applied on the last day of the tax period.

The services of Mode A shall be charged in the tax period when the allocated capacity is either effectively or potentially used, Mode B, in the period when the railway line or the corresponding item of the railway infrastructure is used, and Mode C in the period when the electrification facilities are used.

The tariffs payable for these modes shall be notified to the person obliged to pay and they shall be paid within a period of twenty business days, as from the date of notification.

TARIFFS FOR USING SERVICE FACILITIES EXCLUSIVELY OWNED AND MANAGED BY THE GENERAL INFRASTRUCTURE MANAGERS.

The actual tariffs fixed in this article are payable for using service facilities exclusively managed by the general infrastructure manager, in the following modes:

- a) Tariff for using passenger transport stations (**Mode A**).
- b) Tariff for using other service facilities of the general infrastructure managers (**Mode B**). This mode includes using storage sidings, tracks for train setting, and shunting, maintenance, washing and cleaning, and fuel supply. This mode includes also using tracks at passenger stations, i.e., storage sidings, and tracks used for certain operations.
- c) Tariff for using charging points owned by the general infrastructure managers (**Mode C**). This mode includes using tracks to load or unload freight.

These tariffs are defined in chapter 7 of this Network Statement.

CALCULATION OF TARIFFS

In accordance with Article 96.1 of the LSF, once the Regulation for the determination of fee rates is approved and in force, the use of railway infrastructure and service facilities owned by the general infrastructure managers gives rise to the collection of non-taxable public economic benefits regulated in articles 97 and 98, called railway fees.

Their determination, which shall be carried out by the infrastructure managers in accordance with Article 100, shall be approved by means of a Regulation adopted by its Board of Directors to be published in the Spanish Official State Gazette and incorporated in the Network Statement.

This Regulation shall enter into force on the first day of the month following its publication in the Spanish Official State Gazette.

During the 2027 financial year, the railway charge tariffs set out in the Regulations on the determination of charges that have been published in the Official State Gazette (BOE) and are in force during the year shall apply.

5.4. Basic Services and Prices

Basic services are those provided at any of the service facilities listed in Article 42 of Railway Sector Act 38/2015 of 29 September. The charges for the provision of basic services shall not exceed the cost of providing such services plus a reasonable profit..

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 sheets of basic services provided at freight terminals and passenger stations, together with their conditions of provision, access conditions and prices, are available in Chapter 7 of this Network Statement and in the descriptive sheets of service facilities within the PISERVI application, which are available on the infrastructure manager's website as an annex 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 2027
	Studies by Adif associated with the viability and safety of transport traffic.	BY STUDY	110 € / h /agent
RUNNING PLAN			
	Itinerary A territorial operating area	RUNNING PLAN	1,150 €
	Itinerary TWO or more operational territorial areas	RUNNING PLAN	1,800 €
	Transport escort and assistance	SERVICE BORROWED	82 € / h /agent
	Vehicles supporting traffic (*)	SERVICE BORROWED	558 €/100 Km. and 5.6 €/Km. When it exceeds the initial 100 Km
	Extraordinary opening of Stations	SERVICE BORROWED	82 € / h /agent
	Contracted support and security services	SERVICE BORROWED	Cost of the service
(*) Traffic of trucks and other necessary equipment before or after Exceptional Transport.			

The Prices for 2027 indicated in this document shall only apply to Supplementary Services provided at service facilities or in the General Interest Railway Network and railway service areas, which are managed by Adif.

These prices shall be valid as from 1 January 2027 until 31 December 2027, or longer until new ones are approved.

SUPPLEMENTARY SERVICES, GENERAL SCOPE	
SC-2	TRACTION ENERGY SUPPLY
	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.

The offer of ancillary services, as well as their prices, which the infrastructure manager may provide at Freight Transport Terminals and passenger stations, is set out in Chapter 7 – Service Facilities.

Likewise, the descriptive sheets of ancillary services provided within Freight Terminals and passenger stations, together with their conditions of provision, access conditions and prices, are available in Chapter 7 of this Network Statement and in the descriptive sheets of service facilities, available through the PISERVI application.

In accordance with Article 102 of Railway Sector Act 38/2015 of 29 September, the prices and access conditions applicable to basic, additional and ancillary services provided by all operators at service facilities, as referred to in point 20 of Annex I to that Act—including opening and closing hours—shall be communicated to the infrastructure manager, who shall publish them in the Network Statement or indicate a website where such information may 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

The applicable charges shall be set in the Ruling fixing railway tariffs, as approved by the Board of Directors of the infrastructure manager, which shall be published in the "Official State Gazette."

5.7.4. PENALTIES FOR PATH CANCELLATION

The applicable charges shall be set in the Ruling fixing railway tariffs, as approved by the Board of Directors of the infrastructure manager, which shall be published in the "Official State Gazette."

5.7.5. INCENTIVES / DISCOUNTS

1.º Interim bonus to encourage an increase in rail transportation

To encourage an efficient operation of the railway network and to promote new railway transport services, the railway infrastructure manager may add a bonus to the minimum access fees of railway lines in the General Interest Railway Network, for annual traffic increases, depending on the type of line and type of service.

The applicable rebates shall be those set out in the Regulation on the determination of railway charges approved by the Board of Directors of the infrastructure manager, which shall be published in the "Official State Gazette".

2.º Bonus to incentivize ERTMS system implementation.

Bonuses may be added to the fees governed in this section to encourage an ERTMS system implementation in trains. These bonuses will have no impact on the railway infrastructure manager's income. These bonuses will exclusively affect the area determined in accordance with European Union Law.



The applicable charges shall be set in the Ruling fixing railway tariffs, as approved by the Board of Directors of the infrastructure manager, which shall be published in the “Official State Gazette”.

3º Bonus to encourage the use of available infrastructure capacity.

To promote the use of the infrastructure’s available capacity, the infrastructure manager may add a bonus to the tariff for using the lines in the General Interest Railway Network, both in modes A and B, as applicable to certain paths available on section(s) of the railway infrastructure. Said bonus shall be determined 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.
- 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.

The applicable bonuses shall be set in the Ruling fixing railway tariffs, as approved by the Board of Directors of the infrastructure manager, which shall be published in the “Official State Gazette”.

The bonuses included in this section, paragraphs 1, 2 and 3 shall apply in a similar way, to similar services, and in a non-discriminatory manner to every railway undertaking.

BONUSES FOR USING SERVICE FACILITIES.

Bonuses for using service facilities are included in Chapter 7. Service Facilities.

5.8. Performance Scheme

In accordance with Article 96 of the Railway Sector Act (LSF), the charging system shall provide incentives for railway undertakings and for the railway infrastructure manager itself to minimise disruptions and improve the performance of the General Interest Railway Network (RFIG). The basic principles of this incentive scheme shall apply to the entire network.

On 11 February 2015, Order FOM 189/2015 was published in the Official State Gazette (Boletín Oficial del Estado), as amended by Order FOM 642/2018 of 13 June, which sets out the basic principles for the application of incentives within the system of charges for the use of railway infrastructure.

The incentive system shall ensure non-discriminatory treatment, transparency and objectivity, based on facts and events that can be quantified, recorded and verified. Accordingly, it shall be a truthful, reliable and auditable system that guarantees the integrity of all system data, while enabling the sharing of operational information between the railway infrastructure manager and the railway undertakings (RUs).

This system includes the application of penalties (malus) for actions that disrupt network operations, the granting of compensation (bonus) to the entities affected by such disruptions, and the granting of premiums to those achieving better-than-expected performance.

In accordance with the above, the infrastructure manager, in agreement with railway undertakings and applicants, has established the main parameters of the incentive scheme (PPSI) and, in compliance with the aforementioned Order FOM, the following values are set out below.

For each train run, the railway infrastructure manager shall determine the delay on arrival at destination, on the basis of 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 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

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

Development of the Incentive Schemen

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.-** On 1 January 2024, a new system for the measurement and monitoring of punctuality for commuter rail services (Cercanías) entered into operation. Criteria have been implemented that are more closely aligned with current European standards and more consistent with the perspective of passengers using these services. On the basis of these new criteria, work was initiated to incorporate commuter rail services into the Incentive Scheme. As of 1 January 2026, the Incentive Scheme is extended to all commuter rail cores, with the exception of Madrid and Barcelona. The target date for extending the Incentive Scheme to the Madrid and Barcelona commuter rail cores is 1 January 2027.

Incentive System Monitoring Committee

The Incentive Monitoring Committee - as prescribed by Spanish Order FOM/189/2015 - is made up of the railway infrastructure manager and railway undertakings, with the participation of the National Commission of Markets and Competition (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

This information will be published in the December 2026 update

Summary of information related to disaggregation by type of delay.

INCENTIVE SYSTEM GROUP

This information will be published in the December 2026 update



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.

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 the annual amendment or exceptional review of the amounts resulting from the provisions laid down in Articles 97 and 98 of the Railway Sector Act (LSF) shall be drawn up 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 applicantss.

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, 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

PAYMENT OF FEES AND TARIFFS

Fee for a special use or operation of public railway property, Rail Sector Law, art. 93. The railway infrastructure manager shall settle this fee for calendar years, except for any accrual for periods shorter than the calendar year, which will be fixed for that term in the year.

Notifications of fee settlements shall preferably be electronically performed if the interested party is obliged to collect them this way.

Payment shall be made within twenty working days of notification by bank transfer to the account of the credit institution that provides the cash service to this Administration and which will be indicated in the settlement. Payment shall be deemed to have been made on the date on which the corresponding amount is credited to the account specified in Article 37 of the General Collection Regulations.

The valid collection period begins the day after the period indicated above expires. The surcharges for the valid period accrue upon starting said period (in accordance with General Tax Law and General Budget Law).

Regarding Railway Tariffs, the described modes may be subject to individual or joint settlements, as under Rail Sector Law 38/2015, of 29 September.

Notifications of railway fee settlements will preferably be carried out electronically and when the interested party is obliged to receive them by this means.

Payment shall be made within twenty business days from the date of notification, by bank transfer to the account of the credit institution providing treasury services to this Administration, as indicated in the settlement. Payment shall be deemed to have been made on the date on which the corresponding amount is received in the indicated account, in accordance with the terms of Article 37 of the General Collection Regulations.

The executive collection period begins the day following the expiration of the period indicated above. The surcharges for the executive period accrue with the beginning of said period (in accordance with the provisions of the General Tax Law and the General Budget Law).

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 K 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.

Pursuant to the provisions of Article 5 of Royal Decree 929/2020, train operations on the General Interest Railway Network (Red Ferroviaria de Interés General) shall be governed by the Railway Traffic Regulations approved by Royal Decree 664/2015 of 17 July, by the safety regulations issued by the Ministry of Transport and Sustainable Mobility, as well as by the implementing provisions of the Railway Traffic Regulations established therein.

Furthermore, all personnel performing functions related to Railway Traffic Safety on the General Interest Railway Network shall be required to be familiar, insofar as it concerns them, with the Railway Traffic Regulations and other railway safety regulations, as well as with those parts of the safety management systems and the internal rules of their respective organisations that are applicable to them, in order to be able to apply such provisions in the performance of their duties (see Chapter 7, Section 7.3.1, Conditions for the Use of Facilities)..

According to Article 4.2 of Spanish Royal Decree 929/2020 "Railway undertakings and Infrastructure Managers shall be responsible for the safe operation of the railway system and for the control of risks related to it, each of them in respect of the part of the system for which it is responsible", the responsibility for the safe operation of the railway system and for the associated risk control lies with the Infrastructure Manager and the railway undertakings. They are therefore obliged to define and implement the necessary risk control measures and, where appropriate, to cooperate with each other. Accordingly, the safety management systems (SMS) of Infrastructure Managers and railway undertakings shall, in accordance with the applicable rules, establish the necessary internal rules and procedures to ensure compliance with the provisions of this Regulation and all other national and European safety rules, including the Common Safety Methods and the TSI Traffic Operations 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 staff involved in traffic related tasks are external to the Infrastructure Manager but perform activities for the Infrastructure Manager or provide services to third parties in service facilities owned by the Infrastructure Manager (railway undertakings, companies providing services to railway undertakings, etc.), they shall be provided with the necessary documentation and information concerning them from the Infrastructure Manager's SMS.

The Atlantic and Mediterranean rail freight corridors shall be governed by the rules governing traffic on every line in these corridors

Railway Traffic Standards. Railway Traffic Standards in force, as well as any supplementary standard, is available on AESF website 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:

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.

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 (art.5.6). 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 Commission Regulation (EU) 2019/554 of 5 April 2019 amending Annex VI to Directive 2007/59/EC of the European Parliament and of the Council on the certification of train drivers operating locomotives and trains on the Community railway system, and in particular with regard to Section 8, paragraph 3 of the said Annex VI, which provides for the language exemption applicable to railway operations carried out on cross-border sections between borders and stations located in their vicinity designated for cross-border operations, the Infrastructure Manager establishes 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

In accordance with Article 5 of Royal Decree 929/2020, train operations on the General Interest Railway Network shall be governed by the Railway Traffic Regulations approved by Royal Decree 664/2015 of 17 July, by the safety provisions issued by the Minister for Transport and Sustainable Mobility, as well as by the implementing provisions of the Railway Traffic Regulations established therein.

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:

- Set criteria to facilitate its application.
- Adapt its application to specific cases.
- 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 applicable national and European legislation on railway safety and interoperability can be consulted on the official website of the Spanish Railway Safety Agency (AESF):

- * National regulations: <https://www.seguridadferroviaria.es/normativa/normativa-nacional/normativa-general-ferroviaria>.
- * European regulations: <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.

The railway undertakings' Contingency Plans, and in particular Annex 1, shall identify the authorised persons or bodies capable of taking rapid operational decisions, in particular with regard to operations and traffic disruptions.

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 of trains with capacity reservation (regular and occasional paths) over trains without capacity reservation (immediate paths).
- 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 Article 37 of Law 38/2015 of 29 September on the Railway Sector, and Articles 6.1 and 6.2 of the Regulation on Railway Operational Safety and Interoperability, approved by Royal Decree 929/2020 of 27 October, when a disruption in railway traffic occurs due to a technical failure, an accident, or any other incident, the railway infrastructure manager shall adopt all appropriate measures to restore the service. Railway undertakings shall be obliged to make available to the infrastructure manager any resources requested, and to provide any cooperation required. For the use of such resources, railway undertakings that were not responsible for the disruption in railway traffic shall receive the corresponding compensation, which shall be calculated in accordance with the provisions of the Ministerial Order issued by the Minister of Transport and Sustainable Mobility, unless a prior agreement exists between the affected parties. In its development, this Ministerial Order shall require a report from the National Commission on Markets and Competition (CNMC).

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 24/7 Network Management Centre (H24), as the hierarchical authority over the Control Posts (PMs), may modify such order at any time, on a reasoned basis 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 shall be based on objective data available at the time of the decision, held by the H24 Network Management Centre and the PMs.
- **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 Article 37 of the Railway Sector Act and Article 6 of Royal Decree 929/2020, railway undertakings shall be required to make available to the Infrastructure Manager the resources that the latter deems appropriate, and to provide such cooperation as may be requested. In all cases, both the Infrastructure Manager and the Railway Undertakings shall act in mutual coordination and cooperation in order to ensure service continuity and customer support in the most effective manner 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 integrates, among others, remote control subsystems (signalling, interlocking, energy, ERTMS, detectors, communications), operation planning, real-time traffic monitoring, automatic train routing, traffic regulation support, statistics, energy; that share and exchange information and can be controlled from a 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

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.

railway undertakings and service facility operators may also have access to the TIS by signing the TIS User Agreement with RNE. By signing this Agreement, TIS Users agree that RNE will share train information with cooperating TIS Users. The TIS user will have access to the data relating to their own trains and to the trains of other TIS users if they cooperate in the same train traffic (i.e. default data exchange).

Access to TIS is free of charge. A user account can be requested via the RNE TIS Support: 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

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7.1. Introduction

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 changers.

Access to service facilities and the provision of services is also governed by Law 38/2015, of 29 September, on the Railway Sector.

On 23 November 2017, Commission Implementing Regulation (EU) 2017/2177 of 22 November 2017 on access to service facilities and rail-related services was published in the Official Journal of the European Union.

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.

By Resolution STP/DTPS/118/18 of 23 January 2019, the CNMC published the common decision-making principles for the application of the criteria set out in paragraph 2 of Article 2 of Commission Implementing Regulation (EU) 2017/2177.

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 submitted by railway undertakings and other applicants for access to service facilities and to the services provided therein shall be responded to by the operators within a maximum period of one month from the working day following receipt of the request by the operator. The request submitted must be complete and include all documentation required by the operator in the facility description document.

The above time limit shall apply to requests for access to service facilities for the provision of all services (basic, additional and ancillary services).

In the case of requests for access to service facilities linked to an “ad hoc” train path on the railway infrastructure, the maximum response time shall be five working days from receipt of the request.

Requests may only be refused where viable alternatives exist that allow railway undertakings to operate passenger or freight transport services on the same routes or on alternative routes under economically acceptable conditions. However, this shall not entail an obligation for the service facility operator to make investments in resources or equipment that would be required to meet all requests received.



7.2. General Considerations on Service Facilities

The conditions for access to service facilities connected to the Infrastructure Manager's network are specified in the **List of Service Facilities**, available on the Infrastructure Manager's website as an annex to this Network Statement.. It includes all service facilities, both those of the Infrastructure Manager and those 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 (General requirements and access conditions are indicated on the PISERVI application)
- 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 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.

[Access to PISERVI](#) 

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 track functionalities offered.
- 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:

- Freight terminals.
- Passenger stations.
- General scope of the General Interest Rail Network.

This chapter sets out the services provided at service facilities managed by the railway infrastructure manager, specifying the description of the services, any applicable restrictions, the procedure for requesting and allocating access to the service facility and to the provision of services, the applicable charges for their provision, and the general principles and conditions governing the operational process.

On the other hand, and in relation to the scope of the services provided in freight terminals, this information is complemented by the information available on the Infrastructure Manager's website, as indicated in each of the sections where the relevant web address is given.

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 the RFIG and are defined in chapter 5 of this Network Statement. The provision of these services shall be carried out under private law.

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.

A request for capacity on service facilities and tracks shall be made through the SYACIS application, according to transparent and non-discriminatory criteria. To this end, there is a regulated process which applies to service facilities managed by the Infrastructure Manager and located in passenger stations, freight terminals and any other facilities designated by the Infrastructure Manager outside the above areas.

Railway undertakings and applicants, rolling stock owners, freight forwarders, consignors, and transport operators shall submit their requests for capacity at the service facility and, once allocated, shall be entitled to use it under the conditions set out in the service facility description sheets.

The allocation and use of service facilities are subject to the payment of the charges provided for in Article 98 of the Ley del Sector Ferroviario (LSF), which establishes the structure of railway fees and charges, as well as to the Regulation on the determination of railway charges.

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 Continued 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 Periods of Occasional Use

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.

These requests shall be linked to a train.

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 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.

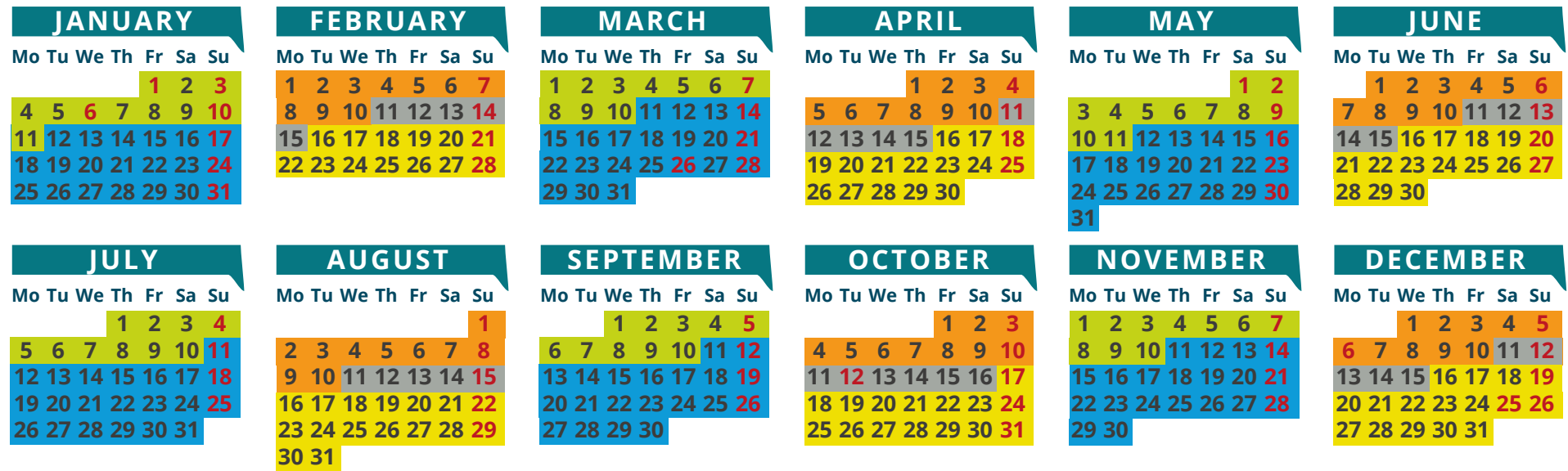
For exceptional and justified reasons, clients may request capacity for a service facility with less than seven calendar days in advance. Said type of requests can only be presented from Monday to Friday, before 12 o'clock on the day before train departure, and shall identify the train to which the request is linked. The response shall be notified before 18:00 on the same day.

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 2026 is detailed below.

CALENDAR



Reception of applications Provisional allocation Allegations Capacity communication Capacity upgrade

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

Capacity allocation criteria

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. **Type of service facility existing at the Freight Transport Terminal for which the request is submitted.** Priority in capacity allocation shall be given, in the following order, to requests relating to trains requiring the use of the service facility for handling at:
 - 2.1. Intermodal Freight Terminals, as defined in section 7.3.13.
 - 2.2. General Freight Loading Terminals (loading point), as defined in section 7.3.14.
 - 2.3. Port terminals belonging to ports with a connection agreement that includes the freight transport terminal.
 - 2.4. Other facilities adjoining the terminal and published as such in this Network Statement (PISERVI application).
 - 3. **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.

4. Funcionality. Requested use compatibility with the facility functionality (training and shunting, siding, maintenance, ...) and its equipment.

5. 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 J 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 J 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 assigned capacity at service facilities subject to modes B and C. Cancellation requests will be submitted by computing means to GIS. After analysing the request, the railway infrastructure manager shall inform the requesting client of the decision made.

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

With the entry into force of article 100's new wording (in accordance with the amendment to Rail Sector Law 38/2015, of 29 September, by Law 26/2022, of 19 December), charges shall be determined by railway infrastructure managers, approving a Regulation signed by the Board of Directors that shall be published in the Official State Gazette and included in the Network Statement.

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

The railway infrastructure manager's obligations regarding the use and functionality of service facilities are as follows:

- 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 Railway Sector Regulation (RSF), if the capacity requested by a customer is to be used for the transport of dangerous goods, this must be stated in the request, together with the guarantees offered to ensure the safety of third parties and infrastructure.

The transport of dangerous goods is carried out in accordance with the requirements of the Regulation on the International Carriage of Dangerous Goods by Rail (RID) and Spanish Royal Decree 412/2001 of 20 April 2001, Article 4 of which establishes the general rules of transport. (See section 3.4.3 of the Network Statement).

In service facilities, special attention shall be paid to the application of the protective distance between wagons or large containers for the purpose of stabling with other trains loaded with dangerous goods on adjacent tracks of the same freight 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

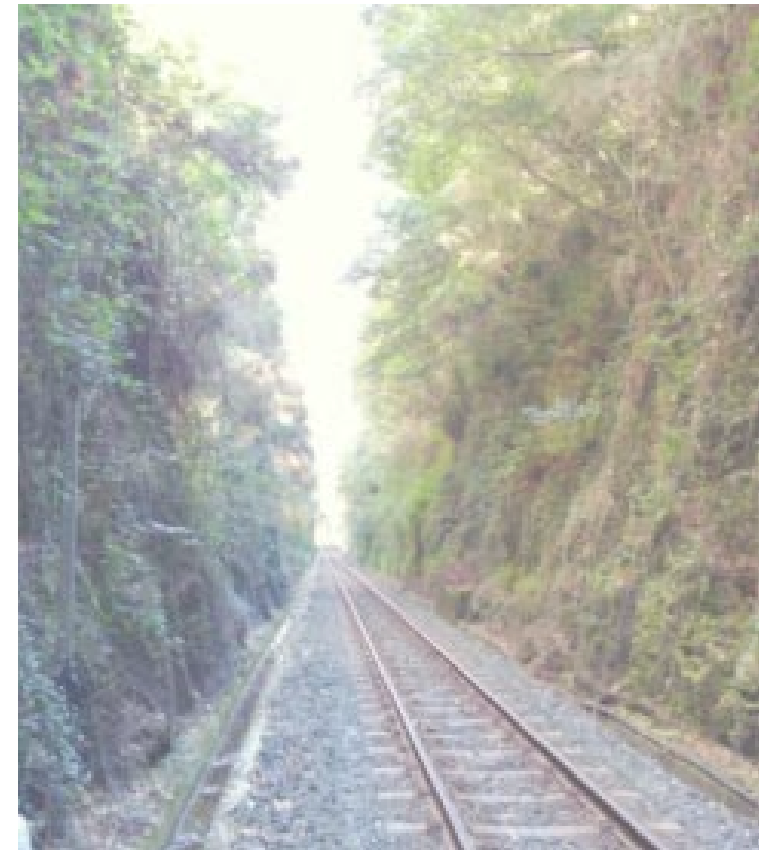
Clients are obliged to comply with current Law concerning environment in terms of soil, waste, noise, emissions, waste and hazardous substances.

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 timetable 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:

- a) 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.
- b) 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.

- c) 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 primary allocatee may, once the use of this surplus capacity has been authorized, grant authorization in favor of secondary users, in which case they shall be entitled to the discounts provided for under the Ley del Sector Ferroviario (LSF).

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 can consult the service facilities description sheets on PISERVI application and the catalogue of service facilities capacity offer, available on the website of the railway infrastructure manager and annexed to this Network Statement.

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 foregoing, customers may, subject to the prior approval of the Infrastructure Manager, make investments in equipment that they consider necessary for the development of their activities in the service facilities. To this end, the customer must submit a request to the Infrastructure Manager, giving details of the equipment to be installed in the facility in question.

The owner of the facility shall analyze the technical and economic viability of the proposal and may reject it with reasons.

In the event that the railway infrastructure manager considers the proposal submitted by the interested customer to be technically and economically feasible, the necessary authorizations and guarantees shall be established and, where applicable, the investment in question shall be regularized contractually, with its financing in any case carried out at the expense of the interested customer.

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.

The departure and receiving tracks may be used for longer than the time initially granted (while waiting to depart), provided that this does not interfere with other traffic planned at the freight terminal, subject to the approval of the Traffic Manager. This circumstance does not exempt the railway undertaking from the obligation to request capacity and from the accrual and payment of the fee as long as the triggering event foreseen in Article 98 of the LSF is fulfilled.

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 Signaller, 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

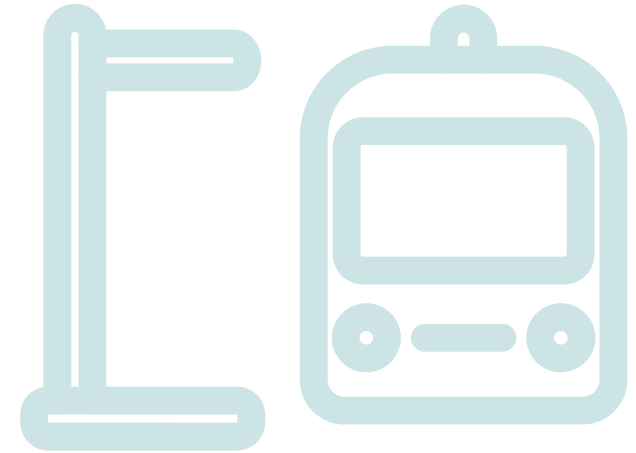
These are specialised service facilities for passenger transport. Passenger stations are identified as stations managed by the Infrastructure Manager that have a commercial stop for passenger trains.



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 considered part of the station as a service facility:

- 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 on which a third party conducts activities under a land lease agreement.

Passenger stations will be classified into 6 categories according to their technical characteristics, the provision of their services and their intensity. The list of passenger stations owned by the infrastructure manager and their category can be found in the TABLE "Classification of stations" in this chapter.

The service facilities (tracks) of passenger stations made available to railway undertakings are listed in the Capacity Offer Catalogue for service facilities, available on the railway infrastructure manager's website, as an annex to this Network Statement, and in the 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.

According to the twenty-eighth additional provision of the LSF, the Infrastructure Manager may, after agreement with the undertaking allocated with the provision of rail transport services subject to public service obligations, directly allocate the operation of passenger transport stations or part of its service facilities intended exclusively for the provision of such transport services, provided that such operation is necessary for the effective provision of such services. It may also directly allocate the operation of those stations where, in addition to the trains subject to public service obligations, other transport services are provided, the sole operator of which is the party subject to the public service obligations.

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.

The list of all passenger stations can be consulted in the descriptive sheets of Service Facilities, available on PISERVI, as a document attached to this NS.

7.3.2.2. SERVICES

BASIC SERVICES

SERVICE OFFER

Upon infrastructure capacity allocation, RUs may need to provide certain services at passenger transport 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	Rest area for EE.FF. personnel
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.

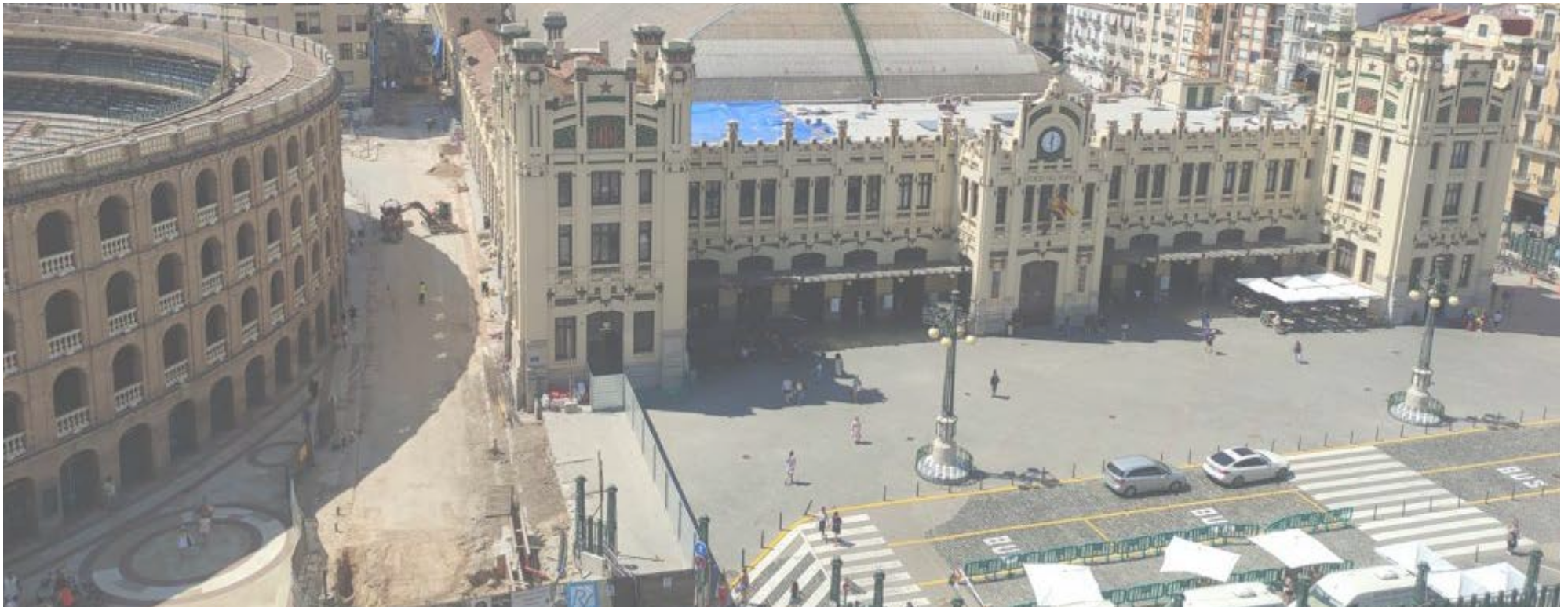
SB-1	TRAIN STABLING SERVICE ON TRACKS WITH PLATFORM FOR COMMERCIAL SERVICES OR OTHER OPERATIONS AND STORAGE SIDINGS
DESCRIPTION	Train stabling services on tracks with platforms for commercial services, other operations and storage sidings.
PROVISION REGIME	By Adif. Service provided by the Capacity Manager (CG) to stable trains for commercial services, as indicated in the Network Statement. Service provided by the Service Facility Manager (GIS) to stable trains for operations other than commercial service and storage sidings, in accordance with the Network Statement.
SERVICE CONDITIONS	It includes train stabling and platform use for commercial passenger services. Train stabling entails obtaining Stabling Capacity, granted upon path allocation. 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 storage sidings given service facilities at stations to allow their provision. Train maintenance operations are expressly excluded.
REQUESTS	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. RUs are bound to request capacity in SYACIS, upon requirement, to use tracks with platform for operations other than commercial services and storage sidings in accordance with the Network Statement.
PRIORITY CRITERIA	As set in the Network Statement.
ECONOMIC CONDITIONS	Service subject to tariff. Mode B2 and B3, and further ones included in the Network Statement. (See tariffs for using service facilities).

SB-5	ACCESS TO BUILDINGS AND PLATFORMS AT PASSENGER STATIONS FOR PASSENGER USE
DESCRIPTION	Access to buildings and platforms at passenger transport 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 (See tariffs for using service facilities).



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.
SERVICE CONDITIONS	Adif shall provide to different RUs premises located outside the departure lounges to provide the ticketing and information service. Premises for selling of tickets and information will be identified in the plan of Commercial Services to RUs, upon request. 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 Premises shall have electrical and communications sockets to install RU equipment. 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. For any necessary adaptation work inside the premises, the approval of the project expressly endorsed by the railway infrastructure manager shall be required. The installation of advertising outside the premises or on its façade for viewing from outside is not permitted, except for the company's brand and logo. An identifying image of the company may be displayed on a vinyl, preferably acid-etched. If a screen is installed for viewing from the exterior, it must be positioned at least 10 cm from the glass and may only display corporate images. Any pricing information displayed shall relate solely to the railway undertaking itself. Under no circumstances is it permitted to display information referring to prices or any other type of information of another railway undertaking. The signage of the premises, as well as images on vinyl that are visible from the outside, must be approved by Adif.
REQUESTS	Annual and multi-annual, according to procedure requirements. Anyway, long-term applications shall be valid over 10 years, at most.
PRIORITY CRITERIA	As seen in the procedure 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. Upon allocating the service, the contracts set for that purpose with RUs shall be considered a priority criteria for new requests from other RUs. The railway undertaking with most stops at the station shall have preference upon choosing the location, and so on.

SB-7	PREMISES FOR ATTENDED TICKETS SALES SERVICE AND INFORMATION
ECONOMIC CONDITIONS	Invoicing unit is €/sqm-month Prices specified in section 7.3.2.4 It does not include expenses for consumption, supplies, services, cleaning or maintenance arising from the use of premises, which shall be paid by RUs. 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.
EXPECTED CHANGES	Some of the allocated premises may be affected by expansion and improvement works at certain stations. In this case, the Infrastructure Manager possible, provide alternative premises for the provision of the service.



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	SRUs shall perform this service in self-provision on the area leased by Adif. On leased spaces , RUs shall install machines to sell tickets for passenger transport services, as well as information and client service, linked to this activity, such as cancelling machines, on duty, etc Client support services will correspond to RUs.
SERVICE CONDITIONS	Adif shall provide to different RUs spaces intended to place machines. A standard area of 0.75 sqm is assigned per machine. In the case of machines located outdoors, a protective enclosure may be installed, which must be approved by the infrastructure manager. For “self-service” equipment, this includes the unit and a monitor. Spaces shall have electrical and communication sockets to install RU equipments. 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. Project authorization is expressly required by the railway infrastructure manager.
REQUESTS	Annual and multiannual in accordance with the procedure. In any case, in long-term applications, the term of validity will be, at most, 10 years
PRIORITY CRITERIA	As provided for in the procedure. 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.
ECONOMIC CONDITIONS	Invoicing unit is € / machine-month (for a standard surface) Prices specified in section 7.3.2.4 Units which occupancy exceeds the standards shall be invoiced as 2 units. Electricity consumption is price included. It does not include service, cleaning or maintenance expenses arising from machine use, which shall be born by the RU.

SB-9	REST AREA FOR EE.FF. PERSONNEL
DESCRIPTION	Lease of premises for on-board service personnel of passenger and freight railway undertakings. The following are considered to be service personnel on board: train drivers, controllers and crew.
PROVISION REGIME	RUs shall perform this service in self-provision on the area leased by Adif.
SERVICE CONDITIONS	The infrastructure manager shall make premises available to the various railway undertakings so that they may provide services to their staff to the extent defined by each undertaking. Likewise, at certain stations where such premises are not available, the infrastructure manager may make spaces available for railway undertakings to install a module from which to provide the service. Such modules shall be subject to approval by the infrastructure manager. The premises intended for railway undertaking staff rest facilities shall be identified in the Plan of Commercial Services for railway undertakings, which shall be made available to them upon request. The leased premises shall be equipped with a 220 V electrical connection to the power supply network. With regard to communications, Adif shall provide connectivity up to the demarcation point agreed with the lessee. The lessee shall be responsible for the installation of the internal communications cabling in the case of station premises. Any request for communications services shall be assessed by Adif and shall be subject to technical feasibility. The installation of any required service connections shall be at the expense of the railway undertaking. Within the premises, the railway undertaking may install all furniture and equipment it considers necessary for the provision of services to its staff. The installation of proprietary information displays outside the premises or on its façade for visibility from outside the premises shall not be authorised, with the exception of the company's corporate identification. Where adaptation or refurbishment works within the premises are required, the approval of the duly certified project by the railway infrastructure manager shall be expressly required.
REQUESTS	Annual, and multi-annual, in accordance with procedure requirements. The long-term application will be valid over a maximum of 10 years. 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.
PRIORITY CRITERIA	As seen in the procedure. 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.
ECONOMIC CONDITIONS	Invoicing unit is € / machine-month (for a standard surface) Prices specified in section 7.3.2.4 It does not include service, cleaning or maintenance expenses arising from machine use, which shall be borne by the RU. 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.
EXPECTED CHANGES	Some of the allocated premises may be affected by expansion and improvement works at certain stations. In this case, the Infrastructure Manager shall, if possible, provide alternative premises for the provision of the service.

SB-10	ADIF SERVICE TO ASSIST PEOPLE WITH DISABILITIES AND/OR REDUCED MOBILITY AT STATIONS	
DESCRIPTION	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. 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	
PROVISION REGIME	By Adif	
SERVICE CONDITIONS	At every station a meeting point shall be defined to assist clients. 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. The assistance service for people with disabilities and/or reduced mobility will include the following modes: • Permanent service: 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. • Timely service: 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. Services shall be provided, both when travelling begins and up to the arrival station.	
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	Invoicing unit: Permanent Service: € / equivalent passenger Occasional Service: € / Assistance	Prices specified in section 7.3.2.4.
SERVICE PLANNED CHANGES	The evolution of traffic by RUs may affect the expected demand in terms of volume of passengers stepping on and off the trains. This fact could require the infrastructure manager to take optimization and rationalization measures when providing this service. Amongst potential measures are the following: • Adapting the resources available based on the expected demand. • Extending the term to provide the service at permanent stations. • Changing the mode of providing the service, based upon demand, that stations with permanent assistance service pass to offer timely assistance or vice versa.	

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 wishing to perform a service considered to be ancillary, shall contact the electronic headquarters of the railway infrastructure manager in order to allow an analysis of the available spaces and their compatibility with the operation of the whole station.

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	Storage space for mobile equipment
SX-6	Platform access control point
SX-7	Space for last minute point of service
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, ...) If RUs install a module, or close the space for this service, the project shall be approved by the infrastructure manager. In some exceptional cases, a space may be made available in the boarding hall for the sole purpose of storing the railway undertaking's own items for check-in or for the baggage counter. In this case, the railway undertaking shall install a locker in this space to store all these elements out of sight of passengers when they are not in use. In this case, the locker shall not exceed 2m2. The design shall be approved by Adif. In cases where this space is not available in the boarding hall, check-in and baggage counting devices must be stored in any of the other spaces available to the railway undertaking: RUs shall comply with Safety Standards, implementing procedures and monitoring activities set forth by the rail infrastructure manager.
REQUESTS	Annual and multiannual in accordance with the procedure. In any case, in long-term applications, the term of validity will be, at most, 10 years
PRIORITY CRITERIA	Those covered by the procedure
ECONOMIC CONDITIONS	Invoicing unit is €/sqm-month. Prices specified in section 7.3.2.4. If electric outlets are required, installing the necessary connections will be at the expense of RUs. Electricity consumption is not included in the price No specific surveillance service is included, so no custody of stored items is offered.

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. Furthermore, RUs shall be able to use their own support items to do the best execution of operations (flags, flow guidance, etc.). In no case will these support elements include advertising about the products or services offered by RUs 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	Space leasing for RUs to provide ancillary services of passenger information, client service, last minute assistance, etc.
PROVISION REGIME	RUs shall manage this self-provision service on the spaces leased by Adif.
SERVICE TERMS	The infrastructure manager may make counters available to the various railway undertakings in the boarding areas in order for them to provide this service. Such facilities may be fixed or mobile. The spaces shall be equipped with electrical and communications connections for the installation of the railway undertaking's own equipment. The last-minute service point is defined as follows: • Space up to 2 sqm (to install a counter) in or near boarding areas. In this case they may be fixed or mobile.
REQUESTS	The type of request may be annual and multiannual. In any case, in long-term applications, the term of validity shall be, at most, 10 years
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	The billing unit is as follows: • €/desk-month, for spaces up to 2 sqm in boarding areas. Prices are specified in section 7.3.2.4 No specific surveillance service is included, so no custody of installed items is offered. Data consumption is not included. On mobile counters in the 2sqm Electricity consumption is included in the price.

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	Adif shall be able to facilitate to different RUs individual lockers at shared locker rooms. Spaces shall be at closed premises, completely finished, and an access control system is authorized. Lockers shall be numbered for identification and shall be locked, providing an access key or two keys delivered per box office. The locker room will have benches, hangers and electrical outlets, hot and cold water. Shared locker rooms maintenance and cleaning shall be performed by the railway infrastructure manager. Adif shall not be responsible for the locker content.
REQUESTS	Annual and multiannual in accordance with the procedure. In any case, in long-term applications, the term of validity will be, at most, 10 years. .
PRIORITY CRITERIA	As covered in the procedure
ECONOMIC CONDITIONS	Invoicing unit is €/box office-month Prices specified in section 7.3.2.4. Electricity consumption is included in the price.

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.
SERVICE TERMS	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. To enable a recovery of items by their owners, RUs shall deliver the items located at end train stations as soon as possible Objects containing personal documentation shall be delivered to the State Bodies and Security forces. The receipt of perishable goods shall not be permitted.
REQUESTS	Annually
PRIORITY CRITERIA	Not applicable
ECONOMIC CONDITIONS	Invoicing unit is: € / month by station category Prices specified in section 7.3.2.4

SX-12	ADIF SERVICE TO ASSIST PEOPLE WITH DISABILITIES AND/OR REDUCED MOBILITY TO SET ON AND OFF TRAINS	
DESCRIPTION	Making available to railway undertakings a service to facilitate accessibility of trains to persons with disabilities and/or reduced mobility, assisting them to step on and off trains and to seat, and if necessary, to anchor or release wheelchairs on areas set for this purpose, using mechanical means or through personal accompaniment.	
PROVISION REGIME	By Adif, upon request and formalization of the corresponding contract with the RUs	
SERVICE TERMS	At every station a meeting point shall be defined to assist clients. The Infrastructure Manager shall define the means by which he must receive information from the railway undertaking in order to know at all times at which stations, for which trains and needs for assistance. The assistance service to people with disabilities and/or reduced mobility shall include : • Permanent service: It is provided at stations with Mobility Assistant in person continuously throughout the Timetables of the station. Assistance requests will be covered up to 30 minutes prior to train departure. Annex 1, paragraph 7.3.15., includes details of the stations where this service is provided. Services shall be provided, at the beginning of the journey and at the arrival station.	
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.

CHARGE FOR THE USE OF SERVICE FACILITIES UNDER THE EXCLUSIVE OWNERSHIP AND MANAGEMENT OF THE GENERAL INFRASTRUCTURE MANAGERS

In accordance with Article 96.1 of Law 38/2015 on the Railway Sector, railway infrastructure managers shall levy on railway undertakings using the lines of the General Interest Railway Network, as well as passenger stations, freight terminals and other service facilities, the charges regulated in this section, hereinafter referred to as railway charges.

The charges applicable for the use of service facilities shall be determined in the Regulation on the determination of railway charges approved by the Board of Directors of ADIF.

During the 2027 financial year, the charge rates set out in the Regulations on the determination of charges that have been published in the Official State Gazette (BOE) and are in force during that financial year shall apply.

The amount of the charges levied for the use of service facilities owned by the general railway infrastructure managers shall not exceed the cost of providing the service plus a reasonable profit, in accordance with Article 98 of the Railway Sector Act (LSF).

The taxable event giving rise to the charges referred to in Article 98 shall be the use of service facilities whose management is reserved exclusively to the general infrastructure managers, under the following arrangements:

- a) Tariff for using passenger stations (Mode A).
- b) Tariff for using other infrastructure general managers service facilities (mode B). This mode includes using storage sidings, train setting and shunting, maintenance, washing and cleaning, and fuel supply. Also included in this mode are the use of tracks at passenger stations, i.e. storage sidings and to perform certain operations.

The following tariff modes are distinguished:

- **Mode B1** - Use of storage sidings, train setting and shunting, maintenance, washing, cleaning and fuel supply.
- **Mode B2** - Passenger station tracks used as storage sidings.
- **Mode B3** – Tracks used to perform certain operations, distinguishing, in turn, 2 types:
 - **1st Type A:** Minimum internal and/or exterior train cleaning (front and door windows)
 - **2nd Type B:** Operations of onboard loading and unloading services, using water intakes, fuel facilities, electric outlets, WC emptying facilities, and equipment used.
- c) Tariff for using loading points owned by general infrastructure managers (Mode C). This mode includes using freight loading and unloading tracks.

These charges do not include the supply of electricity, water, diesel fuel, telephone services or any other supply or service; the costs of consumption or supplies provided or rendered by the infrastructure manager shall be borne by the party liable for payment.

For the use of service facilities under modalities B and C, it shall be necessary to obtain capacity at the facility, which shall be requested by the party liable for payment from the railway infrastructure manager, except in the case of the use of tracks at passenger stations as storage sidings. The infrastructure manager may allocate capacity by entire tracks, for continuous periods of use by years or months, or for one-off periods of use by hours or days, through the corresponding procedure, which shall be published in the Network Statement. Under no circumstances may the allocated capacity be transferred to third parties.

For the use of tracks at passenger stations as storage sidings, infrastructure managers shall use the station track occupation diagrams.

Under modalities B and C, provided that the facility is not saturated, it may be used by several applicants for the same time period, even if it has initially been allocated to a main applicant.

The criteria for application shall be determined by the infrastructure managers.

Railway undertakings using the service facilities corresponding to each modality shall be considered parties liable for payment of this charge. Under modalities B and C, other applicants shall also be considered liable parties, such as owners of railway rolling stock, transport agents, shippers, combined transport operators, as well as other service providers.

The tax period shall coincide with the calendar month. The charge shall accrue on the last day of the tax period.

These modalities shall be attributed to the tax period in which the service facilities are used or could have been used.

Notifications of railway charge settlements shall be made preferentially by electronic means and, in any event, where the interested party is required to receive them by this means.

Payment shall be made within twenty working days from notification, by bank transfer to the account of the credit institution providing treasury services to this Administration, which shall be indicated in the settlement. Payment shall be deemed to have been made on the date on which the corresponding amount is credited to the indicated account, in accordance with Article 37 of the General Collection Regulation.

The enforcement period for collection shall commence on the day following the expiry of the aforementioned time limit, and, from the start of that period, enforcement surcharges shall accrue (in accordance with the provisions of the General Tax Law and the General Budgetary Law).

As of the date of update of this Network Statement, the railway infrastructure manager has approved, in accordance with Article 100 of Law 38/2015 of 29 September on the Railway Sector, the regulatory instruments replacing the regulatory texts on the determination of railway charges approved by the Board of Directors of the Railway Infrastructure Manager on 28 October 2025 and published in the State Official Gazette No 283 of 25 November 2025, which entered into force on 1 December 2025.

7.3.2.3. FACILITY TECHNICAL FEATURES DESCRIPTION

SERVICE FACILITY DESCRIPTIVE 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: Cargo terminals , passenger stations, maintenance facilities, private loaders, axle and gauge changers , etc., through selective searches based on criteria such as: geographical location, type of facility, type of service, etc., to better plan railway services by railway undertakings and other logistics operators.

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.

[Acces to PISERVI](#) 

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.

SERVICE PROVISION IN PREMISES / SPACES:

The consumption of services provided by the Infrastructure Manager shall be calculated on the basis of the occupied area of the premises/space.

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 2026 until 31 December 2026, 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 STORAGE SIDINGS
	During the 2027 financial year, the charge tariffs included in the most recent Regulations published in the State Official Gazette and in force shall apply.

As of the date of update of this Network Statement, the railway infrastructure manager has processed, in accordance with Article 100 of Law 38/2015 of 29 September on the Railway Sector, as worded by Law 26/2022 of 19 December, the first Regulations on the determination of railway charges.

SB-5 ACCESS TO BUILDINGS AND PLATFORMS AT PASSENGER STATIONS FOR PASSENGERS

In 2027, the fee rates will be those contained in the most recent regulation published in the Spanish Official State Gazette and in force.

SB-7 PREMISES FOR ATTENDED TICKETS SALES SERVICE AND INFORMATION

INVOICING UNIT * €/ -sqm -month

PRICES (depending on station category)

CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
20.90	17.55	13.57	10.51	5.92

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	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
210.00	151.00	105.00	75.00	54.00

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		REST AREA FOR EE.FF. PERSONNEL		
INVOICING UNIT	* €/sqm month			
PRICES (depending on station category)				
CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
12.17	10.23	7.90	6.12	4.74
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	0,1280 €/Equivalent passenger
Stations with occasional Service	€/Assistance	46,79€ /Assistance
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.

Since the adequacy of the resources made available for the service is directly linked to the development of expected demand in terms of the number of passengers embarking and disembarking at the stations where the service is operated, and since it may be necessary to adjust the resources made available for the service accordingly, at the end of each six-month period the amounts invoiced shall be adjusted on the basis of the actual prices resulting from the regularised period, on the basis of the actual number of passengers and the costs incurred by the Infrastructure Manager in respect of the undertakings providing the service, by means of an additional invoice or credit note, as the case may be.

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 2027 until 31 December 2027, 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	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
1.82	1.54	1.18	0.92	-----
No specific surveillance service is included, so no custody of stored items is offered.				
Electricity consumption is not included in the price.				

SX-6		PRIOR COMMERCIAL CONTROL OF ACCESS TO TRAINS		
INVOICING UNIT	* €/train			
PRICES (depending on station category)				
CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
0,5369	0.5369	0.5369	0.5369	-----
Electricity consumption is not included in the price. Data consumption is not included.				



SX-7		LAST MINUTE SERVICE POINT		
INVOICING UNIT	* €/desk-month, for spaces up to 2 sqm in boarding areas.			
PRICES (depending on station category)				
Spaces up to 2 sqm in boarding areas				
CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
20.60	20.60	20.60	20.60	-----
Electricity consumption is included in the 2sqm mobile counter. 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	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
15.45	15.45	15.45	15.45	-----
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
754.99	237.65	125.33	64.13	-----

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 2027__ 0.0142 €/Equivalent passenger</i>
PASSENGER EQUIVALENCE		
Passenger type	Equivalent passengers	Since the evolution of traffic by railway undertakings may affect the expected volume demand of passengers stepping on and off stations where the service is provided, together with the need, where appropriate, to adapt resources available to the service based on this criteria, at the end of every semester, the amounts invoiced shall be paid on the basis of actual prices resulting from the payable period, depending on the number of actual passengers and the costs incurred by the infrastructure manager with the service providers, upon issuing an additional invoice or credit note
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**.

REFERENCETABLESFORTHEAPPLICATIONOFCHARGES FOR THE USE OF SERVICE FACILITIES

Below is a nominative classification by category of stations

Nominative Classification Station.

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2026)	
CATEGORY 2	
A CORUÑA	BARCELONA ESTACIÓ DE FRANÇA
BURGOS-ROSA MANZANO	CÁDIZ
MADRID-ATOCHA CERCANÍAS	SALAMANCA
TARRAGONA	VALÈNCIA-ESTACIÓ DEL NORD
VITORIA/GASTEIZ	

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2026)			
CATEGORY 3			
ALCALÁ DE HENARES	ALCÁZAR DE SAN JUAN	ÁVILA	BADAJOS
BARCELONA PASSEIG DE GRÀCIA	BENIEL	CALDES DE MALAVELLA	CARTAGENA
CASTEJÓN DE EBRO	EL CLOT	FIGUERES	FLAÇA
FUENLABRADA	GIJÓN / XIXÓN	GRANOLLERS CENTRE	HUELVA
HUESCA	INTERMODAL ABANDO INDALECIO PRIETO	JAÉN	JEREZ DE LA FRONTERA
L'ALDEA-AMPOSTA-TORTOSA	LEBRIJA	LEGANÉS	LOGROÑO
MADRID-PRÍNCIPE PÍO	MEDINA DEL CAMPO	MÉRIDA	MIRANDA DE EBRO
ORIHUELA MIGUEL HERNÁNDEZ	OVIEDO	PAMPLONA	PORTBOU
PUERTO DE SANTA MARÍA	PUIGCERDÀ	REUS	SALOU-PORT AVENTURA
SAN BERNARDO	SAN FERNANDO-BAHÍA SUR	SANT CELONI	SANT VICENÇ DE CALDERS
SANTANDER	SILS	TORTOSA	TUDELA DE NAVARRA
VIGO-GUIXAR	VILANOVA I LA GELTRÚ	VILLALBA DE GUADARRAMA	



TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2026)
CATEGORY 4

AEROPUERTO DE JEREZ	ALBUIXECH	ALCALÀ DE XIVERT	ALGECIRAS	ALMANSA	ALMASSORA	ÁLORA
ALTAFULLA-TAMARIT	ALTSASU	ANDOAIN-CENTRO	ANDÚJAR	ARANJUEZ	ARCADE	ARÉVALO
ASTILLERO	AVILÉS	BALSICAS-MAR MENOR	BEASAIN	BELLAVISTA	BELLPUIG	BENACAZÓN
BENICARLÓ-PEÑÍSCOLA	BENICÀSSIM	BILBAO-LA CONCORDIA	BILLABONA-ZIZURKIL	BOBADILLA	BORRIANA /BURRIANA-LES ALQUERIES/ALQUERÍAS DEL NIÑO PERDIDO	CALAHORRA
CALLOSA DE SEGURA	CALLOSA DE SEGURA - COX	CALZADA DE ASTURIAS	CAMALLERA	CAMBRILS	CAMPUS UNIVERSITARIO DE RABANALES	CASPE
CATOIRA	CERCEDILLA	CERVERA	CULLERA	CUNIT	DOS HERMANAS	EL BERRÓN
EL CHORRO-CAMINITO DEL REY	EL ESCORIAL	EL PUIG	ELDA-PETRETER	ELX/ELCHE CARRÚS	ELX/ELCHE PARC	ESTADIO
FERROL	GANDIA	GUADALAJARA	GUADIX	HERNANI-CENTRO	HOSTALRIC	HUMANES
ILLESCAS	IRAUREGI	IRÚN	L'AMETLLA DE MAR	L'AMPOLLA-PERELLÓ-DELTEBRE	L'HOSPITALET DE L'INFANT	LA CORREDORIA
LA PALMA DEL CONDADO	LA RODA DE ALBACETE	LAS NAVAS DEL MARQUÉS	LEGAZPI	LINARES-BAEZA	LLAMAQUIQUE	LLANÇÀ
LLODIO	LORA DEL RÍO	LOS ROSALES	LUGO	MAÇANET-MASSANES	MALIAÑO LA VIDRIERA	MANRESA
MANZANARES	MARCHENA	MIERES-PUENTE	MOLLERUSSA	MONFORTE DE LEMOS	MONFRAGÜE	MONZÓN-RÍO CINCA
MÓRA LA NOVA	NAVALMORAL DE LA MATA	NUEVA MONTAÑA	NULES-LA VILAVELLA	O CARBALLIÑO	ORDIZIA	ORPESA
OSUNA	PADRÓN	PALMA DEL RÍO	PARQUE PRINCIPADO	PEÑARANDA DE BRACAMONTE	PLASENCIA	POLA DE LENA
POLA DE SIERO	PONFERRADA	POSADAS	PUÇOL	PUENTE SAN MIGUEL	PUERTO REAL	REDONDELA
RENEDO	RIPOLL	ROBLEDO DE CHAVELA	RONDA	SAGUNT	SAN ISIDRO-ALBATERA-CATRAL	SANT ANDREU
SANT VICENÇ DE CASTELLET	SANT VICENT CENTRE	SARRIA	SEGOVIA	SEGUNDA AGUADA	SILLA	SOCUÉLLAMOS
SODUPE	TAFALLA	TALAVERA DE LA REINA	TÀRREGA	TERRASSA ESTACIÓ DEL NORD	TERUEL	TOLOSA
TORELLÓ	TORRE-PACHECO	TORREDEMBARRA	TORRELAVEGA TANOS	TORRELAVEGA-CENTRO	TORRIJOS	UTEBO
UTRERA	VALDECILLA LA MARGA	VALDEPEÑAS	VALÈNCIA-CABANYAL	VALÈNCIA-LA FONT DE SANT LLUÍS	VALLE REAL	VENTA DE BAÑOS
VILA-REAL	VILA-SECA	VILAMALLA	VILLA DEL RÍO	VILLACAÑAS	VILLARROBLEDO	VILLENA
VINARÒS	VIRGEN DEL ROCÍO	XÀTIVA	ZARAGOZA MIRAFLORES	ZARAGOZA PORTILLO	ZARAGOZA-GOYA	ZARZALEJO
ZUMARRAGA						

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2026)

CATEGORY 5

A CUQUEIRA	A FRIELA-MASIDE	A POBRA DO BROLLÓN	A RÚA-PETÍN	ABEJERA	AGONCILLO	AGRES
AGUILAR DE CAMPOO	AGUILAR DE SEGARRA	AGULLENT	AGURAIN/SALVATIERRA DE ÁLAVA	ALAGÓN	ALAR DEL REY	ALBAIDA
ALCANADRE	ALCOI	ALCOLEA DE CÓRDOBA	ALCOVER	ALDEALENGUA	ALEGRÍA-DULANTZI	ALFARO
ALHAMA DE ARAGÓN	ALJUCÉN	ALMADENEJOS-ALMADÉN	ALMAGRO	ALMARGEN-CAÑETE LA REAL	ALMAZÁN VILLA	ALMENARA
ALMENDRALEJO	ALMERÍA	ALMONASTER-CORTEGANA	ALMORAIMA	ALMORCHÓN	ALMURADIEL-VISO DEL MARQUÉS	ALTSASU-PUEBLO
AMUSCO	ANGLESOLA	ANZÁNIGO	APALLA	ARAHAL	ARAIA	ARAÑALES DE MUEL
ARANGUREN	ARANGUREN-APEADERO	ARBO	ARCHENA-FORTUNA	ARCOS DE JALÓN	AREAS	ARIJA
ARIZA	ARLA BERRÓN	ARRIATE	ARRIONDAS	ARROYO DE MALPARTIDA	ARTZENTALES	AS NEVES
ASCÓ	ASTORGA	ATECA	AYERBE	BAAMONDE	BABILAFUENTE	BADULES
BAIDES	BALLOTA	BALMASEDA	BALMORI	BARALLOBRE	BARBANTES	BÁRCENA
BARCIA	BARRA DE MIÑO	BARRACAS	BARREIROS	BARRIENTOS	BASURTO HOSPITAL	BECERRIL
BEIFAR	BELL-LLOC D'URGELL	BELMONTE	BELMONTE DE PRÍA	BEMBIBRE	BENALÚA DE GUADIX	BENAOJÁN-MONTEJAQUE
BENIGÀNIM	BERANGA	BERCEDO-MONTIJA	BETANZOS-CIDADE	BETANZOS-INFESTA	BIDUEIROS	BINÉFAR
BOÑAR	BORDILS-JUIÀ	BORGONYÀ	BRAÑUELAS	BRAZATORTAS-VEREDAS	BRIVIESCA	BUBIERCA
BUFALÍ	BURELA	BUSDONGO	CABANAS	CABAÑAS DE ALISTE	CABAÑAS DE EBRO	CABAÑAS DE VIRTUS
CABEZA DEL BUEY	CABEZÓN DE LA SAL	CABEZÓN DEL PISUERGA	CABRA DEL SANTO CRISTO Y ALICÚN	CADAGUA	CADAVEDO	CALAF
CALAMOCHA	CALAMONTE	CALAÑAS	CALATORAO	CALDEARENAS-AQUILUÉ	CALDELAS	CAMANGO
CAMARLES-DELTEBRE	CAMBRE	CAMINREAL-FUENTES CLARAS	CAMP-REDÓ	CAMPANARIO	CAMPDEVÀNOL	CAMPILLO
CAMPILLOS	CAMPO DE CRIPTANA	CAMPOMANES	CANAVAL	CAÑAVERAL	CANERO	CANFRANC
CANGAS DE FOZ	CANTALAPIEDRA	CAPÇANES	CARANCOS	CARBAJALES DE ALBA	CARDEÑOSA DE ÁVILA	CARIÑENA
CARRASCOSA DE HENARES	CARRIÓN DE LOS CÉSPEDES	CARTAVIO	CASAS DE MILLÁN	CASATEJADA	CASETAS	CASTELLNOU DE SEANA

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2026)

CATEGORY 5

CASTIELLO-PUEBLO	CASTILLEJO-AÑOVER	CASTREJÓN DE LA PEÑA	CASTROPOL	CASTUERA	CAUDETE	CAUDIEL
CAZALLA-CONSTANTINA	CECEBRE	CECEDA	CELLA	CELORIO	CELRA	CERCEDA-MEIRAMA
CERDIDO	CEREZAL DE LA GUZPEÑA	CESANTES	CESURAS	CETINA	CICERO	CIEZA
CILLAMAYOR	CINCO CASAS	CISNEROS	CISTIENA	COCENTAINA	COLERA	COLLOTO
COLOMBRES	CORCOS-AGUILAREJO	CORTES DE LA FRONTERA	CORTES DE NAVARRA	COVAS	COVAS DE VIVEIRO	CRESPOS
CUBILLAS DE SANTA MARTA	CUDILLERO	CUENCABUENA	CUEVAS	CUMBRES MAYORES	CURTIS	DAIMIEL
DON BENITO	DOSANTE CIUDAD	DUEÑAS	DUESAIGÜES-L'ARGENTERA	EL BARCENAL	EL BURGO RANERO	EL CARPIO
EL CARRIÓN	EL COBUJÓN	EL ESPINAR	EL HIGUERÓN	EL PEDROSO DE LA ARMUÑA	EL PIMPOLLAR	EL PITO PIÑERA
EL ROMERAL	EL TAMUJOSO	ELS GUIAMETS	ELVIÑA-UNIVERSIDADE	EMBED DE JALÓN	ENCINACORBA	ENTRAMBARRÍAS
ÉPILA	ERUSTES	ESCACENA	ESPASANTE	ESPELÚY	ESPINOSA DE HENARES	ESPINOSA DE LOS MONTEROS
ESPINOSA DE VILLAGONZALO	ESTEIRO	ETXARRI ARANATZ	FABARA	FAIÓ-LA POBLA DE MASSALUCA	FAZOURO	FÉCULAS-NAVARRA
FERRERÍAS	FERRERUELA	FERRERUELA DE TÁBARA	FILGUEIRA	FIÑANA	FLIX	FOLGUEIRO
FONCIELLO	FORNELLS DE LA SELVA	FOZ	FREGENAL DE LA SIERRA	FRESNO EL VIEJO	FRIEIRA	FRÓMISTA
FUENTE DEL ARCO	FUENTE SANTA DE NAVA	FUENTES	FUENTES DE EBRO	GÁDOR	GALLUR	GAMA
GARROVILLA-LAS VEGAS	GAUCÍN	GENOVÉS	GÉRGAL	GIBAJA	GIBRALEÓN	GOLMÉS
GOMECELLO	GRADO	GRAJAL	GRAÑÉN	GRIJOTA	GRISÉN	GUADALCANAL
GUADALMEZ-LOS PEDROCHES	GUADIANA	GUALBA	GUARDO	GUARDO-APEADERO	GUAREÑA	GUDILLOS
GUILLAREI	GUIMORCONDO	GUITIRIZ	HARO	HELLÍN	HERAS	HERRADÓN-LA CAÑADA
HERRERA DEL PISUERGA	HOZ DE ANERO	HUERCAL-VIATOR	HUMANES DE MOHERNANDO	INFIESTO	INFIESTO-APEADERO	IZNALLOZ
JABUGO-GALAROZA	JACA	JADRAQUE	JÉRICA-VIVER	JIMENA DE LA FRONTERA	JIMERA DE LÍBAR	JÓDAR-ÚBEDA
JUNEDA	KARRANTZA	L'ESPLUGA DE FRANCOLÍ	LA ALAMEDILLA	LA ARGANOSA-LAVAPIÉS	LA ASUNCIÓN UNIVERSIDAD	LA CARIDAD
LA CARRERA DE SIERO	LA ENCINA	LA ERCINA	LA ESPINA	LA FARGA DE BEBIÉ	LA FLORESTA	LA GINETA
LA GRANJA	LA LLAMA DE LA GUZPEÑA	LA MAGDALENA	LA MOLINA	LA PLANA-PICAMOIXONS	LA POBLA DEL DUC	LA POLA DE GORDÓN

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2026)

CATEGORY 5

LA PUEBLA DE ARGANZÓN	LA PUEBLA DE HÍJAR	LA RIBA	LA ROBLA	LA SELVA DEL CAMP	LA VECILLA	LA ZAIDA-SÁSTAGO
LABACENGOS	LAGO	LALÍN	LAMAS	LAS CABEZAS DE SAN JUAN	LAS CALDAS DE BESAYA	LAS CAMPAS
LAS CAMPAS DE CASTROPOL	LAS MAZAS	LAS MELLIZAS	LAS ROZAS DE VALDEARROYO	LECHAGO	LES BORGES BLANQUES	LES BORGES DEL CAMP
LIERES	LIMPIAS	LINAREJOS-PEDROSO	LINARES-CONGOSTINAS	LLAMES	LLANES	LLANO
LLERENA	LLOVIO	LOIBA	LONGARES	LORCA-SUTULLENA	LOS ÁNGELES DE SAN RAFAEL	LOS BARRIOS
LOS CARABEOS	LOS CORRALES DE BUELNA	LOS MILANOS	LOS SANTOS DE MAIMONA	LOZA	LUARCA	LUCENI
MADEIRO	MAGAZ	MALIAÑO	MANLLEU	MANZANOS	MARÇÀ-FALSET	MARCILLA DE NAVARRA
MARÍA DE HUERVA	MARRÓN	MARZÁN	MATALLANA	MATAPORQUERA	MATAPOZUELOS	MATILLAS
MAVE	MEDAL	MEDINACELI	MENGÍBAR-ARTICHUELA	MERCADILLO-VILLASANA	MERES	MIMETIZ
MINAYA	MIÑO	MIRABEL	MOECHE	MONREAL DE ARIZA	MONREAL DEL CAMPO	MONTABERNER
MONTBLANC	MONTEARAGÓN	MONTEFURADO	MONTES CLAROS	MONTIJO	MONTIJO-EL MOLINO	MONZÓN DE CAMPOS
MORA DE RUBIELOS	MORATA DE JALÓN	MOREDA	MORÉS	MORISCOS	MOSENDE	MUROS DE NALÓN
NANCLARES-LANGRAIZ	NARROS DEL CASTILLO	NAVA	NAVA DEL REY	NAVALPERAL	NAVARRETE	NAVAS DE RIOFRÍO-LA LOSA
NAVIA	NEDA	NIEBLA-PUERTA DEL BUEY	NISTAL	NOIS	NONASPE	NOVELDA-ASPE
NOVELLANA	NUEVA	NULLES-BRÀFIM	O ALTO DO CASTIÑEIRO	O BARCO DE VALDEORRAS	O BARQUEIRO	O BURGO-SANTIAGO
O IRIXO	O PONTO	O PORRIÑO	O VICEDO	OLITE/ERRIBERRI	ONTINYENT	ORDES
OREJO	OROPESA DE TOLEDO	ORTIGOSA DEL MONTE	ORTIGUEIRA	OS CASTROS	OS PEARES	OSEBE
OSORNO	OTERO-HERREROS	OTUR	OZA DOS RÍOS	OZANES	PADRÓN BARBANZA	PALANQUINOS
PANCORBO	PARACUELLOS-SABIÑÁN	PAREDES DE NAVA	PARGA	PEDRELO-CÉLTIGOS	PEDRERA	PEDROLA
PEDROSA	PEDROSO	PEDROSO DE NARÓN	PEÑAFLOR	PEÑAFLOR DE GRADO	PENDUELES	PERBES
PERLÍO	PESUÉS	PIÑA	PIÑEIRO	PIÑERA-VILLAORIL	PIÑO	PINTUELES
PITIEGUA	PLANOLES	PLASENCIA DE JALÓN	PLASENCIA DEL MONTE	POLICLÍNICO	PONTE MERA	PONTECESURES
PONTEDEUME	PONTEVEDRA-UNIVERSIDAD	POO	PORQUEROS	PORTELA	POSADA	POUSA-CRECENTE

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2026)
CATEGORY 5

POZALDEZ	PRADELL	PRADO DE LA GUZPEÑA	PRAVIA	PUEBLA DE SANABRIA	PUEBLA DE VALVERDE	PUENTE AGÜERO
PUENTE ALMUHEY	PUENTE DE LOS FIERROS	PUERTO ESCANDÓN	PUIGVERD DE LLEIDA-ARTESA DE LLEIDA	PURROY	QUEREÑO	QUERO
QUINTANA DE LOS PRADOS	QUINTANA DEL PUENTE	QUINTANA REDONDA	QUINTANA-RANEROS	QUINTANILLA DE LAS TORRES	QUINTO	RÁBADE
RAJADELL	REDONDELA-AV	REDONDELA-PICOTA	REDONDO	REINANTE	REINOSA	RIBA-ROJA D'EBRE
RIBADAVIA	RIBADEO	RIBADESELLA	RIBAFORADA	RIBES DE FRESER	RICLA-LA ALMUNIA	RIELLS I VIABREA-BREDA
RIGLOS	RIGLOS-CONCILIO	RINCÓN DE SOTO	RINLO	RIUDECANYES-BOTARELL	RIUDELLOTS	ROBREDO AHEDO
RODA DE BARÀ	RODA DE MAR	ROIZ	RUBIELOS DE MORA	RUEDA DE JALÓN-LUMPIAQUE	SABIÑÁN	SABIÑÁNIGO
SAHAGÚN	SALLAS DE JALÓN	SALINAS DE PISUERGA	SALOMÓ	SALVATERRA	SAMPER	SAN CIBRAO
SAN CLAUDIO	SAN CLODIO	SAN CLODIO-QUIROGA	SAN COSME	SAN CRISTÓBAL	SAN FELIZ	SAN JUAN DEL PUERTO
SAN MARTÍN DE LUIÑA	SAN MIGUEL DE LAS DUEÑAS	SAN MORALES	SAN PABLO	SAN PEDRO DEL ARROYO	SAN PEDRO DO SIL	SAN RAFAEL
SAN ROMÁN	SAN ROQUE DEL ACEBAL	SAN ROQUE-LA LÍNEA	SAN SADURNIÑO	SAN VICENTE DE ALCÁNTARA	SAN VICENTE DE LA BARQUERA	SAN XOÁN
SANDICHE	SANT GABRIEL	SANT GUIM DE FREIXENET	SANT JORDI DESVALLS	SANT MARTÍ SESGUEIOLES	SANT MIQUEL DE FLUVIÀ	SANT QUIRZE DE BESORA-MONTESQUIU
SANTA CRUZ DE MUDELA	SANTA EULALIA DEL CAMPO	SANTA ICÍA	SANTA LUCÍA	SANTA MARÍA DE HUERTA	SANTA MARÍA DE LA ALAMEDA-PEGUERINOS	SANTA MARÍA DE MERA
SANTA MARÍA Y LA PEÑA	SANTA MARINA	SANTAS MARTAS	SANTIBÁÑEZ DE LA PEÑA	SANTO ESTEVO DO SIL	SARIÑENA	SARRACÍN DE ALISTE
SARRIÓN	SAX	SEBARES	SEDES	SEGORBE-CIUDAD	SEGUERS-SANT PERE SALLAVINERA	SELA
SENRA	SETENIL	SIGÜENZA	SOBRADELO	SONCILLO	SORIA	SORRIBA
SOTO DE DUEÑAS	SOTO DE LUIÑA	SOTO UDRIÓN	SOTOSCUEVA	TABLADA	TABLIZO	TAPIA
TARDELCUENDE	TARDIENTA	TEIXEIRO	TEMBLEQUE	TERRER	TOCINA	TOL
TORAL DE LOS VADOS	TORAÑO	TORO	TORRALBA	TORRE DEL BIERZO	TORREBLANCA	TORRIJO DEL CAMPO
TOSES	TRASLAVIÑA	TRECEÑO	TRETO	TRUBIA	TUI	UDALLA
UHARTE-ARAKIL	UJO	ULLDECONA-ALCANAR-LA SÉNIA	UNGO NAVA	UNIVERSIDAD DE ALICANTE	UNQUERA	URTX-ALP
UXES	VADO-CERVERA	VAL DE PILAS	VALCUENDE	VALDECILLA	VALDELAMUSA	VALDESTILLAS
VALDETORRES	VALDREDO	VALENCIA DE ALCÁNTARA	VALLADOLID UNIVERSIDAD	VALLE DE LAS CASAS	VALLOBÍN	VALLS

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2026)

CATEGORY 5

VEGA DE ANZO	VEGA-MAGAZ	VEGADEO PUEBLO	VEGUELLINA	VIANA	VIDIAGO	VILABELLA
VILAJUÍGA	VILAMARTÍN DE VALDEORRAS	VILAVEDELLE	VILAVERD	VILCHES	VILLADA	VILADEMAR
VILADEPALOS	VILLADOZ	VILLAFRANCA DE LOS BARROS	VILLAFRANCA DE NAVARRA	VILLAFRANCA DEL CAMPO	VILLAHERMOSA	VILLAHORMES
VILLAMANÍN	VILLAMAYOR	VILLANÚA-LETRANZ	VILLANUEVA DE GÁLLEGO	VILLANUEVA DE LA SERENA	VILLANUEVA DEL RÍO-MINAS	VILLAPEDRE
VILLAQUIRÁN	VILLAR DE GALLIMAZO	VILLARRASA	VILLARREAL DE HUERVA	VILLARRUBIA DE CÓRDOBA	VILLASEQUILLA	VILLAVANTE
VILLAVERDE DE PONTONES	VILLAVERDE DE TRUCIOS	VILLAVERDE TARILONTE	VIMBODÍ I POBLET	VINAIXA	VIRXE DO MAR	VIVEIRO
VIVEIRO-APEADERO	XILXES/CHILCHES	XOVE	XOVE-POBO	XUANCES	XUVIA	YUNQUERA DE HENARES
ZAFRA	ZAFRA FERIA	ZALLA	ZARAMILLO	ZORROTZA-ZORROZGOITI		

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2026)

CATEGORY 6

ABAROA-SAN MIGUEL	ABLAÑA	ABOÑO APEADERO	ABREVADERO	ADARZO	AEROPORT	AEROPUERTO
AEROPUERTO T4	AGUDA	ÁGUILAS	ÁGUILAS EL LABRADORCICO	ALBAL	ALCALÁ DE HENARES UNIVERSIDAD	ALCOBENDAS-SAN SEBASTIÁN DE LOS REYES
ALCOLEA DEL RÍO	ALCORCÓN	ALDAIA	ALEGIA	ALFAFAR-BENETÚSSER	ALGEMESÍ	ALGIMIA CIUDAD
ALHAMA DE MURCIA	ALJAIMA	ALPEDRETE	ALTAMIRA	ALUCHE	ALUMBRES	ALZIRA
AMETZOLA	AMURRIO	AMURRIO IPARRALDE	ANDOAIN	ANOETA	ARAKALDO	ARAVACA
ARBIDE	ARENAS DE IGUÑA	ARENYS DE MAR	ARETA	ARRANKUDIAGA	ARRIGORRIAGA	ARTXUBE
ASAMBLEA DE MADRID-ENTREVÍAS	ATEGORRIETA	AUTONOMÍA	AVIADOS	AVILÉS-APEADERO	AZUQUECA	BADALONA
BAIÑA	BAKIOLA	BALENYÀ-ELS HOSTALET	BALENYÀ-TONA-SEVA	BARBERÀ DEL VALLÈS	BARCELONA ARC DE TRIOMF	BARCELONA LA SAGRERA-MERIDIANA
BARCELONA PLAÇA DE CATALUNYA	BARREDA	BARREDOS	BARRILLOS	BARRIO DE LAS OLLAS	BARROS	BASAURI
BELLVITGE-GORNAL	BENALMÁDENA-ARROYO DE LA MIEL	BENDICIÓN	BENIFAIÓ	BEZANA	BIDEBIETA-BASAURI	BLANES
BLIMEA	BOO	BOO DE PIÉLAGOS	BRENES	BRINKOLA	BUÑOL	CABAÑAQUINTA

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2026)

CATEGORY 6

CABORANA	CABRERA DE MAR-VILASSAR DE MAR	CALAFELL	CALDES D'ESTRAC	CALELLA	CAMAS	CAMPANILLAS
CAMPOHERMOSO	CANCIENES	CANDÁS	CANDÁS-APEADERO	CANET DE MAR	CANTAELGALLO	CANTILLANA
CARBAYÍN	CARCAIXENT	CARDEDEU	CARROCERA	CARTAGENA-PLAZA BASTARRECHE	CÁRTAMA	CARTUJA
CARVAJAL	CASAR DE PERIEDO	CASTELLBELL I EL VILAR-MONISTROL DE MONTSERRAT	CASTELLBISBAL	CASTELLDEFELS	CATARROJA	CAUDALIA
CAZOÑA	CECEÑAS	CENTELLES	CENTRO DE TRANSPORTES	CERDANYOLA DEL VALLÈS	CERDANYOLA UNIVERSITAT	CHESTE
CHIVA	CIAÑO	CIAÑO-ESCOBIO	CIEMPOZUELOS	CIRCUIT RICARDO TORMO	COLEGIO	COLLADO MEDIANO
COLLANZO	COLMENAR VIEJO	CORIGOS	CORNELLÀ	CORTADURA	COSLADA	CREVILLET
CRISTALERÍA	CUATRO VIENTOS	CUBELLES	CURUXONA	DELICIAS	DESERTU-BARAKALDO	DOCE DE OCTUBRE
EL BARRIAL-CENTRO COMERCIAL POZUELO	EL CALEYO	EL CÁÑAMO	EL CASAR	EL ENTREGO	EL ENTREGO-LA OSCURA	EL ESTRECHO
EL GOLOSO	EL MASNOU	EL PAPIOL	EL PARADOR	EL PINILLO	EL POZO	EL PRAT DE LLOBREGAT
EL REBOLLAR	EL REMEDIO	EL ROMANÍ	EL VENDRELL	ELS MONJOS	EMBAJADORES	ESTADIO OLÍMPICO
ESTIVELLA-ALBAT DELS TARONGERS	FABRA I PUIG	FERROÑES	FIGAREDO	FIGARÓ	FUENCARRAL	FUENGIROLA
FUENTE DE LA MORA	GALAPAGAR-LA NAVATA	GALINDO	GALLARTA	GANZO	GARRAF	GARRAFE
GAVÀ	GELIDA	GETAFE CENTRO	GETAFE INDUSTRIAL	GETAFE SECTOR 3	GILET	GOLBARDO
GORNAZO	GRANOLLERS-CANOVELLES	GROS	GUADAJOZ	GUADALHORCE	GUARNIZO	GUDÍN LAMINACIÓN
GÜEÑES	HERNANI	HERRERA	HOSPITAL	IBARRA	IKAZTEGIETA	IÑARRATXU
INTXAURRONGO	ITSASONDO	JARAVÍA	JARDINES DE HÉRCULES	KASTREXANA	L'ALCÚDIA DE CRESPINS	L'ARBOÇ
L'ÈNOVA-MANUEL	L'HOSPITALET DE LLOBREGAT	LA CALZADA	LA CANTÁBRICA	LA CAVADA	LA COBERTORIA	LA COLINA
LA DEVESA	LA ESPERANZA	LA FELGUERA	LA FELGUERA NUEVO LANGREO/NUEVO LLANGRÉU	LA FLORIDA	LA FRECHA	LA GARENA
LA GARRIGA	LA GRANADA	LA HERRERA	LA HOYA	LA IBERIA	LA LLAGOSTA	LA LLOSA
LA LOSILLA	LA MATA DE LA RIBA	LA PEÑA DE BILBAO	LA PEREDA-RIOSAS	LA POBLA LLARGA	LA QUADRA	LA RAYA

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2026)

CATEGORY 6

LA RINCONADA	LA ROCICA	LA SERNA-FUENLABRADA	LA UNIÓN	LA UNIÓN VIEJA	LA VALCUEVA	LAGUNA
LAMBARRI	LANTUENO-SANTIURDE	LAS ÁGUILAS	LAS ALETAS	LAS FRAGUAS	LAS MARGARITAS	LAS MATAS
LAS RETAMAS	LAS ROZAS	LAS SEGADAS	LAS ZORRERAS-NAVALQUEJIGO	LAVERN-SUBIRATS	LAVIANA	LEGORRETA
LES FRANQUESES DEL VALLÈS	LES FRANQUESES-GRANOLLERS NORD	LES VALLS	LEVINCO	LEZO-RENTERÍA	LIÉRGANES	LLANO DEL BEAL
LLARANES	LLINARS DEL VALLÈS	LOIOLA	LOMBERA	LORCA-SAN DIEGO	LORIGUILLA-REVA	LOS ÁLAMOS
LOS BOLICHES	LOS CABOS	LOS CAMPOS	LOS CORROS	LOS COTOS	LOS MOLINOS-GUADARRAMA	LOS NEGRALES
LOS NIETOS	LOS NIETOS-PESCADERÍA	LOS NIETOS-VIEJOS	LOS PRADOS	LUGO DE LLANERA	LUGONES	LUJIAONDO
LUTXANA-BARAKALDO	MADRID-NUEVOS MINISTERIOS	MADRID-RECOLETOS	MAESTRA JUSTA FREIRE-POLIDEPORTIVO ALUCHE	MAJADAHONDA	MÁLAGA-CENTRO ALAMEDA	MALGRAT DE MAR
MANZANEDA	MAR	MARTORELL CENTRAL	MARTUTENE	MASSALFASSAR	MASSANASSA	MATARÓ
MATUECA	MECO	MEDIA LEGUA	MÉNDEZ ÁLVARO	MÉNDEZ ÁLVARO	MIERES VASCO	MIRASIERRA-PACO DE LUCÍA
MIRIBILLA	MOGRO	MOIXENT	MOLINS DE REI	MOLLEDO-PORTOLÍN	MOLLET-SANT FOST	MOLLET-SANTA ROSA
MONCÓFAR	MONTCADA-BIFURCACIÓ	MONTCADA I REIXAC	MONTCADA I REIXAC-MANRESA	MONTCADA I REIXAC-SANTA MARIA	MONTCADA-RIPOLLET	MONTEANA
MONTEMAR ALTO	MONTESA	MONTGAT	MONTGAT-NORD	MONTMELÓ	MOREDA DE ALLER	MORTERA
MÓSTOLES	MÓSTOLES-EL SOTO	MURIEDAS-BAHÍA	MUSKIZ	NAREDO	NAVAJAS	NOREÑA
NUBLED	NUEVA MONTAÑA	OCATA	OLABEAGA	OLLARGAN	OLLONIEGO	ONTORIA
ORCASITAS	ORDUÑA	ORMÁIZTEGUI	ORTUELLA	OTERO	OYANCO	PADRE PÍO-PALMETE
PALACIO DE CONGRESOS	PALAUTORDERA	PALAZUELO	PARBAYÓN	PARDAVÉ	PARETS DEL VALLÈS	PARLA
PARQUE POLVORANCA	PASAIA	PEDRÚN	PEÑA RUBIA	PEÑAULLÁN	PEÑOTA	PERLORA
PESQUERA	PIEDRAS BLANCAS	PINAR DE LAS ROZAS	PINEDA DE MAR	PIÑERES	PINTO	PINZALES
PIRÁMIDES	PITIS	PIZARRA	PLATJA DE CASTELLDEFELS	PLATJA I GRAU DE GANDIA	PLAZA MAYOR	PORTUGALETE
POZUELO	PREMIÀ DE MAR	PUENTE ALCOCER	PUENTE BURACOS	PUERTO DE NAVACERRADA	PUERTO LUMBRERAS	PUJAYO
PULPÍ	PUTXETA	RAÍCES	RAMÓN Y CAJAL	REGUERL	REQUEJADA	REQUENA

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2026)

CATEGORY 6

RIBERAS	RÍO EBRO	ROBLES	ROCA-CÚPER	RUBÍ CAN VALLHONRAT	SABADELL CENTRE	SABADELL NORD
SABADELL SUD	SAGRADA FAMILIA	SALBIO	SALINAS	SALTERAS	SAMA	SAMA LOS LLERONES
SAN ANTONIO	SAN ANTONIO DE REQUENA	SAN CRISTÓBAL DE LOS ÁNGELES	SAN CRISTÓBAL INDUSTRIAL	SAN ESTEBAN	SAN FERNANDO-CENTRO	SAN FERNANDO DE HENARES
SAN JERÓNIMO	SAN JOSÉ DE VALDERAS	SAN JUAN DE NIEVA	SAN MAMÉS	SAN MARTÍN	SAN PEDRO DE RUDAGÜERA	SAN PEDRO NORA
SAN RANÓN	SAN SALVADOR	SAN SEVERIANO	SAN VICENTE	SAN YAGO	SANLÚCAR LA MAYOR	SANT ADRIÀ DE BESÒS
SANT ANDREU DE LLAVANERES	SANT CUGAT COLL FAVÀ	SANT FELIU DE LLOBREGAT	SANT JOAN DESPÍ	SANT MARTÍ DE CENTELLES	SANT MIQUEL DE GONTERES	SANT POL DE MAR
SANT SADURNÍ D'ANOIA	SANTA ÁGUEDA	SANTA ANA-SOTO	SANTA CRUZ	SANTA CRUZ DE IGUÑA	SANTA CRUZ DE LLODIO	SANTA EUGENIA
SANTA EULALIA DE MANZANEDA	SANTA ISABEL DE QUIJAS	SANTA MARÍA DE GRADO	SANTA PERPÈTUA DE MOGODA LA FLORIDA	SANTA PERPÈTUA DE MOGODA RIERA DE CALDES	SANTA SUSANNA	SANTIAGO DEL MONTE
SANTIANES	SANTULLANO	SANTURTZI	SEGORBE-ARRABAL	SEGUR DE CALAFELL	SERÍN	SESTAO
SIERRA MINERA	SIERRAPANDO	SIETE AGUAS	SITGES	SOL	SOLARES	SOLLANA
SONEJA	SOTIELLO	SOTO DE REY	SOTO DEL BARCO	SOTO DEL HENARES	SOTRONDIO	SUECA
TAVERNES DE LA VALLDIGNA	TERRASSA EST	TOLOSA-CENTRO	TORDERA	TORRE BARÓ-VALLBONA	TORREBLANCA DEL SOL	TORREJÓN DE ARDOZ
TORRELLANO	TORRELODONES	TORREMOLINOS	TORREMUELLE	TOTANA	TRÁPAGA	TRASONA
TREMAÑES-CARREÑO	TREMAÑES-LANGREO	TRES CANTOS	TUDELA-VEGUÍN	TUILLA	UGAO-MIRABALLES	UJO TARUELO
UNIVERSIDAD-CANTOBLANCO	UNIVERSIDAD DE CÁDIZ	UNIVERSIDAD PONTIFICIA DE COMILLAS	URIESTE	URNIETA	UTIEL	VACARISSES
VACARISSES-TORREBLANCA	VALDEBEBAS	VALDELAGRANA	VALDELASFUENTES	VALDEMORO	VALDEPIÉLAGO	VALDERILLA
VALDESOTO	VALÈNCIA SANT ISIDRE	VALENCINA-SANTIPONCE	VALLADA	VALLE DE TRÁPAGA/ TRAPAGARAN	VALLECAS	VEGARROZADAS
VENTA MINA-SIETE AGUAS	VENTAS DE IRÚN	VERIÑA	VIC	VICÁLVARO	VICTORIA KENT	VIÉRNOLES
VILADECANS	VILADECAVALLS	VILAFRANCA DEL Penedès	VILASSAR DE MAR	VILLA ROMANA	VILLABONA DE ASTURIAS	VILLABONA TABLADIELLO
VILLALEGRE	VILLALLANA	VILLANUEVA DEL ARISCAL Y OLIVARES	VILLAQUILAMBRE	VILLASINTA	VILLVERDE ALTO	VILLVERDE BAJO
VIOÑO	VIRGEN DE LA PEÑA	VISTA ALEGRE	XERACO	XIRIVELLA-ALQUERIES	XIVARES	XIXÚN
YUGUEROS	ZABALBURU	ZANZABORNÍN	ZARZAQUEMADA	ZORROTZA	ZURITA	

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 get-ting 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	-	-	-	-	-	

In 2026, the fee rates will be those contained in the most recent regulation published in the Spanish Official State Gazette and in force.

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 relevance is the requirement that Railway Undertakings (RUs) inform the Infrastructure Manager, as early as possible, of the scheduling of high-capacity and high-occupancy trains. These are trains offering more than 800 seats and carrying 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 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.

A maximum period of 30 minutes is established for railway undertakings to carry out the verification of the commercial conditions under which their customers are travelling. For the purpose of better managing passenger flows at stations, any modification of this general criterion shall be analysed and, where appropriate, agreed between the railway undertakings and the station managers at the stations where operations are carried out.

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.

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 Annex C.

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

The requests subject to a coordinated process shall be digitally sent and signed, and for the models published in the NS for every service, being able to make the request for the same service for several stations in a single model, provided that every request is perfectly detailed. In this case, the request may be processed in a single file, although every request shall have its own record 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 to 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 shall send the request for capacity or service by telematic means to Adif e-office: <https://sede.adif.gob.es/opencms/system/modules/sede/index>

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

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, Article 8.3, if the request does not contain all the information required and necessary to take a decision, the railway infrastructure manager shall inform the railway undertaking accordingly, the client will have a maximum period of 5 working days from after receiving the delivery confirmation to complete the information. If the documentation is not submitted within this time limit, the request is deemed rejected.

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	

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.

1.3.2. 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 (*):

- 1º 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.

The calculation of trains with scheduled stops at the station will be made based on the term of the request associated with a priority criterion (Framework Agreement, hours of service or Concerted Adjustment), including those considered long distance and intercity.

In cases where prior contracts exist with railway undertakings but requests are made for spaces associated with basic services, the railway infrastructure manager may require the modification of the capacity granted in order to accommodate 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) REST AREA FOR EE.FF. 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 **Annex C**

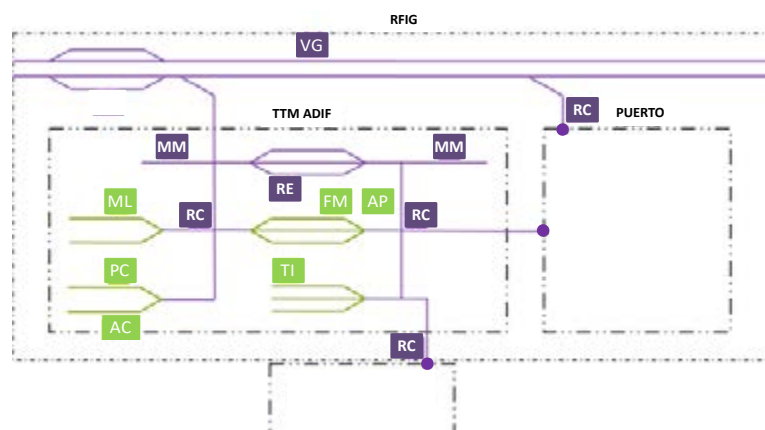
7.3.3. FREIGHT TERMINALS

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 the Infrastructure Manager participates as an active agent in the multimodal transport chain, through the administration of the railway infrastructure entrusted to it, and in particular, of the freight terminals (FT) it owns.

Figure 1. Functional Scheme of an Adif Freight Terminal (TTM ADIF)



Freight terminals, which are part of the multimodal transport chain, as shown in the illustrative figure, are a set of rail infrastructures and service facilities designed to offer services related to logistics and rail transport activity.

The following is a definition of the infrastructure and service facilities that make up a Freight Terminal 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.- Within the service facilities of a Freight Terminal, two types of facilities are distinguished (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:

- a) Marshalling yards and train setting, including shunting facilities (FM)
- b) Rail equipment stabling/siding (AP)
- c) Other technical facilities for rolling stock maintenance, cleaning, washing, etc. (ML)
- d) Fuel Supply Facilities (AC)

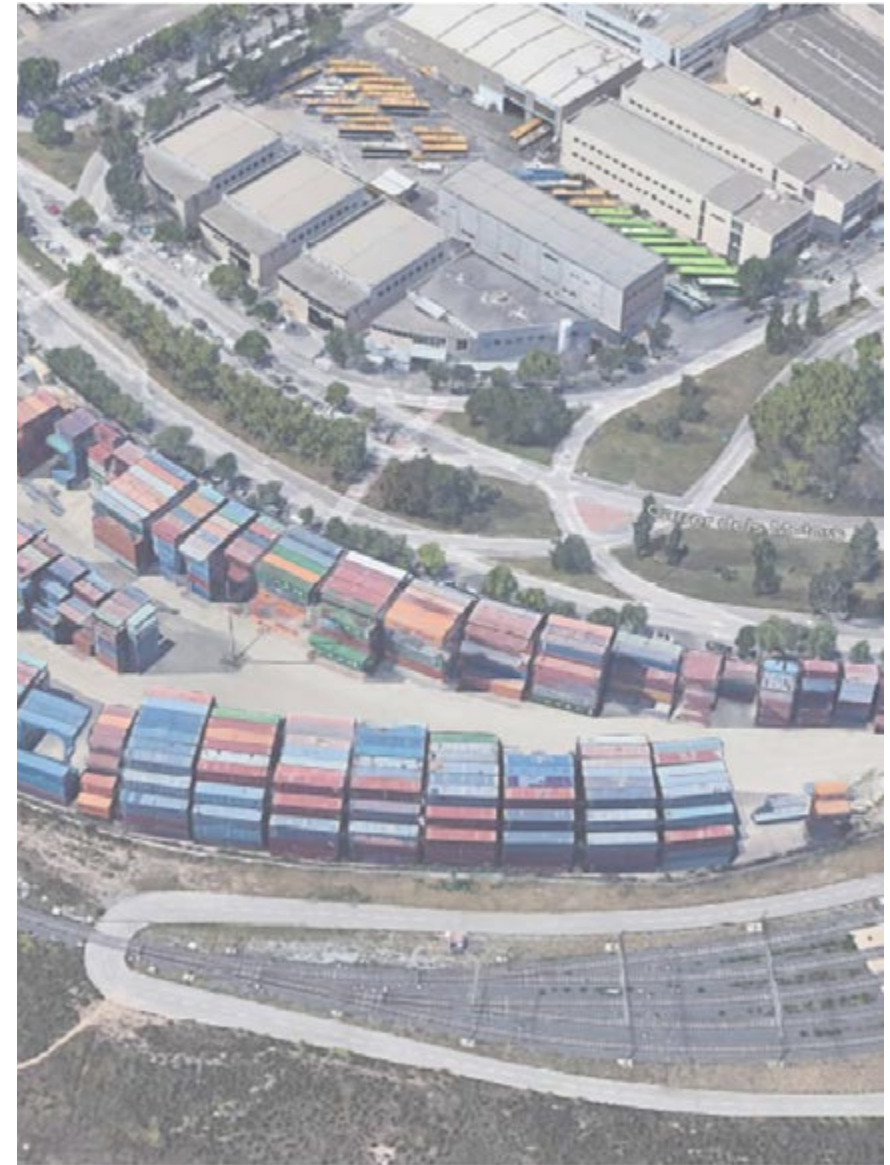
Logistics Facility: Those service facilities which, through the execution of a set of operations on the freight, facilitate modal interchange. According to their functionality, a distinction is made between the following service facilities, as defined in sections 7.3.13 and 7.3.14:

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.

To promote and for different Clients to use these Service Facilities, Adif provides a descriptive information of its service facilities in the description leaflets of service facilities available on PISERVI application, which is annexed to this NS and in the link indicated in the following section, also in section 7.3.1., this chapter specifies the procedure to allocate capacity and the Terms of Use of said facilities.



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 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 Transport Terminals:

Service Offer

BASIC SERVICES	FREIGHT TERMINALS
SB-1	Allocation of capacity in the facilities that make up the freight terminals: storage sidings, formation, shunting, loading and unloading.
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 Article 96.1 of the LSF, infrastructure managers shall receive from railway undertakings using the lines of the General Interest Rail Network (RFIG), as well as passenger stations, freight terminals and other service facilities, payment of the fees regulated in this section, which shall be referred to as railway fees.

With the entry into force of the new wording of Article 100 (in accordance with the amendment to Spanish Law 38/2015 of 29 September on the Railway Sector, operated by Spanish Law 26/2022 of 19 December), it is established that the rates will be determined by the Railway Infrastructure Administrators, approving a regulation adopted by its Board of Directors, which must be published in the Spanish Official State Gazette (BOE) and included in the Network Statement.

The amount of charges required for the use of service facilities owned by the general railway infrastructure managers shall not exceed the cost of providing them plus a reasonable profit, in accordance with Article 98 of the LSF.

During the 2027 financial year, the charge tariffs included in the Regulations on the determination of charges published in the State Official Gazette and in force during the year shall apply.

The taxable event for the charges referred to in Article 98 shall be the use of service facilities whose management is reserved exclusively to the general infrastructure managers, under the following modalities related to rail freight transport:

- a) Tariff for using passenger transport stations (mode A).
- b) Tariff for using other service facilities of the infrastructure general manager (modality B). This mode includes using storage sidings, train setting and shunting, maintenance, washing and cleaning, and fuel supply. Also included in this modality are the use of tracks at passenger stations, i.e. storage sidings and to perform certain operations.

The following tariff modes are distinguished:

- **Mode B1** - Use of storage sidings, train setting and shunting, maintenance, washing, cleaning and fuel supply.
- **Mode B2** - Passenger station tracks used as storage sidings.
- **Mode B3** – Tracks used to perform certain operations, dividing these into 2 types:
 - **1st Type A:** Minimum internal and/or exterior train cleaning (front and door windows)
 - **2nd Type B:** Operations of onboard loading and unloading services, using water intakes, fuel facilities, electric outlets, WC emptying facilities, and equipment used.

- c) Tariff for using loading points owned by general infrastructure managers (mode C). This mode includes using freight loading and unloading tracks.

These tariffs do not include the service of power supply, water, diesel, telephone or any other supply or service. These shall be paid as obliged for the costs of consumption or supplies provided by the rail infrastructure manager.

Under modalities B and C, provided that the facility is not saturated, the facility may be used by several applicants for the same period of time, even if it has initially been allocated to a main applicant.

The application criteria shall be determined by the infrastructure managers.

Railway undertakings using the service facilities corresponding to each modality shall be considered parties liable for payment of this charge. Under modalities B and C, other applicants shall also be considered liable parties, such as owners of railway rolling stock, transport agents, shippers, combined transport operators, as well as other service providers.

The tax period shall coincide with the calendar month.

The charge shall accrue on the last day of the tax period.

These modalities shall be attributed to the tax period in which the service facilities are used or could have been used.

Notifications of railway charge settlements shall be made preferentially by electronic means and, in any event, where the interested party is required to receive them by this means.

Payment shall be made within twenty working days from notification, by bank transfer to the account of the credit institution providing treasury services to this Administration, which shall be indicated in the settlement. Payment shall be deemed to have been made on the date on which the corresponding amount is credited to the indicated account, in accordance with Article 37 of the General Collection Regulation.

The enforcement period for collection shall commence on the day following the expiry of the aforementioned time limit, and, from the start of that period, enforcement surcharges shall accrue, in accordance with the provisions of the General Tax Law and the General Budgetary Law.

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
	During the 2027 financial year, the charge tariffs included in the most recent Regulations published in the State Official Gazette and in force shall apply..

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:

1. Diesel fuel B for traction purchase management.
2. Service associated facilities maintenance.
3. Dispensing diesel fuel B for traction.
4. Management inherent in service provision.

C. INVOICING UNIT: M 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/servicios/mercancias/prestacion-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 2026, as follows

SB-2	FUEL SUPPLY	2024 PRICES
Product cost	Cubic meter supplied	Actual Cost €/m ³
Supply service prices	Cubic meter supplied	74.6728 €/m ³

* A price review shall be carried out and the price shall be updated, with effect from 1 January 2027, once the estimated number of litres for the year 2026 is available, which is expected to be determined in September of that year. The update shall be communicated to all railway undertakings in October 2026.

SB-3 Handling Intermodal Transport Units ITUs

A. DESCRIPTION: This service consists of loading and unloading Intermodal Transport Units (ITUs)

B. LINKED OPERATIONS:

1. Control of ITUs entering or departing the Facility
2. Execution of ITU loading/unloading from truck to wagon and vice versa, as well as between wagons managed by the same client (transshipment)
3. 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 2027 to 31 December 2027 are as follows.

SB-3	HANDLING OF INTERMODAL TRANSPORT UNITS	INVOICING UNIT	2025 PRICES
REDUCED PRICE	ITU between 0 and 2 days of transit	ITU	30.00 €/UTI
MAXIMUM PRICE	ITU transit up to 7 days	ITU	44.00 €/UTI
ADDITIONAL HANDLING	Over 7 transit days	ITU	30.00 €/UTI €
TRANSIT EXCESS	Over 7 transit days	ITU/DAY	7.00 €/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 THE PROVISION OF THE SERVICE: The prices for the provision of the basic shunting service and other train operations, in force from 1 January 2027 until 31 December 2027, shall be as follows:

BASIC OPERATIONS	PRICES YEAR 2027
Ground operations	62 €/h
Shunting driving operations	148 €/h
Overall shunting operations	200 €/h

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 timetable

A. DESCRIPTION: : This service meets the requests to open the service outside the timetable 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 timetable by means of a prior request, with a minimum of 4 hours before the end of the timetable in said working day, for ADIF to analyse it and approve it, if possible.

This opening model shall only apply to extended timetable, 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:

- a) An invoicing unit is the price of the basic ground operation that appears in the shunting service catalogue (published on Adif website).
- b) Opening service outside the timetable, in any mode, will be invoiced separately from the service invoices during the opening requested by the client and approved by ADIF.
- c) 2 hours is the minimum invoicing unit for an opening extending the service schedule.
- d) The invoicing unit for an extraordinary opening mode, in all cases, is 8 hours.
- e) 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.

- f) 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.

Information available in the PISERVI application. A List of Service Facilities is annexed to this Network Statement.

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.

Shunting is listed in the catalogue of capacity offer for service facilities, which is available as an annex to this NS, as well as the equipment, which the client shall take into account, for its impact when planning the operations.

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).

Storage 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 capacity offer for service facilities, which shall be taken into account by the client, for the potential impact upon 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.

Priority for siding shall be given to rolling stock linked to the productive cycle. The infrastructure manager shall designate and promote, outside freight terminals and passenger stations, other service facilities with storage sidings particularly suitable for the long-term siding of railway rolling stock, that is, outside the productive cycle.

Long-term siding of rolling stock shall be understood to mean siding that exceeds or is expected to exceed one month and that is outside the transport cycle.

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.

The storage sidings are listed in the Capacity Offer catalogue for service facilities, which is available as an Annex to this Network Statement, together with their equipment, which shall be taken into account by the customer due to the impact it may have on the planning of its operations.

7.3.6. FACILITIES FOR ROLLING STOCK MAINTENANCE

The list of Rolling Material Maintenance Centres, whether connected or not to the General Interest Rail Network, can be found on PISERVI application, available on the Infrastructure Manager's 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.

On the list, for each center is provided, among others, the following data:

- Community
- Name.
- Facility Operator
- Type of Facility

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 capacity offer for service facilities enable these operations, such as lighting, pits, supply points, ..., which shall 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, consult the Maps and Descriptive Leaflet of service facilities included on PISERVI application, which are available on the Infrastructure Manager's website as an annex 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.

In cases where customer communications involve coinciding time slots, priority shall be given to those submitted first, provided that the supply means required to carry them out is available at the facility.

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 B 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 supply routes and their equipment are listed in the catalogue of supply capacity at service facilities, which is available as an annex to this NS.

For additional information see 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 The Ministry of Transport And Sustainable Mobility, 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 The Ministry of Transport And Sustainable Mobility, 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 with the General Interest Rail Network, see Maps, and PISERVI application, in document attached to this NS.

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 The Ministry of Transport And Sustainable Mobility.

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, 61 privately owned rail infrastructure connections to the RFIG have been authorized, and shall be managed by the infrastructure manager. As of July 31, 2023, there are 160 private derivations in commercial operation on conventional lines (13 private for public use) and 6 on metric gauge lines

The descriptive leaflets of Service Facilities are available on PISERVI application, annexed to this Network Statement, specifying if they are located on lines with conventional gauge or on lines with metric gauge, which are classified, according to 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. LINE CHANGERS

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.

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.

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 Operaciones y Explotación
Paseo del Rey, 32 Planta baja 28008 Madrid

Attached to this NS is the document Maps, showing gauge changing facilities, along with the gauge type information of every line and on PISERVI application you'll find the specific information of these Facilities.

The following lists all gauge changers by specifying their location:

PROVINCE	TECNOLOGY	TYPE	CHANGER
CÓRDOBA	TALGO CAF	DUAL VERTICAL	Alcolea de Córdoba
MÁLAGA	TALGO CAF	2 DUAL VERTICAL CHANGERS	Antequera, por Antequera Sta. Ana
SEVILLA	TALGO CAF	2 SIMPLE CHANGERS	Majarabique por Sevilla Sta. Justa
ALBACETE	TALGO CAF	Dual Horizontal	Albacete
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
GRANADA	TALGO	SIMPLE	Granada

Bogie and Axle Changers

These are facilities to change bogies or axles of wagons (currently only for freight traffic) by means of a system to lift the wagon and replace the rolling with another of the corresponding gauge. Currently, the management of axle changing facilities at the border is located at loading terminals in Hendaye and Cerbère (France) and it is being provided by the company TRANSFESA. Map 6, annexed to this NS, shows axle changers and bogies, Hendaye and Cerbère, and on PISERVI application, the specific information of these facilities.

Spain/France axle changer

Hendaya (Transfesa) on Irún/France

Cerbère 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 this type of service facilities.

For more information see PISERVI application.

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 capacity offer for service facilities and on PISERVI application to facilitate loading and unloading operations, i.e., loading ramps and docks, unloading pits, and these shall be considered by the client, for the impact on 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	●	●	●	●	●
ALCÁZAR DE SAN JUAN	Vestíbulo	●	●	●	●	●
ALGECIRAS	Atención al Cliente ADIF	●	●	●	●	●
ALMERÍA	Atención al Cliente ADIF	●	●		●	●
AVILA	Vestíbulo	●	●	●	●	●
BADAJOS	Vestíbulo	●	●	●	●	●
BILBAO - ABANDO	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
BURGOS ROSA MANZANO	Atención al Cliente ADIF	●	●	●	●	●
CÁDIZ	Vestíbulo	●	●	●	●	●
CARTAGENA	Centro Asistencia PMR ADIF	●	●	●	●	●
GIJÓN	Atención al Cliente ADIF	●	●	●	●	●
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	●	●	●	●	●

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
OVIEDO	Vestíbulo	●	●	●	●	●
PAMPLONA	Atención al Cliente ADIF	●	●		●	●
SALAMANCA	Atención al Cliente ADIF	●	●	●	●	●
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	•	•		•	•
ARÉVALO		•	•	•	•	•
ASTORGA		•	•	•	•	•
BALSICAS - MAR MENOR		•	•		•	•
BARCELONA FRANÇA		•	•	•	•	•
BENICARLÓ-PENÍSCOLA		•	•	•	•	•
BENICASSIM		•	•	•		•
BOBADILLA		•	•		•	•
BRIVIESCA		•	•		•	•
CALAHORRA		•	•		•	•
CALLOSA DE SEGURA-COX		•	•	•	•	•
CAMPUS UNIVERSIDAD DE RABANALES				•	•	
CASTEJÓN DE EBRO		•	•		•	•
CORTES DE NAVARRA		•	•		•	•
CULLERA		•	•	•	•	•
DAIMIEL		•	•	•	•	•
ELDA-PETRE		•	•	•	•	•
ESPELUY		•	•		•	•

STATION	MEETING POINT	STATION ACCESSIBILITY				
		PARKING PLACE	LOBBY AND SHOPPING AREA	BETWEEN PLATFORMS	TOILETS	WHEELCHAIR
FERROL	VESTÍBULO	•	•	•	•	•
FIGUERES		•	•	•	•	•
FLAÇÀ		•	•	•	•	•
GANDÍA		•	•	•	•	•
L'ALDEA AMPOSTA TORTOSA		•	•	•		•
LA PALMA DEL CONDADO			•		•	•
LEBRIJA		•	•	•	•	•
MANZANARES		•	•	•	•	•
MATAPORQUERA		•	•		•	•
MEDINA DEL CAMPO		•	•		•	•
MIERES PUENTE		•	•	•	•	•
MONTIJO		•	•		•	•
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	•	•		•	•
SALOU-PORT AVENTURA				•		•
PORTBOU			•		•	•
PUERTO DE SANTA MARÍA		•	•	•	•	•
REDONDELA AV		•	•	•	•	•
REUS		•	•	•	•	•
RONDA		•	•	•	•	•
SAGUNTO / SAGUNT		•	•	•	•	•
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
VALDEPEÑAS	VESVÍSTIBULO	•	•		•	•
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_ Reference Documentation

E_ Glossary

F_ Catalogue of Axles and Lines on the RFIG

G_ Average Capacity of Adif Main Lines

H_ Classification of Lines by Types

I_ Contractual Models

J_ Dispute Resolution Procedure

K_ Information Exchange



Annex A

Working Timetable

2026/2027 and 2027/2028

- On Sunday 13 December 2026 begin 2027 new Timetable, valid until Saturday, 11 December 2027.
- On Sunday, 12 December 2027, begin 2028 new Timetable, valid until Saturday, 09 December 2028
- The Timetable 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.

2026

JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
Mo Tu We Th Fr Sa Su 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	Mo Tu We Th Fr Sa Su 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	Mo Tu We Th Fr Sa Su 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	Mo Tu We Th Fr Sa Su 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	Mo Tu We Th Fr Sa Su 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	Mo Tu We Th Fr Sa Su 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
JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Mo Tu We Th Fr Sa Su 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	Mo Tu We Th Fr Sa Su 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	Mo Tu We Th Fr Sa Su 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	Mo Tu We Th Fr Sa Su 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	Mo Tu We Th Fr Sa Su 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	Mo Tu We Th Fr Sa Su 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



2027

JANUARY						
Mo	Tu	We	Th	Fr	Sa	Su
				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

FEBRUARY						
Mo	Tu	We	Th	Fr	Sa	Su
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

MARCH						
Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
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AUGUST						
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NOVEMBER						
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DECEMBER						
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MAIN MILESTONES:

WORKING TIMETABLE 2026-2027		SCHEDULE AGREED ADJUSTMENT		MONTHLY ADJUSTMENT		
		2026		2027	2026	2027
13-dec-26	2026 /2027 Start of Timetable	14-jun-26	Agreed Adjustment	13-jun-27	01-feb-26	07-feb-27
29-mar-26	Limit for requests	14-feb-26	Requests	13-feb-27	01-mar-26	07-mar-27
13-apr-26	Limit for international requests	14-mar-26	Provisional capacity allocation	13-mar-27	05-apr-26	04-apr-27
29-may-26	Provisional capacity allocation	29-mar-26	End of the claim period	28-mar-27	03-may-26	02-may-27
28-jun-26	End of the claims period	14-apr-26	Final capacity allocation	13-apr-27	02-aug-26	01-aug-27
06-jul-26	Provisional allocation of international capacity	29-apr-26	Train Announcement	28-apr-27	06-sep-26	05-sep-27
29-jul-26	Final allocation of national capacity	14-may-26	Notification of the notice of trains to applicants	13-may-27	04-oct-26	03-oct-27
31-jul-26	Communication of the notice of national capacity by applicants				01-nov-26	07-nov-27
06-aug-26	Notification of the notice of national capacity to applicants					
07-aug-26	End of the period for international objections					
24-aug-26	Final allocation of international capacity					
26-aug-26	Communication of the notice of international capacity by applicants					
01-sep-26	Notification of the notice of international capacity to applicants					

Note:

- International dates are aligned with the bilateral agreements signed between the cross-border Infrastructure Managers, with the RNE calendar, as well as with the Capacity Allocation Framework of the International Rail Freight Corridors.
- Other dates may be designated for Coordinated Adjustments when new infrastructure comes into operation. Such dates will be communicated with due notice.



2027

JANUARY						
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NOVEMBER						
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JANUARY						
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SEPTEMBER						
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OCTOBER						
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DECEMBER						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAIN MILESTONES:

WORKING TIMETABLE 2027-2028		SCHEDULE AGREED ADJUSTMENT		MONTHLY ADJUSTMENT	
		2027		2028	
12-dec-27	2027 /2028 Start of Timetable	13-jun-27	Agreed Adjustment	11-jun-28	07-feb-27
28-mar-27	Limit for requests	13-feb-27	Requests	11-feb-28	07-mar-27
28-may-27	Provisional capacity allocation	13-mar-27	Provisional capacity allocation	11-mar-28	04-apr-27
27-jun-27	End of the claims period	28-mar-27	End of the claim period	26-mar-28	02-may-27
28-jul-27	Asignación definitiva de capacidad	13-apr-27	Final capacity allocation	11-apr-28	01-aug-27
30-jul-27	Train announcement	28-apr-27	Train Announcement	26-apr-28	05-sep-27
05-aug-27	Notification of the train announcement to the candidates	13-may-27	Notificación del anuncio de trenes a los candidatos	11-may-28	03-oct-27
					07-nov-27
					06-feb-28
					05-mar-28
					02-apr-28
					07-may-28
					06-aug-28
					03-sep-28
					01-oct-28
					05-nov-28

Note:

- Other dates may be designated for Concluded Adjustments, when new infrastructures are commissioned.
- These dates will be communicated in advance.

Annex B

2026/2027 International Path Catalogue

CORRIDOR PATHS: HENDAYA-IRÚN-MADRID-ALGECIRAS / FUENTES DE OÑORO-VILAR FORMOSO (ATLANTIC CORRIDOR).

Track number	Madrid-Abroñigal	Grisén	Irún	Connections	Load, Length and Locomotive Type
40166/7(1)	23:05	04:48	10:17	Ludwigshafen/Mannheim	1130tn 450m Loc253
Track number	Connections	Irún	Grisén	Madrid-Abroñigal	Load, Length and Locomotive Type
40908/9 (1)	Ludwigshafen/Mannheim	11:20	17:07	22:20	1080t 450mLoc 253
Track number	Algeciras	Madrid-Abroñigal	Irún	Connections	Load, Length and Locomotive Type
40197/6 (1)	17:04	10:36	22:22	Tourcoing/Amberes	1060t, 450m, Loc 335/253 1130t, 450m, Loc 253
Track number	Connections	Hendaya	Ciempozuelos	Algeciras	Load, Length and Locomotive Type
40612/1	Einsiedlerhof	18:05	06:53	08:40 (+1)	1080t, 450m, Loc 253 1080t, 450m, Loc 253
Track number	Vicálvaro Cl.	Miranda de Ebro	Hendaya	Connections	Load, Length and Locomotive Type
40161/0	00:28	07:48	12:25	Tourcoing/Amberes	1080t 450m Loc 253

Track number	Connections	Irún	Grisén	Madrid-Abroñigal	Load, Length and Locomotive Type
40194/5 (1)	Tourcoing/Amberes	09:10	15:15	19:41	1080t 450m Loc 253
Track number	Villafra	-	Hendaya	Connections	Load, Length and Locomotive Type
40661/0	12:03	-	16:26	Hendaya/Lyon Sibelin	1080 t 450m Loc 253
Track number	Connections	Hendaya	-	Villafra	Load, Length and Locomotive Type
40668/9	Lyon Sibelin/Hendaya	18:02	-	22:56	1080t 450m Loc 253
Track number	Zaragoza (Grisén)	Pamplona	Hendaya	Connections	Load, Length and Locomotive Type
40831/0	12:58	14:58	19:00	Ludwigshafen/Mannheim	1080 t 450m Loc 253
40961/0	-	13:00	16:23	Forbach/Mannheim	1080t 450m Loc 253
Track number	Connections	Hendaya	Altsasu	Zaragoza (CIM)	Load, Length and Locomotive Type
40950/1	Forbach/Mannheim	11:03	13:34	17:20	1080 t 450m Loc 253

(1) Shared Path with Mediterranean corridor between Madrid and Grisén..

CORRIDOR PATHS: BADAJOZ-MÉRIDA (ATLANTIC CORRIDOR).

Track number	Madrid-Abroñigal	Grisén	Irún	Connections	Load, Length and Locomotive Type
40321/0	05:15	10:31	16:22	Forbach/ Mannheim	1080t 450m Loc 253
Track number	Connections	Hendaya	Grisén	Ciempozuelos	Load, Length and Locomotive Type
40614/3	Somain	21:16	2:53 (+1)	7:25 (+1)	1080t 450m Loc 253
Track number	Bilbao	Miranda de Ebro	Hendaya	Connections	Load, Length and Locomotive Type
40662/3	14:00	16:45	20:05	Hendaya/ Saarbrücken	1240t 450m Loc 253
Track number	Connections	Hendaya	Miranda de Ebro	Bilbao	Load, Length and Locomotive Type
40610/1	Hendaya/ Saarbrücken	16:01	19:35	22:25	1080t 450m Loc 253
Track number	Vilar Formoso	Medina del Campo	Hendaya	Connections	Load, Length and Locomotive Type
40962/3	01:31	05:35	12:58	Lisboa, Leixoes, Hendaya	1200t, 450m, Loc 335 1200t, 450m, Loc 253
Track number	Connections	Hendaya	Medina del Campo	Vilar Formoso	Load, Length and Locomotive Type
40814/5	Lisboa, Leixoes, Hendaya	05:11	12:17	15:30	1080t, 450m, Loc 253 1080t, 450m, Loc 335
Track number	Salamanca	-	Vilar Formoso	Connections	Load, Length and Locomotive Type
40940/1	09:25	-	11:40	Entroncamento	1970t 450m Loc333 (DT)
Track number	Connections	Vilar Formoso	-	Salamanca	Load, Length and Locomotive Type
40944/5	Entroncamento	12:35	-	14:26	500 t 450 m Loc 333
Track number	Vilar Formoso	Medina del Campo	Madrid Abroñigal	Connections	Load, Length and Locomotive Type
40206/7	02:40	06:55	11:49	Entroncamento/ Lisboa	1060t 480m Loc333
Track number	Connections	Madrid Abroñigal	Medina del Campo	Vilar Formoso	Load, Length and Locomotive Type
40023/2	Entroncamento/ Lisboa	16:40	22:15	01:37 (+1)	1060 t 480 m Loc 333

Track number	Mérida	Badajoz	Badajoz (Frontera)	Connections	Load, Length and Locomotive Type
40816	05:07	06:10	06:17	Entroncamento/ La Salud	1410 t 450 m Loc 335
Track number	Connections	Badajoz (Frontera)	Badajoz	Mérida	Load, Length and Locomotive Type
40819	Entroncamento/La Salud	01:38	2:40	03:33	1410 t 450 m Loc 335



CORRIDOR PATHS: CERBERE-PORTBOU-BARCELONA-ALGECIRAS-ALMERÍA / MADRID (MEDITERRANEAN CORRIDOR).

Track number	Grisén	Tarragona	Cerbere	Connections	Load, Length and Locomotive Type
40882/3	19:17	02:32 (+1)	06:52 (+1)	Lyon y Forbach	960t 450m Loc 253
Track number	Connections	Cerbere	Tarragona	Grisén	Load, Length and Locomotive Type
40586/7	Lyon y Forbach	00:46	04:29	09:26	960t 450m Loc 253
Track number	Algeciras	Vicálvaro Cl.	Cerbere	Connections	Load, Length and Locomotive Type
40152/3(2)	17:04	12:30	03:55	Lyon / Modane	1060 t, 450 m, Loc 335/253 960 t 500m Loc 253
Track number	Connections	Cerbere	Vicálvaro Cl.	Algeciras	Load, Length and Locomotive Type
40512/3(2)	Lyon / Modane	22:12	12:31 (+1)	08:40	1080 t, 450m, Loc 253 1080 t, 450 m, Loc 253/335
Track number	Almería	Vicálvaro Cl.	Cerbere	Connections	Load, Length and Locomotive Type
40152/3 (2)	19:30	12:30 (+1)	03:55 (+2)	Lyon / Modane	750 t, 430 m, Loc 335 960 t, 450 m, Loc 253
Track number	Connections	Cerbere	Vicálvaro Cl.	Almería	Load, Length and Locomotive Type
40512/3 (2)	Lyon / Modane	22:12	12:31(+1)	10:40 (+2)	1080 t, 450 m, Loc 253 960 t 430 m Loc 335

CORRIDOR PATHS: FIGUERES V.-BARCELONA (MEDITERRANEAN CORRIDOR).

Track number	Barcelona M. / CT.	Figueras V.	Lím. Adif-TP Ferro	Connections	Load, Length and Locomotive Type
40117	03:52	06:33	06:39	Ludwigshafen	1500t 750 m Loc 256
40139	04:26	06:59	07:06	Brujas	1500t 750 m Loc 256
40199	08:46	11:22	11:27	Lyon, Forbach	1500t 750 m Loc 256
40135	11:22	14:09	14:14	Mannheim, Lahr	1500t 750 m Loc 256
40261	15:05	17:58	18:03	Ludwigshafen	1500t 750 m Loc 256
40195	19:50	23:03	23:08	Amberes	1500t 750 m Loc 256
Track number	Connections	Lím. Adif-TP Ferro	Figueras V.	Barcelona M. / CT.	Load, Length and Locomotive Type
40186	Amberes	05:39	05:46	08:44	1500t 750 m Loc 256
40246	Ludwigshafen	11:06	11:13	14:17	1500t 750 m Loc 256
40188	Lyon, Forbach	19:35	19:41	22:12	1500t 750 m Loc 256
40234	Einsiedlerhof	20:13	20:38	23:03	1500t 750 m Loc 256
40248	Ludwigshafen	21:39	21:46	00:24	1500t 750 m Loc 256
40144	Amberes	22:07	22:13	00:55	1500t 750 m Loc 256

(2) Shared paths with 40197/6 and 40612/3 in Atlantic corridor.

Annex C

Request forms:

- * Infrastructure Capacity
- * Capacity at Service Facility
- * Infrastructure Capacity Study
- * Basic Services
- * Ancillary Services

Available on the following link:

Request Forms



Annex D

REFERENCE DOCUMENTATION

Updated December, 2025.

INTERNATIONAL LAW

Convention concerning International Carriage by Rail (COTIF), COTIF 1999: Convention concerning International Carriage by Rail, signed in Bern on 9 May 1980, and amended by the Vilnius Protocol of 3 June 1999.

https://otif.org/en/?page_id=172

Amendment to the Standards on International Carriage of Dangerous Goods by Rail (RID 2025), Annex C to the Convention on International Carriage by Rail (COTIF), signed in Bern on 9 May 1980, with the Amendments adopted by the Committee of Experts for the Carriage of Dangerous Goods by Rail at its 58th session, held in Bern on 23 May 2024.

State Official Gazette 123, of 22 May 2025.

International agreements.- Information on the entry into force of the agreement on 1 July, 2011, between the European Union and Intergovernmental Organization for International Carriage by Rail of accession in the European Union to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, as amended by Vilnius Protocol of 3 June 1999. Information on the entry into force as of 1 July 2011.

OFFICIAL JOURNAL OF THE EUROPEAN UNION, 13 July 2011.

International Convention on the Harmonization of Frontier Controls of Freight Goods (Harmonization Convention), Geneva 21 October 1982, amending Annex 9 "Streamlining border crossing procedures for international rail freight transport".

Amendment to the OFFICIAL JOURNAL OF THE EUROPEAN UNION, of 30 November 2011



EUROPEAN REGULATION

1. - REGULATION

Regulation (EEC) Nr. 1108/1970, of the Council of 4 June 1970, On an accounting of costs related to infrastructures of transport by rail, road and inland waterways.
OFFICIAL JOURNAL OF THE EUROPEAN UNION L 130 of 15 June 1970.

Regulation (EU) 2023/144 of the European Parliament and of the Council of 18 January 2023 repealing Council Regulation (EEC) No 1108/70 establishing accounts for expenditure on transport infrastructure by rail, road and inland waterway, and Commission Regulation (EC) No 851/2006 concerning the specification of the content of the various items in the accounting schemes set out in Annex I to Council Regulation (EEC) No 1108/70.

Regulation (EC) 332/2007 of the Commission of 27 March 2007. On the technical arrangements for transmission of statistics on rail transport.
OFFICIAL JOURNAL OF THE EUROPEAN UNION L 56 of 29 February 2008.

Regulation (EC) 1370/2007 of the European Parliament and of the Council, of 23 October 2007. Regarding public passenger transport services by rail and by road and repealing Council Regulations (EEC) Nos.1191/69 and (EEC) 1107/70.
OFFICIAL JOURNAL OF THE EUROPEAN UNION L 315, of 3 December 2007.
M1 Regulation (EU) Nr 2338/2016 of the European Parliament and the Council of 14 December 2016.

Regulation (EC) 451/2008 of the European Parliament and of the Council of 23 April 2008, setting a new statistical classification of products by activity (CPA), and repeals (EEC) Regulation No 3696 / 93 of the Council 7.
OFFICIAL JOURNAL OF THE EUROPEAN UNION L 145, of 4 June 2008.

Regulation (EC) 169/2009 of the Council, of 26 February 2009, Applying the rules of competition to rail, road and inland waterway transport sectors.
OFFICIAL JOURNAL OF THE EUROPEAN UNION L 61/1 of 5 March 2009.

Regulation (EU) 36/2010 of the Commission, of 3 December, 2009. Regarding European Community train driving license models, supplementary certificates, certified copies of supplementary certificates and application forms for train driving licenses, pursuant to Directive 2007/59/ EC of the European Parliament and Council.
OFFICIAL JOURNAL OF THE EUROPEAN UNION L 13/1 of 19 January, 2010.
Amended by: M1 REGULATION (EU) Nr. 519/2013 OF THE COMMISSION of 21 February, 2013.
Corrected by: C1 Corrigendum OJ L 286, 4.11.2010, p.22 (36/2010).

Regulation (EU) No. 913/2010 of the European Parliament and Council, of 22 September, 2010 Regarding a European rail network for a competitive freight transport.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 276/22 of 20 October 2010.

Amended by: Regulation (EU) 2024/1679 of the European Parliament and of the Council of 13 June 2024 on Union guidelines for the development of the trans-European transport network, amending Regulation (EU) 2021/1153 and Regulation (EU) No 913/2010, and repealing Regulation (EU) No 1315/2013.

Regulation (EU) No. 454/2011 of the Commission of 5 May, 2011. Regarding the technical specification for interoperability for the subsystem “telematics applications for passenger services” of trans-European rail system.

OFFICIAL JOURNAL OF THE EUROPEAN UNION, of 12 May, 2011.

Amended by:

M1 Regulation (EU) Nr. 665/2012 of the Commission of 20 July 2012

M2 Regulation (EU) Nr. 1273/2013 of the Commission of 6 December 2013.

M3 Regulation (EU) 2015/302 of the Commission of 26 February 2015.

M4 Regulation (EU) 2016/527 of 4 April.

M5 (UE) 2019/775 Commission Execution Regulation of 16 May 2019.

Regulation (EU) No. 1078/2012 of the Commission, of 16 November 2012. Regarding a common safety method in terms of surveillance which shall be implemented by railway undertakings and infrastructure managers who have obtained a safety certificate or safety authorization, as well as entities responsible for maintenance.

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Regulation (EU) No. 321/2013 of the Commission of 13 March 2013. On technical specification for interoperability relating to the subsystem “rolling stock - freight wagons” of the rail system in the European Union and that repeals Decision 2006/861/EC.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 12 April 2013.

Amended by:

M1 Regulation (EU) 1236/2013 of the commission of 2 December 2013.

M2 Regulation (EU) 2015/924 of the Commission of 17 June 2015.

M3 2019/776 Commission Execution Regulation (EU) of 16 May 2019.

M4 Commission Implementing Regulation (EU) 2020/387 of 9 March 2020.

M5 Commission Implementing Regulation (EU) 2023/1694 of 10 August 2023.



Implementing Regulation (EU) No 402/2013 of the Commission of 30 April 2013. On the adoption of a safety method to evaluate and assess the risk repealing Regulation (EC) No 352/2009.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 3 May 2013.

Amended by: M1 Implementing Regulation (EU) 2015/1136 of the Commission of 14 July 2015.

Regulation (EU) No 1299/2014 of the Commission of 18 November 2014. On Technical Specifications for Interoperability of “infrastructure” subsystem in the European Union rail system.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 12 December 2014.

M1 2019/776 (EU) Commission Execution Regulation of 16 May 2019.

M2 Commission Implementing Regulation (EU) 2023/1694 of 10 August 2023.

Regulation (EU) No. 1300/2014 of the Commission of 18 November 2014. Concerning the Interoperability Technical Specification relating to the accessibility of the rail system in the Union for disabled persons and persons with reduced mobility.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 12 December 2014.

M1 Commission Execution Regulation (EU) 2019/772 of 16 May 2019, amending Regulation (EU) Nr 1300/2014 regarding the inventory of assets, in order to identify obstacles to accessibility, provide information to users and monitor and evaluate advances in accessibility. (Amendment to TSI of people with reduced mobility).

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.

M2 Commission Implementing Regulation (EU) 2023/1694 of 10 August 2023

Regulation (EU) No. 1301/2014 of the Commission of 18 November 2014. On Technical Specifications for Interoperability of the subsystem “energy” of the rail system in the European Union

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 12 December 2014.

M1 Commission Execution Regulation (UE) 2018/868 of 13 June 2018.

M2 2019/776 (EU) Commission Execution Regulation of 16 May 2019.

M3 Commission Implementing Regulation (EU) 2023/1694 of 10 August 2023.

Regulation (EU) Nr. 1302/2014 of the Commission of 18 November 2014. On the technical specification for interoperability of the rolling stock subsystem “locomotives and passenger rolling stock” of the rail system in the European Union.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 12 December 2014.

M1 Commission Execution Regulation (EU) 2018/868 of 13 June 2018. OFFICIAL JOURNAL OF THE EUROPEAN UNION of 14 June 2018.

M2 2019/776 (EU) Commission Execution Regulation of 16 May 2019.

M3 Commission Implementing Regulation (EU) 2020/387 of 9 March 2020 amending Regulations (EU) No 321/2013, (EU) No 1302/2014 and (EU) 2016/919 as regards extending the area of use and transitional periods.

M4 Commission Implementing Regulation (EU) 2023/1694 of 10 August 2023.

M5 Commission Implementing Regulation (EU) 2025/675 of 4 April 2025.

Regulation (EU) Nr. 1303/2014 of the Commission of 18 November 2014. On technical specification for interoperability relating to “safety in railway tunnels” in the rail system in the European Union.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 12 December 2014.

M1 Commission Implementing Regulation (EU) 2019/776 of 16 May 2019.

M2 Commission Implementing Regulation (EU) 2020/387 of 9 March 2020.

Regulation (EU) No. 1304/2014 of the Commission of 26 November 2014. On the technical specification for interoperability applicable to subsystem rolling stock-noise-amending decision 2008/232/EC and repealing decision 2011/229/EU.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 359 of 12 December 2014.

M1 Commission Execution Regulation (EU) 2019/774 of 16 May 2019.

M2 2019/776 (EU) Commission Execution Regulation of 16 May 2019.

M3 Commission Implementing Regulation (EU) 2023/1694 of 10 August 2023.

Regulation (EU) Nr. 1305/2014 of the Commission of 11 December 2014. On the technical specification for interoperability relating to telematics applications subsystem for the transport of freight in the European Union repealing Regulation (EC) No 62/2006.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 12 December 2014.

M1 Commission Execution Regulation (EU) 2018/278 of 23 Feb 2018: the annex to the Regulation is modified.

M2 Commission Implementing Regulation (EU) 2019/778 of 16 May 2019.

M3 Commission Implementing Regulation (EU) 2021/541 of 26 March 2021.

Implementing Regulation (EU) Nr. 10/2015 of the Commission of 6 January 2015. On criteria for applicants to obtain railway infrastructure capacity, repealing Implementing Regulation (EU) Nr. 870/2014.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 7 January 2015.

Implementing Regulation (EU) Nr. 171/2015 of the Commission of 4 February 2015. On certain aspects of the procedure to grant licenses to railway undertakings.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 5 February 2015.

Regulation (EU) Nr 302/2015 of the Commission of 25 February 2015. Amending Regulation (EU) Nr. 454/2011 on the technical specification for interoperability corresponding to the subsystem “telematics applications for passenger services” of the rail system.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 26 February 2015.

Implementing Regulation (EU) Nr 909/2015 of the Commission of 12 June 2015. Laying down rules for calculating the costs directly attributable to operating the train service.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 13 June 2015.

Implementing Regulation (EU) Nr 1100/2015 of the Commission of 7 July 2015. On reporting obligations of Member States as part of the supervision of the railway market.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 9 July 2015.

Implementing Regulation (EU) Nr 545/2016 of the Commission of 7 April 2016. On procedures and criteria for framework agreements on allocation of railway infrastructure capacity.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 8 April 2016.

Regulation (EU) No 796/2016 of the European Parliament and the Council of 11 May 2016. On the Rail Agency on the European Railway Agency whereby Regulation (EC) No 881/2004 is repealed.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 138 of 26 May 2016.

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.

Implementing Regulation (EU) 6/2017 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.

Implementing Regulation 2177/2017 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.

Commission Implementing Regulation (EU) 545/2018 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.

Commission Implementing Regulation (EU) 2018/763 of 9 April 2018 establishing the practical arrangements for the issuing of single safety certificates to railway undertakings pursuant to Directive (EU) 2016/798 of the European Parliament and of the Council, and repealing Commission Regulation (EC) No 653/2007.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 129/49 of 25 May 2018

Amended by Commission Implementing Regulation (EU) 2020/777 of 12 June 2020 amending Implementing Regulation (EU) 2018/763 as regards the dates of application and certain transitional provisions following the extension of the transposition period of Directive (EU) 2016/798 of the European Parliament and of the Council.

Regulation (EU) 643/2018 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.

Commission Delegated Regulation (EU) 761/2018 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.

Commission Delegated Regulation (EU) 762/2018 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.

Commission Implementing Regulation (EU) 763/2018 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.

Commission Implementing Regulation (EU) 764/2018, 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.

Commission Implementing Regulation (EU) 867/2018 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.

Commission Implementing Regulation (EU) 1795/2018 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.

Commission Implementing Regulation (EU) 1602/2018 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.

Commission Implementing Regulation (EU) 250/2019 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.

Implementing Regulation (EU) 773/2019 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.

Amended by: Commission Implementing Regulation (EU) 2023/1693 of 10 August 2023.

Commission Implementing Regulation (EU) 777/2019 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.

Commission Implementing Regulation (EU) 778/2019 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.

Commission Implementing Regulation (EU) 779/2019 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.

Commission Recommendation (EU) 780/2019 of 16 May 2019. On practical provisions for issuing safety authorizations to infrastructure managers.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.



Commission Implementing Regulation (EU) 424/2020 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.

Commission Implementing Regulation (EU) 572/2020 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.

Regulation (EU) 698/2020 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.

Regulation (EU) 267/2021 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.

Regulation (EU) 2021/782 of the European Parliament and of the Council of 29 April 2021, on the rights and obligations of rail passengers

OFFICIAL JOURNAL OF THE EUROPEAN UNION L172/1, 17 May 2021.

Regulation (EU) 2021/1153 of the European Parliament and of the Council of 7 July 2021, on the technical specification for interoperability concerning command and signalling control subsystems of the European Union rail system, and repealing Commission Regulation (EU) No 2016/919.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L249/38, of 14 July 2021.

Regulation (EU) 2021/2085 of the Council of 19 November 2021, establishing the Joint Undertakings under Horizon Europe and repealing regulations (EC) No 219/2007, (EU) No 557/2014, (EU) No 558/2014, (EU) No 559/2014, (EU) No 560/2014, (EU) No 561/2014 and (EU) No 642/2014.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 427/17, of 30 November 2021.

Commission Implementing Regulation (EU) 2023/1695 of 10 August 2023 setting up the Mechanism "Connecting Europe" and repealing Regulations (EU) No 1316/2013 and (EU) No 283/2014.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L222/380 of 8 September 2023.

Regulation (EU) 2023/1804 of the European Parliament and of the Council of 13 September 2023, on the deployment of alternative fuels infrastructure and repealing Directive 2014/94/EU.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 234/1, of 22 September 2023.

Regulation (EU) 2024/1679 of the European Parliament and of the Council of 13 June 2024, on Union guidelines for the development of the trans-European transport network, amending Regulation (EU) 2021/1153 and Regulation (EU) No 913/2010 and repealing Regulation (EU) No 1315/2013

OFFICIAL JOURNAL OF THE EUROPEAN UNION, of 28 June 2024

2. - 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 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 of 3 December 2012.
M7 IMPLEMENTING COMMISSION DECISION of 6 May 2013.
M8 DIRECTIVE 2014/103/EU OF THE COMMISSION 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 of 28 August 2020
M20 DELEGATED DIRECTIVE (EU) 2020/1833, OF THE COMMISSION.
M21 COMMISSION IMPLEMENTING DECISION (EU) 2021/1436 of 31 August 2021
M22 COMMISSION IMPLEMENTING DECISION (EU) 2022/1095 of 29 June 2022
M23 COMMISSION DELEGATED DIRECTIVE (EU) 2022/2407 of 20 September 2022
M24 COMMISSION IMPLEMENTING DECISION (EU) 2023/1198 of 21 June 2023
M25 COMMISSION IMPLEMENTING DECISION (EU) 2024/1762 of 5 June 2024
M26 COMMISSION DELEGATED DIRECTIVE (EU) 2025/149 of 15 November 2024



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.

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.

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.

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.

Directive (EU) 2022/2555 of the European Parliament and of the Council of 14 December 2022 on measures for a high common level of cybersecurity across the Union, amending Regulation (EU) No 910/2014 and Directive (EU) 2018/1972, and repealing Directive (EU) 2016/1148

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 333/80, of 27 December 2022

3. - 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

M2 Commission Implementing Regulation 2023/1696, of 10 August 2023.

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 drafting, 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

1. - RULES WITH LAW STATUS

Law 15/2009, of 11 November on contracts of land transport of freight.

Official State Gazette of 12 November 2009.

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.

M1 Law 9/2017, of 8 November

M2 Law 6/2022, of 31 March 2022

M3 Law 3/2023, of 28 February

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.

M8 Law 26/2022, of 19 December.

M9: Law 2/2024 of 1 August.

Law 2/2024, of 1 August on the creation of the Independent Administrative Authority for Technical Investigation of Railway, Maritime and Civil Aviation Accidents and Incidents.

State Official Gazette of 22 August 2024.

Law 9/2025, of 3 December, on Sustainable Mobility

OFFICIAL STATE GAZETTE of 4 December 2025

2. - 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.
OFFICIAL STATE GAZETTE of 22 March 1996.

Royal Decree 1566/1999 of 8 October. On safety advisers for transport of dangerous goods by rail or inland waterways
OFFICIAL STATE GAZETTE of 20 October 1999.

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.

M1 Order ITC/254/2007 of 1 February, updating Annex I and amending Annex II and various appendices to Annex III.

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.
OFFICIAL STATE GAZETTE of 10 October 2023.

Royal Decree 2387/2004, of 30 December. Approving Rail Industry Regulation.

Official State Gazette, of 31 December 2004.

M1 Royal Decree 354/2006, of 29 March

M2 Royal Decree 810/2007, of 22 June

M3 Royal Decree 100/2010, of 5 February

M4 Royal Decree 1434/2010, of 5 November

M5 Royal Decree 641/2011, of 9 May

M6 Royal Decree 657/2013, of 30 August

M7 Royal Decree 623/2014, of 18 July

M8 Royal Decree 664/2015, of 17 July

M9 Royal Decree 1006/2015, of 6 November

M10 Royal Decree 271/2018, of 11 May

M11 Royal Decree 929/2020, of 27 October

M12 Order TMA/404/2022, of 25 April

M13 Royal Decree 448/2022, of 14 June

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).

Royal Decree 2395/2004, of 30 December. Approving the Statute of state-owned Administrador de Infraestructuras Ferroviarias.

Official State Gazette, of 31 December 2004.

M1 Royal Decree 458/2010, of 16 April

M2 Royal Decree 104/2011, of 28 January

M3 Royal Decree 1044/2013, of 27 December

M4 Royal Decree 104/2011, of 28 January

M5 Decree 458/2010, of 16 April

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.

M1 Royal Decree 1276/2011, of 16 September.

M2 537/2019.

M3 Royal Decree 193/2023, of 21 March.

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.

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.

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.

Royal Decree 1044/2013 of 27 December. Approving the Statutes of state-owned ADIF-Alta Velocidad
Official State Gazette of 28 December 2013.

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.
M1 Royal Decree 929/2020, of 27 October.

Royal Decree 627/2014, of 18 July. On assistance to victims of railway accidents and their families.
Official State Gazette of 19 July 2014.
M1 Royal Decree 929/2020, of 27 October.

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.

Royal Decree 664/2015 of 17 July. Approving Railway Traffic Regulation.
Official State Gazette of 18 July 2015.
M1 Royal Decree 292/2016, of 15 July
M2 Royal Decree 1011/2017, of 1 December
M3 Royal Decree 695/2018, of 29 June
M4 Royal Decree 1513/2018, of 28 December
M5 Royal Decree 929/2020, of 27 October
M6 Royal Decree 469/2021, of 29 June

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.

Royal Decree 929/2020, of 27 October, on rail operational safety and interoperability.
Official State Gazette of 29 October 2020.

Royal Decree 524/2023, of 20 June, approving the Basic Civil Protection Standard.
Official State Gazette of 29 October 2020.

Royal Decree 253/2024, of 12 March, establishing the basic organisational structure of the Ministry of Transport and Sustainable Mobility, and amending Royal Decree 1009/2023, of 5 December, establishing the basic organisational structure of ministerial departments
OFFICIAL STATE GAZETTE of 13 March 2024.

3. - 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.
Official State Gazette of 9 March 2004.

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.
M1 Order FOM/642/2018, of 13 June.
M2 Order FOM/1977/2015, of 29 September.
M3 Order FOM/189/2015, of 11 February.
M4 Order FOM/420/2014, of 7 March.
M5 Order TRM/1522/2025, of 21 December.

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.

Order FOM/2909/2006 of 19 September. Determining the assets, obligations and rights of RENFE Operadora.
Official State Gazette, of 22 September, 2006.

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.
OFFICIAL STATE GAZETTE of 26 September 2006.
M1 Order FOM/606/2018, of 25 May.

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.

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.

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.

M1 Order FOM/679/2015, of 9 April.

M2 Order FOM/1613/2016, of 4 October, OFFICIAL STATE GAZETTE (BOE) of 8 October 2016.

M3 Order TMA/1254/2020, of 8 December.

M4 Order TMA/404/2022, of 25 April.

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.

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.

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.

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.

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.
M1 Order FOM/642/2018, of 13 June.

Order FOM/710/2015, of 30 January. Approving the Catalogue of Lines and Sections of the General Interest Rail Network.

Official Gazette of 23 April 2015.

M1 Order FOM/925/2018, of 10 September.

M2 Order TMA/1240/2020, of 8 December.

M3 Order TMA/488/2021, of 19 May.

M4 Order TMA/1108/2022, of 11 Nov.

Order FOM/1630/2015 of 14 July. Approving the "Rail Gauge Instruction".

M1 Order TMA/135/2023 of 15 February.

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.

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.

Official State Gazette of 8 October 2016.

Order FOM/2015/2016, of 30 December. Approving the Official Catalogue of Rail Traffic Signals in the General Interest Railway Network.

Official State Gazette of 19 January 2017.

M1 Order TMA/135/2023 of 15 February.

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.

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.

Order TMA/1108/2022, of 11 November, amending the name of the railway station "Madrid-Puerta de Atocha" and amending Order FOM/710/2015, of 30 January, approving the Catalogue of Lines and Stations in the General Interest Railway Network.

State Official Gazette of 19 November 2022.

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.

Order TMA/135/2023, of 15 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.

Order TMA/261/2023, of 14 March, amending the name of the railway station "Fanjul"
State Official Gazette of 17 March 2023.

Order TMA/698/2023, of 27 June, approving the Instruction to Record Surveillance Activities on the Railway Infrastructure, REVINFE-23.
State Official Gazette, of 30 June 2023.

Order TRM/957/2024, of 6 September, laying down the criteria for the naming of passenger railway stations on the railway network of general interest and the procedure for their determination and amendment.
State Official Gazette of 16 September 2024.

Order TRM/124/2025, of 3 February, approving the regulatory bases for the granting of subsidies due to extraordinary traffic disruptions in freight railway transport.
BOE of 10 February 2025.

4. - 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".
State Official Gazette, of 14 August, 2009.
Correction of Errors in Official State Gazette, of 3 December, 2009.

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.

M1 Resolution of 10 May 2017 of the Director of the State Railway Safety Agency, approving the update of the current version of ASFA Digital in Annex C, Normative References, to the Resolution of 10 July 2009 of the Directorate-General for Railway Infrastructure, approving the "Technical Specification for the Type Approval of Railway Rolling Stock: Self-propelled Units".

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.

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.

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.

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.

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.

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.

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.

M1: Resolution of 1 October 2020

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-Lutxana-Barakaldo railway lines are transferred to the Autonomous Community of the Basque Country.

Official State Gazette of 14 December 2018.



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.

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.

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.

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.

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.

5. - 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.

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.

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.

Resolution of 29 November 2021, of the State-owned company Adif, publishing the Agreement with SNCF Réseau, for a cross-border coordination.

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.

Resolution of 29 November 2021, of the state-owned Company ADIF-Alta Velocidad, creating the Electronic Registry.

Resolution of 2 October 2024, of the Presidency of the Public Enterprise ADIF-Alta Velocidad, publishing the Regulation on the determination of railway charges for ADIF-Alta Velocidad.

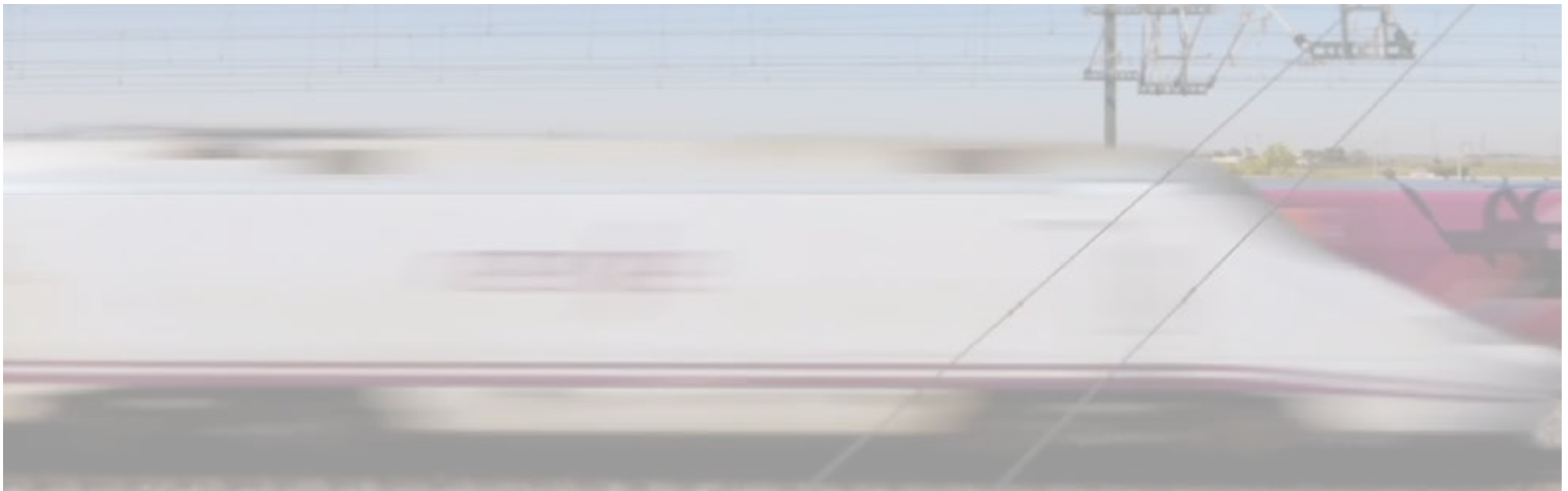
Resolution of 2 October 202, of the Presidency of the Public Enterprise Administrador de Infraestructuras Ferroviarias (ADIF), publishing the Regulation on the determination of railway charges for Administrador de Infraestructuras Ferroviarias.

Resolution of 4 November 2025 of the President of the Public Business Entity ADIF-High Speed, providing for the publication of the Agreement of the Board of Directors of 28 October 2025 approving the Regulations on the determination of railway charges of ADIF-High Speed.

Resolution of 4 November 2025 of the President of the Public Business Entity ADIF-High Speed, providing for the publication of the Agreement of the Board of Directors of 28 October 2025 approving the Regulations on the determination of railway charges of the Railway Infrastructure Manager (Adif).

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>.



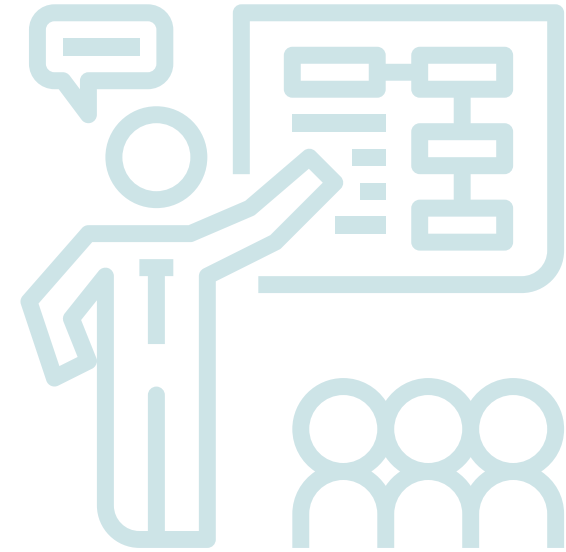
Annex E

Glossary, Acronyms and Definitions

ACRONYMS	
AESF	State Agency for Rail Safety
ASFA	Automatic Brake and Signal Warning
ATP	Automatic Train Protection
BA	Automatic Block System
BAB	Two Way Automatic Block System
BAD	Double Track Automatic Block System
BAU	Single track Automatic Block System
BCA	Automatic Control Block System
BLA	Automatic Release Block System
BSL	Side Signal Block System
BT	Telephone Block System
CE	European Commission
CIAF	Commission of Rail Accident Investigation
CNMC	National Commission on Markets and Competition
CTC	Centralized Traffic Control
DGTT	General Department for Land Transport. Ministry of Transportes, Movilidad y Agenda Urbana
DR	Network Statement

ACRONYMS	
RU/RUs	Rail Undertaking / Rail Undertakings
EMS	Energy Measurement System
ETH-TSA	Technical Specifications for Approval
ETI-TSI	Technical Specification for Interoperability
ERTMS	European Rail Traffic Management System
ETCS	European Train Control System
GC	Capacity Manager
GSM-R	Global System for Mobile Communications – Railway
H24	H24 Network Management Centre
LSF	Rail Sector Act
LZB	Linien Zug Beeinflussung
OSS	One Stop Shop
PAT	Alternative Transport Plan
PM	Control Centre
PT	Transport Plan
RCF	Rail Traffic Regulations
REF	Special Railway Register
RFIG	General Interest Rail Network
REM	Responsible for Embarked Measurement
RNE	Rail Net Europe
RSF	Rail Sector Regulation

ACRONYMS	
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.

Capabilities Manual: Supplementary document to the Network Statement detailing the specific capacity allocation rules applicable to each network line and coordinated stations.

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.

Notice: Information from the infrastructure manager to applicants regarding the specific days on which the trains will operate.

Notice communication: Formal declaration by the railway undertakings of the specific days on which the trains will operate.

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.

Station Space: Manual: Supplementary document to the Network Statement detailing the congestion situation on platforms and boarding lounges at the main passenger stations of the network.

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 F

General Interest Rail Network

Axles and Lines Catalogue

The following lines and sections are part of the General Interest Railway Network owned by Adif, arranged by axes.

Updated to 01/01/2026 (1st quarterly version of Adif's Common Tramification)

LINE	ORIGIN	DESTINATION	TRACK WIDTH (MM)	ELECTRIFICATION
AXLE 01. MADRID CHAMARTÍN - CLARA CAMPOAMOR - IRÚN / FRONTERA FRANCESA				
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	VALLADOLID-CAMPO GRANDE	VALLADOLID-ARGALES	1668	3 KV CC
116	LOS COTOS	CERCEDILLA	1000	1,5 KV CC
120	F. OÑORO-FRONTERA	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
168	VILLAFRIA	BIF. RUBENA-AG. KM. 377,3	1668	3 KV CC

LINE	ORIGIN	DESTINATION	TRACK WIDTH (MM)	ELECTRIFICATION
176	VALDESTILLAS	CAMBIADOR VALDESTILLAS	1668	3 KV CC
188	BIF. ARROYO DE LA GOLOSA	CAMBIADOR DE MEDINA AV	1668	25 KV CA
192	RÍO PISUERGA	C. FERROVIARIO AG. KM. 3,7	1668	3 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. 231,5 (by-pass ALTSASU)	BIF. KM. 534,0 (by-pass ALTSASU)	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. CHAMARTÍN AG. KM. 18,6	BIF. P. PÍO	1668	3 KV CC
924	BIF. CHAMARTÍN	BIF. P. PÍO	1668	3 KV CC
AXLE 02. MADRID CHAMARTÍN - CLARA CAMPOAMOR - ZARAGOZA - LLEIDA - BARCELONA - PORTBOU / CERBERE				
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
210	MIRAFLORES	S. VICENÇ DE CALDERS	1668	3 KV CC

LINE	ORIGIN	DESTINATION	TRACK WIDTH (MM)	ELECTRIFICATION
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	P.K. 50,707 (FRONTERA)/LA TOUR DE CAROL-ENVEIGT	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. 71,161	1668	3 KV CC
244	AGUJA KM. 70,449	AGUJA KM. 0,500	1668	3 KV CC
246	MOLLET-SANT FOST	CASTELLBISBAL-AGUJAS RUBI (Hasta Bif. Nudo Mollet)	1435 / 1668	3 KV CC
246	MOLLET-SANT FOST (Desde Bif. Nudo Mollet)	CASTELLBISBAL-AGUJAS RUBI (Hasta Castellbisbal-Agujas Llobregat)	1435 / 1668	3 KV CC
246	MOLLET-SANT FOST (Desde Castellbisbal-Agujas Llobregat)	CASTELLBISBAL-AGUJAS RUBI	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	P. K. 274,305 (FRONTERA)/CERBERE	BIF. ARAGÓ (Hasta Vilamalla)	1668	3 KV CC
270	P. K. 274,305 (FRONTERA)/CERBERE (Desde Vilamalla)	BIF. ARAGÓ (Hasta Girona-Mercaderies)	1435 / 1668	3 KV CC
270	P. K. 274,305 (FRONTERA)/CERBERE (Desde Girona-Mercaderies)	BIF. ARAGÓ	1668	3 KV CC
276	MAÇANET-MASSANES	L´ HOSPITALET DE LLOBEGAT	1668	3 KV CC

LINE	ORIGIN	DESTINATION	TRACK WIDTH (MM)	ELECTRIFICATION
278	LA LLAGOSTA	BIF. NUDO MOLLET	1668	3 KV CC
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	SALOU-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
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
AXLE 03. MADRID CHAMARTÍN - CLARA CAMPOAMOR - VALENCIA - CAMBIADOR BOELLA (CAMP TARRAGONA)				
300	MADRID-CHAMARTÍN-CLARA CAMPOAMOR	VALENCIA-ESTACIÓ DEL NORD	1668	3 KV CC
302	AGUJA KM. 146,1	ALCÁZAR DE SAN JUAN	1668	3 KV CC
304	ALFAFAR-BENETUSSER	VALENCIA LA FONT DE SANT LUIS	1668	3 KV CC
310*	ARANJUEZ (hasta Tarancón)	VALENCIA - LA FONT DE SANT LLUIS (desde Utiel)	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
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 3,25)	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 CASTELLÓ	1668	NO
606	BIF. PUERTO F.S.L.	VALENCIA PUERTO SUR (Hasta límite PK 7,1)	1668	NO

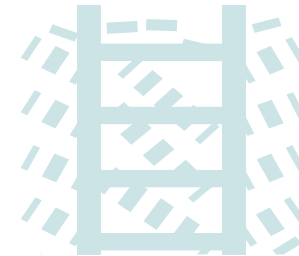
LINE	ORIGIN	DESTINATION	TRACK WIDTH (MM)	ELECTRIFICATION
608	VALENCIA-F.S.L. MERCANCÍAS	VALENCIA F.S.L. - AG. KM. 5,8	1668	NO
620	TORTOSA	L'ALDEA-AMPOSTA-TORTOSA	1668	3 KV CC
900	MADRID-CHAMARTÍN-CLARA CAMPOAMOR	MADRID-ATOCHA CERCANÍAS (Vía Recoletos)	1668	3 KV CC
916	BIF. SANTA CATALINA	MADRID-SANTA 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
AXLE 04. ALCÁZAR DE SAN JUAN - CÓRDOBA - SEVILLA - CÁDIZ/BADAJOS				
400	ALCÁZAR DE SAN JUAN	CÁDIZ	1668	3 KV CC
402	ESPELUY- AGUJA KM. 340,1	JAEN	1668	3 KV CC
404	ESPELUY- AGUJA KM. 338,8	ESPELUY- 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
414	BIF. ALMERÍA	BIF. GRANADA	1668	NO
416	MOREDA	GRANADA (Hasta Granada Ag. KM 54,289)	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
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

LINE	ORIGIN	DESTINATION	TRACK WIDTH (MM)	ELECTRIFICATION
432	CÓRDOBA - JULIO ANGUITA	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-ESTACIÓN	BIF. SAN JERÓNIMO	1668	3 KV CC
460*	BIF. LAS MARAVILLAS	FUENTE DE PIEDRA	1668	NO
464*	BIF. TOCÓN	BIF. LA CHANA	1668	NO
466	BIF. RIOFRIO	ANTEQUERA	1668	NO
468	BIF. LAS MARAVILLAS	ANTEQUERA AV	1668	NO
508	BADAJOS	BADAJOS-FRONTERA	1668	NO
512	ZAFRA	HUELVA-MERCANCÍAS	1668	NO
514	ZAFRA	JEREZ DE LOS CABALLEROS	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
524	CIUDAD REAL- MIGUELTURRA	BIF. POBLETE	1668	3 KV CC
528	ALMORCHÓN	MIRABUENO	1668	NO

LINE	ORIGIN	DESTINATION	TRACK WIDTH (MM)	ELECTRIFICATION
AXLE 05. MADRID ATOCHA - CÁCERES - VALENCIA DE ALCÁNTARA				
500	BIF. PLANETARIO	BIF. CASA DE LA TORRE (Hasta Monfragüe)	1668	NO/3 KV CC
502	CÁCERES	PK 428,5 (Frontera) /MARVAO-BEIRA	1668	NO
504	VILLALUENGA-YUNCLER	ALGODOR	1668	NO
920	MÓSTOLES-EL SOTO	PARLA	1668	3 KV CC
AXLE 06. VENTA DE BAÑOS - LEÓN - OURENSE - VIGO/SANTIAGO - A CORUÑA				
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
162	SOLVAY FACTORIA	SIERRAPANDO	1668	3 KV CC
182	CAMBIADOR CLASIFICACIÓN	BIF. CLASIFICACIÓN	1668	3 KV CC

LINE	ORIGIN	DESTINATION	TRACK WIDTH (MM)	ELECTRIFICATION
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	1668	NO
804	BETANZOS-INFESTA	FERROL	1668	NO
810	BIF. CHAPELA (Desde Redondela)	MONFORTE DE LEMOS	1668	3 KV CC
814	GUILLAREI	TUI-FRONTERA	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 Taboadela 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 TÉRMICA 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
842	BIF. RÍO SAR	BIF. A GRANDEIRA AG. KM. 376,1	1668	25 KV CA

LINE	ORIGIN	DESTINATION	TRACK WIDTH (MM)	ELECTRIFICATION
AXLE 08. RED DE ANCHO METRICO (EXCEPTO LINE CERCEDILLA LOS COTOS)				
360	LOS NIETOS	CARTAGENA PLAZA BASTARRECHE	1000	NO
740	PRAVIA	FERROL	1000	1,5 KV CC / NO
750	GIJÓN- SANZ CRESPO	PRAVIA	1000	1,5 KV CC
752	LAVIANA	GIJÓN- 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
AXLE 11. MADRID CHAMARTÍN - CLARA CAMPOAMOR - VALLADOLID - BURGOS-ROSA MANZANO - LEÓN / ASTURIAS				
114	COMPLEJO FERROVIARIO MERC.	BIF. CANAL DEL DUERO	1435 / 1668	25 KV CA
AXLE 12. MADRID PUERTA DE ATOCHA ALMUDENA GRANDES - BARCELONA - FRONTERA FRANCIA				
070	BIF. HUESCA	HUESCA (Hasta Tardienta)	1435	25 KV CA
070	BIF. HUESCA (Desde Tardienta)	HUESCA	1435 / 1668	25 KV CA
AXLE 16. OLMEDO - MEDINA - ZAMORA - GALICIA				
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 116, Los Cotos – Cercedilla, temporarily closed to undertake comprehensive renovation work.
- 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 de Bifurcación Riofrío to Antequera.
- Line 802, Cosmos to Villafranca del Bierzo, line where traffic of trains in commercial service is cancelled.

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.

Published in BOE 5569 Resolution of February 23rd, 2023, of the General Directorate of Planning and Evaluation of the Railway Network, which publishes the Agreement of the Council of Ministers of February 21st, 2023, by which the railway section between Tarancón and Utiel, of the line 03-310 Aranjuez-Valencia Fuente de San Luis, is closed.

Published resolution of the Secretary of State for Transport, Mobility and Urban Agenda (MTMAU) of 16/06/2023, which excludes from the RFIG the line 04-412 Huéneja Dólar - Minas del Marquesado.

Annex G

Average Capacity of Adif Main Lines

Capacity data as of March 2026

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	38	142	21%
100 MADRID CHAM. C. C.-P.K. 641.181 (FRONTERA)	199	66	133	33%
102 MADRID CHAM. C. C.-BIF. ARANDA	59	16	43	27%
104 UNIV. CANTOBLANCO-ALCOB.-S.S.REYES	518	125	393	24%
110 VILLALBA GUADARR.-SEGOVIA	74	15	59	20%
116 LOS COTOS-CERCEDILLA	28	10	18	36%
120 F.OÑORO - FRONTERA-MEDINA DEL CAMPO	41	13	28	32%
122 SALAMANCA-AVILA	35	15	20	43%
130 VENTA DE BAÑOS-GIJON-SANZ CRESPO	147	43	104	29%
132 BIF. TUDELA VEGUIN-ABLAÑA	112	53	59	47%
140 BIF. TUDELA VEGUIN-EL ENTREGO	126	45	81	36%
144 S.JUAN DE NIEVA-VILLABONA DE AST.	214	81	133	38%
154 LUGO LLANERA-TUDELA VEGUIN	70	21	49	30%
160 PALENCIA-SANTANDER	76	37	39	49%
164 MAGAZ-PALENCIA ARROYO VILLALOBÓN	246	3	243	1%
200 MADRID CHAM. C. C.-BARNA-FRANÇA	154	54	100	35%

NETWORK STATEMENT 2027 ADIF_ V.1 (ED 12/05/2026)

LINE	CAPACITY (1)	CURRENT TRAFFIC (2)	AVAILABLE PATHS	SATURATION
202 TORRALBA-SORIA	16	4	12	25%
204 BIF. CANFRANC-CANFRANC	17	4	13	24%
210 MIRAFLORES-S.VICENÇ CALDERS	121	37	84	31%
214 C.I.M. DE ZARAGO-LA CARTUJA	189	42	147	22%
220 LLEIDA-PIRINEUS-BIF. VILANOVA	152	41	111	27%
222 BIF. AIGÜES-LA TOUR DE CAROL-ENVEIGT	67	41	26	61%
224 Cerdanyola Valles-Cerdanyola Univ.	100	21	79	21%
230 PLANA-PICAMOIXON-REUS	79	30	49	38%
238 CASTELLBISBAL-AG.LLOBR.-BARNA MORROT	280	63	217	23%
240 S.VICENÇ CALDERS-L'HOSPITALET-LLOBR.	406	100	306	24%
246 MOLLET-SANT FOST-CASTELLBISBAL-AG. RUBI	383	48	335	13%
254 AEROPORT-EL PRAT DE LLOB.	102	74	28	73%
270 BIF. ARAGO-CERBERE	288	90	198	31%
276 MAÇANET-MASSANES-L'HOSPITALET-LLOBR.	303	118	185	39%
300 MADRID CHAM. C. C.-VALENCIA-NORD	258	80	178	31%
304 ALFAFAR-BENETUSS-VALENCIA-LA FONT SL	236	24	212	10%
310 ARANJUEZ-VALENCIA-LA FONT SL	26	8	18	31%
320 CHINCHILLA.MONT AGKM298.4-MURCIA DEL C.	43	4	39	9%
322 MURCIA MERC.-AGUILAS	27	20	7	74%
330 LA ENCINA-ALACANT-TERMINAL	86	39	47	45%
332 LA ENCINA AGUJA KM. 2.963-CAUDETE	124	16	108	13%
336 EL REG. AG. 525.3-ALACANT-TERMINAL	74	45	29	61%
340 MOIXENT-BIF. MOIXENT	38	16	22	42%
342 ALCOI-XATIVA	16	8	8	50%

LINE	CAPACITY (1)	CURRENT TRAFFIC (2)	AVAILABLE PATHS	SATURATION
344 GANDIA-SILLA	256	69	187	27%
400 ALCAZAR SAN JUAN-CADIZ	181	42	139	23%
402 JAEN-ESPELUY-AG.340.1	28	8	20	29%
410 LINARES BAEZA-ALMERIA	73	7	66	10%
416 MOREDA-GRANADA	84	10	74	12%
420 BIF. MARAVILLAS-ALGECIRAS	39	16	23	41%
422 BIF. UTRERA-FUENTE DE PIEDRA	38	12	26	32%
430 BIF. CORDOBA MERCANCIAS-LOS PRADOS	39	13	26	33%
436 MALAGA-C. ALAM.-FUENGIROLA	155	111	44	72%
440 BIF. LOS NARANJOS-HUELVA	63	27	36	43%
444 BIF. TAMARGUILLO-LA SALUD	272	29	243	11%
460 BIF. MARAVILLAS-FUENTE DE PIEDRA	72	10	62	14%
464 BIF. TOCÓN-BIF. LA CHANA	36	0	36	0%
466 BIF. RIOFRIO-ANTEQUERA	36	0	36	0%
468 BIF. MARAVILLAS-ANTEQUERA AV	82	6	76	7%
500 BIF. PLANETARIO-BIF. CASA DE LA TORRE	93	39	54	42%
502 CACERES-KM.428.5 (FRONT)	8	2	6	25%
508 BADAJOZ-BADAJOZ-FRONTA	38	8	30	21%
512 HUELVA MERCANCÍAS-ZAFRA	10	3	7	30%
516 MERIDA-LOS ROSALES	23	7	16	30%
520 CIUDAD REAL-BADAJOZ	22	8	14	36%
522 MANZANARES-CIUDAD REAL	94	17	77	18%
610 SAGUNT-BIF. TERUEL	34	10	24	29%
620 L'ALDEA-AMP-TOR.-TORTOSA	124	32	92	26%

LINE	CAPACITY (1)	CURRENT TRAFFIC (2)	AVAILABLE PATHS	SATURATION
630 PORT AVENTURA-TARRAGONA	90	22	68	24%
700 INTERM. ABANDO I. P.-CASETAS	140	48	92	34%
702 GRISEN-CABAÑAS DE EBRO	250	15	235	6%
710 ALTSASU-CASTEJON DE EBRO	73	31	42	42%
720 SANTURTZI-INTERM. ABANDO I. P.	370	175	195	47%
722 MUSKIZ-DESERTU-BARAKALDO	130	90	40	69%
800 LEON AG. KM. 123.6-A CORUÑA	49	11	38	22%
804 BETANZOS-INFESTA-FERROL	32	10	22	31%
810 MONFORTE LEMOS-BIF. CHAPELA	73	11	62	15%
814 GUILLAREI-TUI - FRONTERA	72	12	60	17%
820 ZAMORA AG KM 233.0-MEDINA DEL CAMPO	48	2	46	4%
822 BIF. VALORIO-A CORUÑA	67	14	53	21%
900 MADRID CHAM. C. C.-MADRID ATOCHA C.	605	301	304	50%
902 PITIS-HORTALEZA	164	37	127	23%
908 HORTALEZA-AEROPUERTO-T4	352	144	208	41%
910 MADRID ATOCHA C.-PINAR DE L ROZAS	386	254	132	66%
916 BIF. SANTA CATALINA-MADRID SANTA CATALINA	47	6	41	13%
920 PARLA-MOSTOLES-EL SOTO	569	278	291	49%
930 MADRID ATOCHA C.-S. FERNANDO HEN.	630	164	466	26%
942 VILLAVERDE BAJO-VALLECAS-IND.	264	53	211	20%

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 H

Line Classification by Types

Updated to 01/01/2026. (1st quarterly version of Adif's Common Processing)

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPES	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-CHAMARTÍN CLARA CAMPOAMOR (Hasta Brinkola)	S. SEBASTIÁN	C1	57,3
100	PK. 641,181 (Frontera Francesa) (Desde Brinkola)	MADRID-CHAMARTÍN CLARA CAMPOAMOR (Hasta Sta. María Alameda)		B2	484,1
100	PK. 641,181 (Frontera Francesa) (Desde Sta. María Alameda)	MADRID-CHAMARTÍN CLARA CAMPOAMOR	MADRID	C1	72,6
102	BIF. ARANDA	MADRID-CHAMARTÍN CLARA CAMPOAMOR		E	254,4
102	BIF. ARANDA (Desde Colmenar Viejo)	MADRID-CHAMARTÍN CLARA CAMPOAMOR	MADRID	C1	26,2
104	ALCOBENDAS-SAN SEBASTIÁN DE LOS REYES	UNIVERSIDAD CANTOBLANCO	MADRID	C1	6,9
108	C. FERROVIARIO AG. KM. 3,7	LA CARRERA		D	1,9
110	SEGOVIA	VILLALBA DE GUADARRAMA (Hasta Cercedilla)		D	42,9
110	SEGOVIA (Desde Cercedilla)	VILLALBA DE GUADARRAMA	MADRID	C1	19,7
112	VALLADOLID-CAMPO GRANDE	VALLADOLID-ARGALES		D	4,0
114	COMPLEJO FERROVIARIO MERC.	BIF. CANAL DEL DUERO		B2	8,0
116	LOS COTOS	CERCEDILLA	MADRID	C1	18,2
120	F. OÑORO-FRONTERA	MEDINA DEL CAMPO		B2	200,8

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPES	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
166	BIF. RUBENA	VILLAFRÍA		D	3,7
168	VILLAFRÍA	BIF. RUBENA-AGUJA KM. 377,3		D	3,6

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPES	LENGTH (kms)
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
192	RÍO PISUERGA	C. FERROVIARIO AG. KM. 3,7		B2	13,6
200	MADRID-CHAMARTÍN CLARA CAMPOAMOR	BARCELONA-ESTACIÓ DE FRANÇA (Hasta Guadalajara)	MADRID	C1	54,4
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	92,7
204	BIF. CANFRANC	CANFRANC		E	138,5
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	251,1
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
220	LLEIDA-PIRINEUS (DESDE MANRESA)	BIF. VILANOVA	BARCELONA	C1	63,7

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPES	LENGTH (kms)
222	P.K. 50,707 (FRONTERA)/LA TOUR DE CAROL-ENVEIGT	BIF. AIGÜES	BARCELONA	C1	149,7
224	CERDANYOLA UNIVERSITAT	CERDANYOLA DEL VALLÉS	BARCELONA	C1	3,5
230	LA PLANA-PICAMOIXONS	REUS		D	20,9
234	REUS	CONSTANTI		D	6,2
238	CASTELLBISBAL-AGUJAS LLOBREGAT	BARCELONA-MORROT		D	25,7
240	SANT VICENÇ DE CALDERS	L'HOSPITALET DE LLOBREGAT	BARCELONA	C1	71,0
242	MARTORELL-SEAT	AGUJA KM. 71,161		D	3,1
244	AGUJA KM. 70,449	AGUJA KM. 0,500		D	0,5
246	MOLLET-SANT FOST	CASTELLBISBAL-AGUJAS RUBÍ	BARCELONA	C1	23,5
250	BELLVITGE AGUJA KM. 674,8	L'HOSPITALET DE LLOBREGAT		E	1,7
254	AEROPORT	EL PRAT DE LLOBREGAT	BARCELONA	C1	6,7
260	FIGUERES-VILAFANT	VILAMALLA		E	6,4
270	P. K. 274,305 (FRONTERA)/CERBERE	BIF. ARAGÓ (HASTA MAÇANET-MASSANES)		B2	98,3
270	P. K. 274,305 (FRONTERA)/CERBERE (Desde Maçanet-Massanes)	BIF. ARAGÓ	BARCELONA	C1	67,6
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 TYPES	LENGTH (kms)
300	MADRID-CHAMARTÍN CLARA CAMPOAMOR	VALENCIA-ESTACIÒ DEL NORD (Hasta Aranjuez)	MADRID	C1	57,3
300	MADRID-CHAMARTÍN CLARA CAMPOAMOR (Desde Aranjuez)	VALENCIA-ESTACIÒ DEL NORD (Hasta La Encina)		B2	327,1
300	MADRID-CHAMARTÍN CLARA CAMPOAMOR (Desde La Encina)	VALENCIA-ESTACIÒ DEL NORD (Hasta La Encina Aguja 2,9)		B1	3,0
300	MADRID-CHAMARTÍN CLARA CAMPOAMOR (Desde La Encina Aguja 2,9)	VALENCIA-ESTACIÒ DEL NORD (Hasta Bif. Moixent)		B2	25,1
300	MADRID-CHAMARTÍN CLARA CAMPOAMOR (Desde Bif. Moixent)	VALENCIA-ESTACIÒ DEL NORD	VALENCIA	C2	80,6
302	AGUJA KM. 146.1	ALCÁZAR SAN JUAN		D	2,0
304	ALFAFAR-BENETUSSER	VALENCIA - LA FONT DE SANT LLUIS		D	4,3
310*	ARANJUEZ	VALENCIA - LA FONT DE SANT LLUIS (Hasta Tarancón)		E	60,4
310	ARANJUEZ (Desde Utiel)	VALENCIA - LA FONT DE SANT LLUIS	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	140,7
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 (Desde San Vicent Centre)	ALACANT-TERMINAL	MURCIA	C2	7,4
332	LA ENCINA AGUJA KM. 2,963	CAUDETE		B2	5,9
336	EL REGUERÓN-AGUJA KM. 525,3	ALACANT-TERMINAL	MURCIA	C2	73,6
338	CAMBIADOR VALENCIA	VALENCIA-JOAQUÍN SOROLLA		B2	0,5
340	MOIXENT	BIF. MOIXENT	VALENCIA	C2	0,8

* 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 TYPES	LENGTH (kms)
342	ALCOI	XÁTIVA		E	63,7
344	GANDIA	SILLA	VALENCIA	C2	50,8
346	GANDÍA PORT	GANDÍA-MERCADERÍES (Hasta Platja I Grau De Gandía)		D	0,5
346	GANDIA PORT (Desde Platja I Grau De Gandía)	GANDÍA-MERCADERÍES	VALENCIA	C2	2,5
348	FORD (hasta límite PK 3,251)	SILLA		D	3,0
350	BIF. BENALUA	BIF. ALACANT	MURCIA	C2	2,2
360	LOS NIETOS	CARTAGENA-PLAZA BASTARRECHE	RAM MURCIA	C2	19,6
400	ALCÁZAR SAN JUAN	CÁDIZ (Hasta Lora Del Río)		B2	367,5
400	ALCÁZAR SAN JUAN (Desde Lora Del Río)	CÁDIZ (Hasta Utrera)	SEVILLA	C2	86,0
400	ALCÁZAR SAN JUAN (Desde Utrera)	CÁDIZ (Hasta Jerez Frontera)		B1	72,3
400	ALCÁZAR SAN JUAN (Desde Jerez Frontera)	CÁDIZ	CÁDIZ	C2	48,9
402	ESPELUY-AGUJA KM. 340,1	JAÉN		B2	31,6
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	124,7
414	BIF. ALMERÍA	BIF. GRANADA		B2	0,7
416	MOREDA	GRANADA (Hasta Granada Ag. KM 54,289)		B2	54,5
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

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPES	LENGTH (kms)
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
430	BIF. CÓRDOBA MERCANCÍAS (Desde Álora)	LOS PRADOS	MÁLAGA	C2	33,5
432	CÓRDOBA - JULIO ANGUITA	EL HIGUERÓN		D	6,5
436	FUENGIROLA	MÁLAGA-CENTRO ALAMEDA (APD)	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. MARAVILLAS	FUENTE DE PIEDRA		B2	11,8
464	BIF. TOCÓN	BIF. LA CHANA		B2	32,1
466	BIF. RIOFRIO	ANTEQUERA		B2	44,0
468	BIF. LAS MARAVILLAS	ANTEQUERA AV		B2	12,7
500	BIF. PLANETARIO	BIF. CASA DE LA TORRE (Hasta Humanes)	MADRID	C1	21,8
500	BIF. PLANETARIO (desde Humanes)	BIF. CASA DE LA TORRE (Hasta Monfragüe)		B2	228,8
502	CÁCERES	KM. 428,5 (FRONTERA)/MARVAO-BEIRA		E	95,7

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPES	LENGTH (kms)
504	VILLALUENGA-YUNCLER	ALGODOR		E	16,3
508	BADAJOS	BADAJOS-FRONTA		B2	5,3
512	ZAFRA	HUELVA MERCANCÍAS		E	180,8
514	ZAFRA	JEREZ DE CABALLEROS		E	46,7
516	MÉRIDA	LOS ROSALES (Hasta Cazalla-Constantina)		E	155,2
516	MÉRIDA (Desde Cazalla-Constantina)	LOS ROSALES	SEVILLA	C2	49,1
520	CIUDAD REAL	BADAJOS (Hasta Puertollano-Mercancías)		D	42,5
520	CIUDAD REAL (Desde Puertollano-Mercancías)	BADAJOS (Hasta Mérida)		E	236,1
522	MANZANARES	CIUDAD REAL		B2	64,5
524	CIUDAD REAL-MIGUEL TURRA	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	1,5
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	13,1
622	AGUJA CLASIF. KM. 272	TARRAGONA MERCADERIES		D	1,1

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPES	LENGTH (kms)
624	AGUJA CLASIF. KM. 100,4	TARRAGONA		D	3,1
630	SALOU-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
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. 231,5 (by-pass ALTSASU)	BIF. KM. 534,0 (by-pass ALTSASU)		B2	1,9
720	SANTURTZI	INTERMODAL ABANDO INDALECIO PRIETO	BILBAO	C1	13,5
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	48,8
754	SOTIELLO	PUERTO DE EL MUSEL		D	8,9
756	AGUJA ENLACE SOTIELLO	AGUJA ENLACE VERIÑA		D	0,8
758	LA MARUCA MERCANCÍAS	PUERTO DE AVILES		D	1,6
760	OVIEDO	TRUBIA	RAM ASTURIAS	C2	12,1
762	TRUBIA	SAN ESTEBAN DE PRAVIA	RAM ASTURIAS	C2	38,9

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPES	LENGTH (kms)
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
772	LIÉRGANES	OREJO	RAM CANTABRIA	C2	9,7
774	MALIAÑO-LA VIDRIERA	PUERTO DE RAOS		D	3,5
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	425,5
802 *	TORAL DE LOS VADOS	VILLAFRANCA DEL BIERZO		D	9,1
804	BETANZOS-INFESTA	FERROL		B2	42,8
810	BIF. CHAPELA (Desde Redondela)	MONFORTE DE LEMOS		B2	166,6
814	GUILLAREI	TUI-FRONTERA		B2	5,5
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	230,9

* Line 802, suppression of the commercial transport service between Cosmos and Villafranca del Bierzo.

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPES	LENGTH (kms)
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	125,7
822	BIF. VALORIO (Desde Bif. A Grandeira Aguja Km. 85,0)	A CORUÑA		B1	64,7
826	C. TÉRMICA DE MEIRAMA (Desde Límite P.k. 6,135)	CERCEDA-MEIRAMA		D	5,8
828	BIF. SAN AMARO	PORTAS		E	12,1
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. RIO SAR	BIF. A GRANDEIRA AG. KM. 376,1		B1	1,1
900	MADRID-CHAMARTÍN CLARA CAMPOAMOR	MADRID ATOCHA CERCANIAS (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 CERCANIAS	PINAR DE LAS ROZAS	MADRID	C1	27,6
912	LAS MATAS	PINAR DE LAS ROZAS		B2	3,6
914	BIF. CHAMARTÍN AG. KM. 18,6	BIF. P. PÍO	MADRID	C1	0,6
916	BIF. SANTA CATALINA	MADRID-SANTA CATALINA		D	2,8
920	MÓSTOLES-EL SOTO	PARLA	MADRID	C1	45,5
924	BIF. CHAMARTÍN	BIF. P. PÍO	MADRID	C1	1,3
930	MADRID ATOCHA CERCANÍAS	SAN FERNANDO DE HENARES	MADRID	C1	18,3

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPES	LENGTH (kms)
932	MADRID ATOCHA CERCANÍAS	MADRID-SANTA CATALINA		E	5,4
934	MADRID-ABROÑIGAL	BIF. REBOLLEDO		D	3,2
936	SAN CRISTÓBAL INDUSTRIAL	VILLAVEVERDE BAJO		D	3,0
940	O'DONNELL	VICÁLVARO-MERCANCÍAS		D	3,9
942	VILLAVEVERDE BAJO	VALLECAS INDUSTRIAL		D	7,2
944	VICÁLVARO	VICÁLVARO-MERCANCÍAS		D	2,1
946	MADRID-SANTA CATALINA	VILLAVEVERDE BAJO		D	2,8
948	VICÁLVARO-MERC. AGUJA KM.3,007	BIF. VICÁLVARO-MERCANCÍAS.		D	1,5



Annex I

Contractual 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)**
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- **AGREEMENT TO PROVIDE ADIF SERVICES TO ASSIST PERSONS WITH DISABILITIES AND/OR REDUCED MOBILITY WHILST BOARDING OR UNBOARDING TRAINS (SX-12)**
- **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 Ministry of Transport and Sustainable Mobility 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 Directorate of Logistics Services 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.

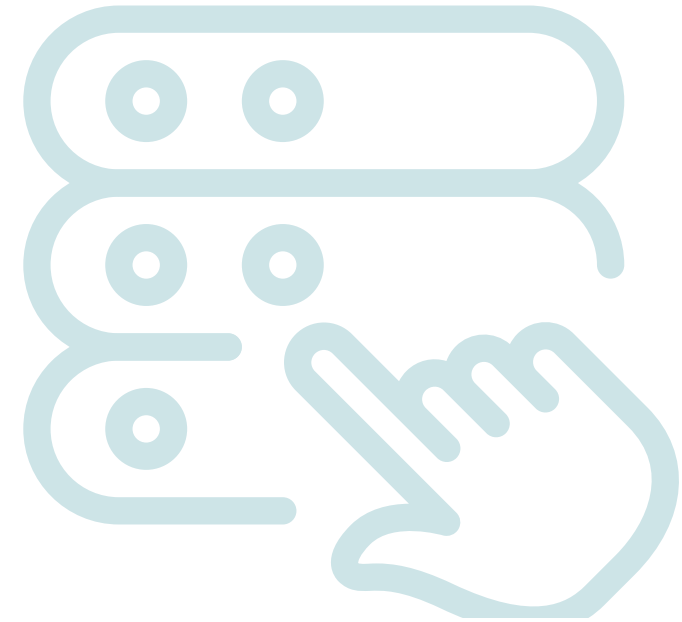
The services in this Agreement shall be provided by Adif EPE to (Railway Undertaking) _____, at supplying points, under the terms and for the prices set forth in Network Statement and the Fuel Supply Service Catalogue published on Adif website.

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.
- If, as a result of a bad performance by the (Railway Undertaking), a fuel spill occurs in the facility during diesel supply, they shall comply with current laws on environment regarding soils, discharges, noise, emissions, waste and dangerous substances, at their sole expense, provided that they are liable for the recovery and environmental sanitation of all polluted land, taking on every expense that Adif E.P.E. incurs.
- 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.

V. 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 "B1" 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 three months in advance.

The Contract shall be considered tacitly extended when neither party communicates to the other their intention to not extend it three 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 three-month notice period, under the terms provided in this Agreement.
3. If any party breaches the contract.
4. For the revocation of the railway company licence or safety certificate.

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

The Contracting Parties undertake to keep strictly confidential all data and information provided and relating to the subject matter of the Contract. Such information shall be held in strict confidence and secrecy and shall not be disclosed, in whole or in part, to any natural or legal person who is not a party to the Contract.

The Parties acknowledge that all information to which access may be gained within the framework of the Contract, whether related to the provision of the service or to the activity or organisation of any of the Parties (hereinafter, the Information), shall be considered confidential in nature. Accordingly, the Parties agree not to disclose such Information and to observe the strictest confidentiality with respect thereto, duly informing, where appropriate, their employees, partners, and any other persons who, by virtue of their professional or personal relationship, must or may have access to such Information, of this duty of confidentiality and secrecy.

Neither Party may reproduce, modify, make public, or disclose the Information to third parties without the prior, express, and written authorisation of the other Party, except insofar as such Information is public knowledge through means unrelated to the Parties, or in the case of documents that are publicly accessible. In any event, the Parties undertake to adopt the necessary measures to prevent the disclosure and/or transfer of the Information, and to avoid its loss, theft, or misappropriation.

Both Parties shall inform their employees, partners, and any person to whom the Information is provided of the existence of this duty of confidentiality and shall be responsible for any improper use they may make of the Information related to the Contract.

Likewise, they undertake to inform the other Party of any action or incident caused by third parties that may jeopardise the confidentiality thereof.

The confidentiality provisions set forth in this Contract shall apply for the duration thereof and shall remain in force for a period of five (5) years following its termination. Personal data processed pursuant to this Contract shall be processed by each Party in accordance with the provisions of Regulation (EU) 679/2016 (General Data Protection Regulation) and Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights. Each Party shall be responsible for the processing of the personal data obtained from the other Party .

Data subjects may exercise their rights of access, rectification, erasure, restriction of processing, objection to processing, data portability, and not to be subject to automated individual decision-making, where applicable, by submitting a written request, together with a photocopy of their National Identity Document or an equivalent document, with the subject line "Data Protection", to the following addresses:

- For ADIF, E.P.E. (Tax Identification Number – N.I.F. Q-2801660-H)
- Postal address of ADIF's General Registry: C/ Sor Ángela de la Cruz, 3, 7th floor, 28020 Madrid, Spain.
- Electronic Headquarters: <https://sede.adif.gob.es/>, or through the General Access Point: [administración.gob.es](https://administracion.gob.es/), DIR code EA0008223.
- E-mail address: dpd.adif@adif.es

For (xxxxxxx) (Tax Identification Number – N.I.F. **); Postal address: Calle **, No. **, **, Postcode **, Spain; E-mail address: xxxxxx@xxxx.es

By (Railway Undertaking)

Signed: _____

[POSITION] _____

By ADIF

Signed: _____

[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 Ministry of Transport and Sustainable Mobility, 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 shall be made on a monthly basis, for completed calendar months, by bank transfer or deposit into the ADIF-High Speed bank accounts opened with the banks _____, with IBAN _____ and _____, with IBAN _____, within thirty days from the invoice date. ADIF-High Speed undertakes to issue and send the invoice, including all charges payable by (Railway Undertaking) _____, corresponding to the monthly accrual generated by consumption, as from the twentieth day of month n+1, n being the month of consumption to which the invoice relates.

Delays in the payment of submitted invoices shall, without prejudice to any other rights to which it may be entitled, give rise to the accrual of default interest, which shall be calculated in accordance with Article 7 of Law 3/2004 of 29 December, establishing measures to combat late payment in commercial transactions. Likewise, the provisions set out in Articles 101 and 102 of Law 38/2015 of 29 September on the Railway Sector, as well as any other applicable regulatory provisions, shall apply.

The determination of the affected train movements shall be established on the basis of the official documentation provided by ADIF-High Speed.

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.
4. For revocation of the railway company license or safety certificate.

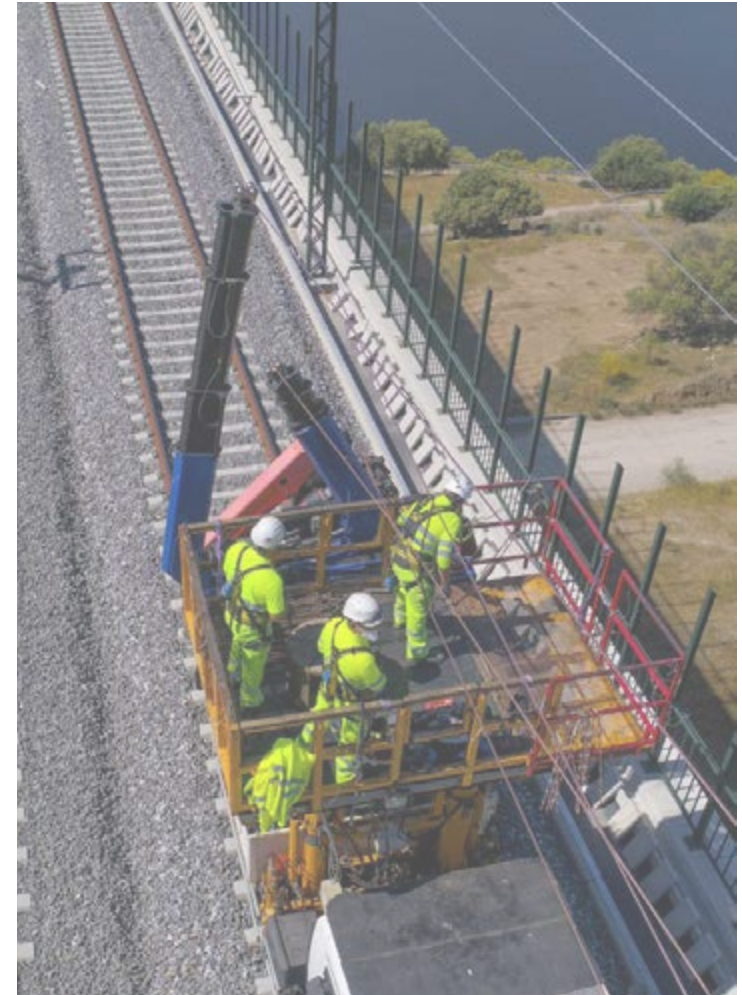
Given non-compliance caused by non-payment by (Railway Undertaking) _____ of the amounts owed upon service provision and without prejudice to concluding this Agreement, ADIF EPE may proceed to suspend the service, prior Express notice to the railway undertaking. Service suspension shall continue insofar 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
- 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 ADIF Alta Velocidad

Signatura (Name)

[Position]: _____

By (Railway Undertaking)

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.- 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**), rest area for EE.FF. personnel (**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

2.1 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

2.2 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.

2.3 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 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 Timetable.

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:

a. 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**

- a) 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.
- b) 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 Timetable.

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), rest area for EE.FF. personnel (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.

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 does not include energy consumption. Specific surveillance service is not included in the price, so custody of stored items is not offered.
 - SX-7- The price does not include energy consumption. Specific surveillance service is not included in the price, so custody of stored items is not offered.
 - SX-8- The price does not include energy consumption.
 - (DELETE WHAT DOES NOT APPLY)
 - 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

2.1 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.

- 2.2** 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.
- 2.3** 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 a comprehensive insurance policy covering fire risks and other damages to property, as well as Civil Liability insurance, ensuring that, in the event of an incident, the corresponding compensation is paid covering any damages and losses caused during the execution of works, if applicable, and in the exercise of activity in the assigned space.

The LESSEE shall provide ADIF with a responsible declaration and a certificate from the insurance company guaranteeing sufficient coverage of damages and civil liability.

The LESSEE directly assumes personal responsibility for covering any compensation amounts that may exceed the contracted amount.

Such insurance must be taken out with an insurer that meets the requirements established under Law 20/2015 of 14 July on the regulation, supervision, and solvency of insurance and reinsurance entities, or any law that replaces it. The insurance policy must be delivered to ADIF no later than the moment of delivery of the space in question.

The LESSEE shall guarantee ADIF coverage of the aforementioned risks from the commencement of the contract until its termination.

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 a 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 Timetable.

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:

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.
2. Subletting or non-approved assignment.
3. Damages dolfully caused to the property.
4. Assignment of the premises leased by ADIF to activities other than those provided for in this Agreement.
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.

6. To perform in the leased premises works not previously authorized in writing by ADIF.
7. If, upon doing the works referred to in provision SIX, ADIF verifies that they do not conform to the consented ones.
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.
9. For not subscribing and/or for being overdrawn in the insurance payment, as provided for in provision SEVEN.
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.
11. If the LESSEE does not hold the authorizations and licenses necessary to perform the activity and the works.
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:

1. Over the valid term of the Agreement or the extensions agreed upon.
2. Dissolution of the legal LESSEE.
3. Loss of the property transferred for cause not attributable to ADIF.
4. 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.
5. 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.



MODEL OF CONFORMITY AND AGREEMENT TO TRANSFER SPACES FOR **SX-6** ANCILLARY SERVICES (COMMERCIAL CONTROL PRIOR TO ACCESSING TRAINS)

AGREEMENT NO. (-----)

(-----) with Tax Id (-----) and address at (-----) with proxy (-----), his/her id Nr.(-----) (-----) by deed signed on (----) (----) (----) by the Notary Public of (-----) Mr/Ms (-----) with protocol Nr. (----).

1. On (----), (Railway Undertaking) requested the infrastructure manager to access service facilities to provide services (SX-6 COMMERCIAL CONTROL PRIOR TO ACCESSING TRAINS) at (-----) station
2. The conditions offered by the Infrastructure Manager are set out in this document, together with the contract terms hereto attached as Annex 1:
 - The manager may provide railway undertakings with a desk to do a preventive control prior to accessing and boarding trains at XXX station. These desks may be fixed or mobile and may be used for a maximum period of 30 minutes before train departure, and shall have the capacity assigned to the Railway Company during the service schedule.
 - Price, the one set on the Network Statement in force for every Hour of Service.

Term: Annual, beginning its validity on the day after its notification.

Whereas (-----) accepts the terms set out in this document and its Annex 1, by signing and stamping.

DOCUMENT IDENTIFICATION:

AGREEMENT NO.

SIGNATURE:

BY (RAILWAY UNDERTAKING)

AGREEMENT TO ASSIGN THE USE

ONE. - PURPOSE OF THE AGREEMENT

The purpose of this document is shown in the document of conformity signed by (Railway Undertaking), and this document is attached to it. It does not include the custody of items deposited or stored at the desk.

The railway infrastructure manager shall enable (Railway Undertaking) the use of desks for the purpose indicated in the conformity document.

The Railway Undertaking states that it receives the indicated space in conditions of use and suitable to serve the exclusive purpose foreseen above.

TWO. - TERM OF THE AGREEMENT

- 2.1.** The term of this agreement is shown in the award resolution, as set in the document of conformity, extendable for equally long terms, up to a maximum of 5 years, unless expressly reported by the parties 6 months in advance.
- 2.2.** To carry out the early termination of the agreement by the will of any party, it is set that it reliably notifies the other party of its decision at least THREE MONTHS before the date when the resolution becomes effective.

THREE. - USE AND PRESERVATION

(Railway Undertaking) will use the space with due diligence, destining it solely and exclusively to the use described in the document of conformity, refraining from doing anything that may be detrimental or damage it.

(Railway Undertaking) shall keep in good condition, maintain and clean the facilities, equipment and items on the counter.

FOUR. - SUPPLIES

The price includes electricity consumption. Data network access is not included, and the railway undertaking shall assume access and cost. The Railway Undertaking waives to claim to ADIF-Alta Velocidad any damage caused to the supplies, provided that the damage is not attributable to ADIF-Alta Velocidad.

FIVE.- PROHIBITIONS

Any transfer, or subleasing or subcontracting with third parties the space assigned under this Agreement, shall be forbidden, provided no prior written authorization of the Infrastructure Manager. Any unauthorized transfer, or subleasing shall be a reason to terminate this agreement to assign the use.

SIX.- REASONS TO RESOLVE THE AGREEMENT

This Agreement shall be resolved for the reasons provided for in the legal system, and for the following ones:

1. The non-payment of the corresponding price, without the need for judicial or extrajudicial claim. Non-payment of the price shall accrue a default interest on the date of non-payment and from the date of non-payment;
2. Unauthorized assignment.
3. Intentionally damaging the furniture.
4. Allocating the space assigned by the Infrastructure Manager to an activity different to whatever indicated in this Agreement.
5. If the (Railway Undertaking) is sanctioned by the Administration or by the Court, due to serious misdemeanors that may damage the prestige or image of the infrastructure manager.
6. For infringing or not strictly observing the regulations on operation, safety and conditions of the space, according to the activity that takes place therein, without a need for judicial or extrajudicial claim.

The infrastructure manager shall notify (Railway Undertaking) in writing of the reason to resolve.

SEVEN. - TERMINATION OF THE AGREEMENT

In addition to the other reasons contemplated in this agreement, the contract of assignment of use will be terminated:

1. Upon expiry of the contractually established term of validity or of that foreseen over any extension.
2. Upon dissolution of the legal person of (Railway Undertaking).
3. Upon a final closure of the railway site, agreed by the infrastructure manager or the competent administrative authority, where this is due to the special needs of the management and/or operation of the public rail service, the public interest or the other reasons referred to in this agreement.
4. Any other reason agreed upon by the parties.

The (Railway Undertaking) shall not be entitled to any compensation.

EIGHT. - LIABILITIES

The infrastructure manager shall be exempt from any claim for theft, breakdowns, or damages caused by equipment items, or any other item put in the space assigned by the (Railway Undertaking).

NINE. - COMMUNICATIONS

All communications that (Railway Undertaking) addresses to the infrastructure manager in compliance with this agreement shall be to the Under-Directorate of Services and Maintenance of the Direction of Passenger Stations, located in Avda. Pio XII, 110, Caracola 18, 28036 (Madrid), assuring that it reaches its destination.

Those that the Infrastructure Manager addresses to (Railway Undertaking) shall be sent to the address shown in the document of conformity.

As long as the Infrastructure Manager does not receive communication from (Railway Undertaking) notifying any anomaly, it shall be understood that the agreement runs normally.

TEN. - LEGAL REGIME

This Agreement shall be governed by these terms and, if they're not opposed, by Law 33/2003, of 3 November, on Heritage of Public Administrations and other applicable rules of private law.

Likewise, for whatever is not indicated in these particular conditions, the documentation that has served as the basis to award this agreement, as well as the documentation delivered by the Railway Undertaking during the file processing shall apply.

ELEVEN. - JURISDICTION

For any questions that may arise from interpreting and complying with this Agreement, and in accordance with the Law on Legal Assistance to the State and Public Institutions, article 15, applicable to this State-owned business entity, the parties, with express waiver of any other jurisdiction and address that by law may correspond to them, shall submit to the Court of Madrid, and any dispute shall be resolved in application of the common national law of both parties.

TWELVE. - CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA.

The Contracting Parties shall undertake to keep confidential all data and information provided in compliance with this agreement, and shall keep this information confidential and shall not disclose it at all to any natural or legal person outside this agreement.

The personal data processed by every party to this agreement shall be processed by every party in accordance with the General Data Protection Regulation (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 liable for processing personal data collected from the other party, including their identity, contact details and proxy indicated on the heading. The purpose of the treatment is to manage and execute the agreement, keeping the data over its term and the subsequent time as legally necessary. The data may be communicated to public authorities in order to comply with legal obligations arising from the agreement.

Interested parties are informed of their right to request access to their data, rectify it, delete it, limitate or to oppose the processing, as well as the right to data portability, where appropriate, sending a letter together with a photocopy of the National Identity Card or another counterpart (NIE) with subject Data Protection to the following addresses:

Identity: Entidad pública empresarial ADIF

(N.I.F.: Q-2801660-H)

Postal address: Calle Sor Ángela de la Cruz, 3-7ª Planta, Madrid (28020).

Electronic adress: <https://sede.adif.gob.es>

Data Protection Officer: dpd.adif@adif.es

Likewise, interested parties are entitled to file a claim with the Spanish Data Protection Agency, if they understand that any right has been breached or their data have been treated illegitimately.

Interested parties may contact the Data Protection Delegate of every proxy - if they have it - contacting a channel as indicated above.

AGREEMENT TO PROVIDE LOST AND FOUND PROPERTY MANAGEMENT SERVICE (SX-9)

Together:

On the one hand, ADIF, with address at 28020 Madrid, c/ Sor Angela de la Cruz 3, and Tax Id. Q-2801660-H, with their proxy (-----), acting as (-----) duly authorized for this act.

And on the other, (-----) who shall henceforth be called RAILWAY UNDERTAKING, with Tax Id. (-----) and address at (-----) with their proxy (-----), with Id Nr. (-----) acting as (-----) by deed signed on (----) (----) (----) before the Notary Public of (-----) Mr/Ms (-----) with protocol number (----).

The attending parties, mutually recognize their legal capacity to sign, perform and grant this Agreement, and therefore

They state:

Clients may forget or lose their personal belongings, both at the stations and on board trains of various railway undertakings operating there, as well as in buses arranged as alternative transport means. Therefore, the railway system shall offer a way for clients to recover lost property.

Within the framework of liberalizing the passenger rail transport, ADIF-Alta Velocidad can offer railway undertakings a service that guarantees the custody and management of clients' lost items, delivered to the final destination stations of trains.

Also, ADIF-Alta Velocidad can guarantee the traceability of the lost object from its deposit by (Railway Undertaking) until a final delivery to its owner or drop and delivery by abandonment to the corresponding local government. Items containing personal documentation will be handed over to the State Security Forces and Corps.

This agreement determines the terms of Lost and Found Property Services by ADIF-Alta Velocidad to railway undertakings.

And by virtue of the foregoing, the attending parties sign this Agreement, committing themselves to the following:

Provisions

I. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to set the terms which ADIF-Alta Velocidad and the (Railway Undertaking) _____ commit to as from the date of signature, the Lost and Property Service, and all in accordance with the criteria and conditions set out in ADIF-Alta Velocidad Network Statement in force at all times. In this sense, the system is set to record if a client states losing or forgetting a personal item, and for the effective treatment of the reception, registration, return, delivery or removal of lost or forgotten objects by clients at stations, trains or buses and delivered to the lost property offices, both by the station staff, train or bus personnel, if any, or by anybody claiming to have found an item at the station.

II. SCOPE

Destination train stations with face-to-face client service.

III. GENERAL SERVICE SPECIFICATIONS

The general service specifications are as follows:

Hours of service

The hours of service provision shall coincide with the hours of the face-to-face Client Service at the station.

Identification of the found item. General characteristics

The Client Service will perform the exterior recognition of the most notable characteristics of the item (brand, model, color, size, material, etc.). ...) and any other features that can unequivocally identify the object.

If the found item contains other items (suitcases, bags, wallets, etc.), the Client Service Manager shall request, before opening it, the assistance of another Travel Station Agent or a Security Agent, whenever possible, so that in their presence the most notable characteristics of every item contained is acknowledged (model, color, size, material,...) or any other characteristic that can unequivocally identify the object, to record it, identifying it in the record of the item.

Recording lost property

All items considered lost shall be recorded in the Lost Property Management application of the Passenger Stations Directorate by filling in the following fields:

- Date of finding / reception.
- Characteristics of the item(s).
- Collected: Name of the person responsible for the Client Service and, where appropriate, name and record of the agent who was present acknowledging the item.
- Registration number.

A label shall be attached to all delivered items, with at least the following information: Record number and date of receipt.



The scope of the contract excludes objects that are not considered to be lost, including for information and not limited to: animals or plants, objects of a perishable or unhealthy nature (food unpacked or without seal or with expiry date fulfilled, dirty clothing, waste, broken material, dangerous, organic matter, etc.), bank cards forgotten at sale points of railway undertakings, items not admitted by competent bodies, objects considered to be dangerous (chemicals, illegal commercial traffic, etc.).

Neither shall valid train tickets for travel be considered as lost item, depending on the date, since, in any case, these shall be delivered to the corresponding Railway Undertaking.

If the found item is money, it shall be considered as a “movable item” and it shall be kept in a closed envelope, indicating the registration number assigned to the item by the application of lost items, and it shall be deposited in a safe place, or in the safe at the station, if it exists, with the same treatment as other lost items.

Any identification provided (Id card, Tax id, passport, driving license, or any similar legal document), as well as its envelope (wallet,...), or bank cards, shall be recorded and delivered to the nearest Police Station or Department, also recording it. If the documentation is housed in a container (bag, wallet...), in order not to split the lost object, the container object shall be delivered entirely.

If the registered item corresponds to a transport pass or similar, it shall be delivered to the Autonomous Community or corresponding Public Body (Provincial Council, City Council...) that issued it, or to the responsible Authority/Consortium where appropriate, recording this fact.

Identification of who found the object, and a proof of delivery

The person responsible for the Client Service shall complete the personal identification (name, ID or passport, postal address, contact telephone number) of the Finder (if the latter gives his data) or, failing that, the type of Finder (employee of the railway undertaking, passenger, safety personnel...) in the corresponding cell of the lost items' application. In any case, the protection of the personal data provided is guaranteed, in accordance with provision X hereunder, and the applicable legal regulations (Organic Law 3/2018, of 5 December, 1979) on protection of personal data and guarantee of digital rights and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on protection of natural persons with regard to processing personal data and on the free movement of such data.

The finder will be offered proof of delivery, obtained from the application of lost objects.

The Client Service person shall inform the Finder of the legal deadlines established.

As a general rule, the term to deposit lost objects is 2 years, unless ADIF-Alta Velocidad sets - through the corresponding legal instrument - a shorter term with the Municipalities, in their capacity as responsible for publishing lost and unclaimed objects for two consecutive Sundays (Civil Code, article 615), as well as for delivering the item (if the owner was not found) to its finder.

Given no agreement with the city's competent body, or if there is a partial agreement (it does not take care of any type of item), the periods of stay in the warehouse shall be determined at every station according to other agreements with other bodies such as non-governmental organizations (NGOs) or non-profit foundations.

Only an item shall be kept for the fixed time, if the finder expressly requests it upon delivery and if the City Council does not take over the item.

The delivery by Security Agents, railway undertakings or ADIF-Alta Velocidad in service, shall not grant rights as Finder.

Determination of the owner

As a result of the item identification, if the Client Service can determine who the owner is due to the communications received, the Client Service shall immediately proceed locate and inform him/her of the procedure and place to collect the item.

Similarly, he/she shall be informed of the deadlines set to store the items.

IV. LIABILITIES

ADIF-Alta Velocidad shall be exempt from any liability for the status of the lost items when found delivered by the (Railway Undertaking).

V. ECONOMIC CONDITIONS

The prices to be applied shall be in force at all times in order to provide Lost Items' Services (SX-9), as published in the Network Statement.

VI. TERM OF THE AGREEMENT

This Agreement shall enter into force on _____ 20XX and it shall be valid until (one year) _____, with tacit extensions for annual periods up to a maximum of 5 years, and it may be denounced by any party six months in advance.

The Agreement shall be deemed to be tacitly extended if neither party informs the other of their intention not to extend it six months before it expires.

VII. REASONS TO TERMINATE THE AGREEMENT

This agreement shall be deemed extinguished for the following reasons:

1. By mutual agreement of the parties.
2. Upon written denunciation of any party with a term six months, under the terms provided for in this agreement.
3. For non-compliance by any party.

In the event of non-compliance causing a non-payment by (Railway Undertaking) _____ of the amounts due to provide the service and without prejudice to the termination of this agreement, ADIF-Alta Velocidad may proceed to suspend the service, after express notification to the railway undertaking. The suspension of service shall be maintained until payment is made or the debt is sufficiently guaranteed.

Upon terminating the agreement for whatever reason, all rights and obligations arising prior to the its termination shall be paid off and fulfilled by both parties, without prejudice to the rights and obligations resulting from this termination, in accordance with Law and this agreement.

VIII. NOTIFICATIONS

To send notifications, the parties may choose any legal system, which proves a correct reception, by the following persons assigned as spokespeople by the signing entities:

By (Railway Undertaking)

Signed: _____

[POSITION] _____

By ADIF

Signed: _____

[POSITION] _____

IX. APPLICABLE LAW AND JURISDICTION

The provision of the service under this Agreement shall be governed and interpreted by the rules of the railway sector and by Private Law. In accordance with Law 38/2015 44.4, article 44.4 of 29 September, on the railway sector, the National Market and Competition Commission shall be competent to hear and resolve complaints lodged by railway undertakings and other applicants if the principle of non-discrimination to provide ancillary services is deemed to be infringed. This is without prejudice to the competence of the ordinary jurisdiction to resolve any disputes arising in connection with fixing or paying private prices.

For these purposes the parties shall submit to the Courts of Madrid, waiving any other jurisdiction that may correspond to them.

X. CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA

Both parties undertake to keep secret all data and information provided by ADIF related to the agreement, and the successful tenderer shall keep said information secret, and shall not disclose it at all to any natural or legal person who does not sign this agreement.

The personal data shall be processed by ADIF-Alta Velocidad in order to manage and keep the service provision. The legal basis of the data treatment is to provide the service. The data shall be kept over the legally established term, and shall not be transferred to any third party, except as legally required.

He/she may access the data, rectify it or delete it, or oppose to its treatment and request its limitation by directing a request to the address: Email of the delegate dpd. adifav@adif.es or by post to Calle Sor Angela de la Cruz, 3-7ª planta, 28020 – Madrid attaching a photocopy of the ID or passport.

And in proof of conformity they sign this Agreement, in two copies, at the place and date indicated on the heading.

By (Railway Undertaking)

Signed: _____

[POSITION] _____

By ADIF

Signed: _____

[POSITION] _____

AGREEMENT TO PROVIDE ADIF SERVICES TO ASSIST PERSONS WITH DISABILITIES AND/OR REDUCED MOBILITY WHILST BOARDING OR UNBOARDING TRAINS (SX-12)

Together:

On the one hand, the public business entity ADIF, which will henceforth be called ADIF, with address at c/ Sor Angela de la Cruz 3, 28020 Madrid, with Tax id Q-2801660-H, its proxy (-----), as (-----) duly authorized for this act.

And on the other, (-----) who shall henceforth be called Railway Undertaking, with tax id (-----), and address at (-----) its proxy (-----), with Tax id (-----) acting as (-----) as by deed of (----) (----) (----) before the Notary Public of (-----) Mr. (-----) with protocol number (----).

The attending parties, mutually recognize their legal capacity to sign, perform and grant this Agreement, and therefore

They state:

In the framework of the rail passenger transport liberalization, the entry of new rail operators and Regulation (EU) 2021/782 OF THE EUROPEAN PARLIAMENT and OF THE COUNCIL of 29 April 2021 on rail passenger rights and obligations, "on departure from a manned railway station, during transit through or upon arrival at a railway station, the station manager or the railway undertaking shall provide assistance free of charge so that persons can board the train, move to a connecting train for which they have a ticket, or disembark from the train, provided that there are trained personnel in service ...".

This agreement sets the terms to provide Adif Acerca Service to board and disembark passengers according to the prices approved by the Board of Directors of Adif - in force at all times - as stated in the aforementioned Adif Network Statement for ancillary services at service facilities.

And by virtue of the foregoing, the attending parties sign this Agreement, committing themselves to the following:

Provisions

I. PURPOSE

The purpose of this Agreement is to set the terms under which Adif and the (Railway Undertaking) _____ shall - as from the date of signature - provide ADIF Services to assist persons with disabilities and/or reduced mobility whilst boarding and disembarking trains and their accommodation on their seats, and their allowed baggage using, for this purpose, mechanical means or with personal accompaniment, and all this in accordance with the general criteria mentioned in the document with the private prices approved by Adif, and in accordance with Adif Network Statement in force at all times.

II. SCOPE OF APPLICATION OF THE SERVICES AND ADVANCE OF ATTENDANCE NOTIFICATIONS

The service shall be provided at the stations according to the modes indicated in the Network Statement.

For the service provision, (Railway Undertaking) _____ shall send to Adif the corresponding request, trying to respect, as far as possible, the following periods of notice:

- **Permanent service:** It is provided at stations with a Mobility Assistant (AM) in person throughout the commercial opening hours of the station. Assistance requests shall be covered up to 30 minutes prior to train departure.

Adif, in coordination with railway undertakings, for circumstances duly justified and unforeseeable upon signing this agreement, may modify the scope and modes of provision to adjust them to the specific situation. This modes shall not imply for Adif any liability or an assumption of claims with a financial content.

The scope and modes of service provision are published in Adif Network Statement.

(Railway Undertaking) _____, shall request from Adif the stations included in the scope of Adif Acerca Service to provide the service to clients (Annex Nr. 1). This relationship may be modified by mutual agreement between the parties at least 30 working days in advance. Likewise, (Railway Undertaking) _____, may request Adif to extend Adif Acerca Service to a new station not included in the scope of the service. In this case, Adif shall analyze the feasibility of the proposal and, if feasible, inform (Railway Undertaking) _____ on the expected date of service commencement at the new station.

III. TYPE OF ASSISTANCE

The purpose of this Agreement is to set the terms for Adif to provide (Railway Undertaking) _____ -upon its signature date - Adif Acerca Service to assist people with disabilities and/or reduced mobility upon stepping on and off trains, and their accommodation on their seats and the luggage allowed, using, for this purpose, mechanical means or personal accompaniment, and all in accordance with the general criteria set in the document subject to the private prices approved by Adif, and in accordance with Adif Network Statement in force at all times.

The following types of assistance are provided:

1. Person in own wheelchair occupying square H.
2. Person in folding own wheelchair occupying a regular place.
3. Person with sensory or cognitive disability.
 - 3.1 Visual impairment.
 - 3.2 Hearing impairment.
 - 3.3 Cognitive disability.
 - 3.4 Deafblindness disability.
4. Person with difficulty of displacement.
 - 4.1 Person with difficulties in upper/lower limbs.
 - 4.2 Elderly person.
 - 4.3 Person with child cart.
 - 4.4 Pregnant person.



4.5 Any other person with reduced mobility, as provided for in Implementing Regulation (EU) 2021/782, article 3(21) of the European Parliament and of the Council of 29 April 2021 on rail passengers' rights and obligations.

5. National Transplant Organization

IV. MEETING POINTS

The assistance will be provided at the station of origin, from the meeting point to the accommodation of the assenger in the seat of the train or seat H, as indicated on the ticket, and vice versa in the case of assistance at the destination.

The meeting points are defined at every station and are published in Adif Network Statement.

The meeting points are also areas where assistance will end in the case of arriving passengers. However, it can be agreed upon with the passenger the alternative place of the station to end the service (taxi stop, parking, exit gate, etc.).

V. GENERAL SERVICE SPECIFICATIONS

The general service specifications are as follows:

Hours of service

The hours of service provision will coincide with the business hours of the passenger station published in the Network Statement.

If, as a result of rail traffic, a train arrives at a station outside of business hours and the passengers include persons with disabilities and/or reduced mobility, the destination station will keep the assistance service operational, regardless of the time of arrival of the train.

Traffic to assist

The service is configured to assist high speed, long distance and medium distance traffic of all railway undertakings.

Commuter traffic is excluded because it considers that this provision could affect punctuality, at stations with commuter traffic, or trains allocated to them, which already have a very high level of accessibility and allow their use independently.

Service to provide upon passengers' request and adapted to their needs

The service guarantees the provision of any assistance in compliance with the established deadlines of notice.

In the event of late requests, Adif will make their best efforts to provide, as far as possible, the necessary assistance, so that the person with disabilities or with reduced mobility can make their trip. In any event, the refusal of service on this basis must be duly justified, keeping the Railway Undertaking informed.

The provision of service shall endeavor to adapt, at all times and to the extent possible, the particular assistance needs of passengers. In this sense, mobility assistants shall consult the passenger with the aim of trying to adapt the provision of services to their needs.

Adif will ensure that at all stations there are appropriate spaces to wait until the time of boarding the train. Passengers in a waiting situation will also be assisted by service personnel.

Attention to incidents affecting rail traffic

The service covers assistance to passengers in situations of incidents affecting rail traffic.

In a sense, two situations may arise:

- **Incidents that prevent an ordinary operation of rail traffic:** In this case, an attempt shall be made, as far as possible, to provide the service at stations assigned for transshipment. Also, as indicated above, the destination stations shall remain open and staffed to provide the necessary assistance regardless of the time of train arrival.
- **Incidents caused by programming works in the infrastructure:** In these cases Adif, in coordination with the railway undertakings, shall define the Alternative Transport Plans (PATs), between stations included in the scope of service. In application of a TAP, possible assistance in transfers between trains or to other alternative means of transport shall be provided.

Guide dogs, assistance and support

Spaces shall be provided, as far as possible, for guide and assistance dogs to perform their physiological needs. Furthermore, they will get some water, at the request of their users.

The service personnel will coordinate with the railway undertakings the boarding of these dogs on trains ensuring, at all times, that they do not separate from their owners.

Treatment of groups

The stations shall be provided with sufficient means to provide this type of assistance. In this sense, since the sale of group tickets is carried out by the railway undertakings using specific procedures, it shall be ensured that the information of these sales is provided to the service providers as far in advance as possible, which in no case should be less than 48 hours.

The means and resources provided may be lower than those available if assistance is provided on an individual basis.

Baggage

Adif Acerca Service shall assist people with disabilities and/or reduced mobility upon transferring baggage in accordance with the Baggage Policy of the (Railway Undertaking) _____

Material means

The assets included to provide the service are:

- Elevating platforms
- Ramps
- Wheelchairs

Adif shall perform the corresponding equipment maintenance to ensure a correct operation.

VI. QUALITY MANAGEMENT

Service follow-up

Adif and (Railway Undertaking) _____ shall hold regular meetings to monitor the service and analyse the incidents, as well as to adopt preventive and corrective measures.

Maintenance of AENOR Certification

Adif, regarding Adif Acerca Service, is committed to maintaining the certification of the Universal Accessibility Management System according to UNE-170001-2:2007.

VII. FINANCIAL CONDITIONS

The prices to be applied will be in force at all times for Adif Services to assist Persons with Disabilities and/or Reduced Mobility upon boarding or disembarking trains (SX-12) as published in the Network Statement.

VIII. AGREEMENT VALIDITY

This Agreement shall enter into force on _____ 20XX and it shall be valid until (one year) _____, with tacit extensions for annual periods up to a maximum of 5 years, and it may be denounced by any party six months in advance.

The Agreement shall be deemed to be tacitly extended if neither party informs the other of their intention not to extend it six months before it expires.

IX. REASONS TO TERMINATE THE AGREEMENT

This agreement shall be deemed extinguished for the following reasons:

1. By mutual agreement of the parties.
2. Upon written denunciation of any party with a term six months, under the terms provided for in this agreement.
3. For non-compliance by any party.

Given non-compliance resulting in a non-payment by (Railway Undertaking) _____ of the amounts ayable to provide the services and without prejudice to terminating this agreement, ADIF may proceed to suspend the service, after express notification to the railway undertaking, which shall assume, in any case and with its own means, assistance to persons with disabilities and reduced mobility in the terms provided for under Law. The suspension of service shall be maintained until payment is made or the debt is sufficiently guaranteed.

Upon terminating the agreement for whatever reason, all rights and obligations arising prior to the its terminatino shall be paid off and fulfilled by both parties, without prejudice to the rights and obligations resulting from this termination, in accordance with Law and this agreement.

X. NOTIFICATIONS

To send notifications, the parties may choose any legal system, which proves correct reception, by the following persons assigned as spokespersons by the signing entities:

By (Railway Undertaking)

Signed: _____

[POSITION] _____

By ADIF

Signed: _____

[POSITION] _____

XI. APPLICABLE LAW AND JURISDICTION

The services provided under this Agreement shall be governed and interpreted by the rules of the railway sector and by Private Law. In accordance with Law 38/2015 44.4, article 44.4 of 29 September, on the railway sector, the National Market and Competition Commission shall be competent to hear and resolve complaints lodged by railway undertakings and other applicants if the principle of non-discrimination to provide ancillary services is deemed to be infringed. This is without prejudice to the competence of the ordinary jurisdiction to resolve any disputes arising in connection with fixing or paying private prices.

For these purposes the parties shall submit to the Courts of Madrid, waiving any other jurisdiction that may correspond to them.

XII. CONFIDENTIALITY AND DATA PROTECTION

Both parties undertake to keep secret all the data and information provided by ADIF regarding this agreement, the successful tenderer shall keep said information secret and shall not disclose it in any way, in whole or in part, to any natural or legal person who is not a party to the contract.

Personal data shall be processed by ADIF to manage and maintain the service. The legal basis of the data treatment is to provide the service. The data shall be kept over the legally established term, and shall not be transferred to any third party, except as legally required.

He/she may access the data, rectify it or delete it, or oppose to its treatment and request its limitation by directing a request to the address: Email of the delegate dpd.adif@adif.es or by post at Calle Sor Angela de la Cruz, 3-7º planta, 28020 – Madrid attaching a copy of the ID or passport.

And in proof of conformity they sign this Agreement, in two copies, at the place and date indicated on the heading.

By (Railway Undertaking)

Signed: _____

[POSITION] _____

By ADIF

Signed: _____

[POSITION] _____

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.

- IV. This Catalogue is updated and published on ADIF website: www.adif.es.
- V. Furthermore and in accordance with ADIF Network Statement, every client shall sign a contract with ADIF to provide UTI handling services offered by ADIF.
- VI. [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-months advance notice.

The Contract shall be deemed to be tacitly extended when neither party informs the other of their intention not to extend it three 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 three months in advance.
- d. For the revocation of the railway company licence or safety certificate.

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.*

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.

- 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-months advance notice.

The Contract shall be deemed to be tacitly extended when neither party informs the other of their intention not to extend it three 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 three 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.

- 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 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

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-months advance notice.

The Contract shall be deemed to be tacitly extended when neither party informs the other of their intention not to extend it three 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 three months in advance.
- d) For the revocation of the railway company licence or safety certificate.

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.

- 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-months advance notice.

The Contract shall be deemed to be tacitly extended when neither party informs the other of their intention not to extend it three 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 three 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"
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 - 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 hand, [NAME] _____, [POSITION] _____, acting in the name and on behalf of ADIF-Alta Velocidad, with Tax Identification Number (C.I.F.) Q2802152E and registered office in Madrid at Calle Sor Ángela de la Cruz, 3, 28020 Madrid (hereinafter, the “Infrastructure Manager”).

And, on the other hand, [NAME], [POSITION], holder of National Identity Document (DNI) No. _____, acting in the name and on behalf of the railway undertaking or applicant _____, with Tax Identification Number (N.I.F.) _____ and registered office at _____, pursuant to a power of attorney granted before the notary of _____, [NAME], on _____ (hereinafter, the “Applicant”).

Both Parties acknowledge that they have the requisite authority and legal capacity, respectively, to enter into this Framework Agreement.

Recitals:

- A.** Railway infrastructure managers are empowered, pursuant to Article 38(3) of Law 38/2015 of 29 September on the Railway Sector (hereinafter, the “Railway Sector Law” or “LSF”), to conclude framework agreements with applicants for the reservation of capacity, setting out the characteristics of the infrastructure capacity requested and that offered to the applicant for a duration exceeding a single timetable period.

The execution of framework agreements enhances transparency, objectivity and non-discrimination within the railway system, as well as ensuring the efficient use of available capacity. In this way, applicants’ transport projects are afforded legal certainty regarding the availability of capacity over time, in accordance with their legitimate commercial expectations and the investments they have made.

- B.** The Boards of Directors of Adif and ADIF-Alta Velocidad, at their respective meetings held on [XXXXXXXXXXXX], resolved to award to [XXXXXXX] the requested framework capacity, under the terms set out in [XXXXXXXXXXXX].

Such award is subject to notification to and approval by the Comisión Nacional de los Mercados y de la Competencia (CNMC), in accordance with Article 38(6) of Law 38/2015 of 29 September on the Railway Sector and Article 13(3) of Order FOM/897/2005 of 7 April concerning the network statement and the procedure for the allocation of railway infrastructure capacity.

- C.** On [XXXXXX], the Board of the CNMC adopted a Resolution (File No. [XXXXXX]) approving [XXXXXXXXXX].
- D.** The Applicant has demonstrated that it holds a railway undertaking licence, without prejudice to compliance with the requirements set out in Articles 48 et seq. of the Railway Sector Law and Chapter 3 of the current Network Statement in order to commence operations.

E. The following Annexes form an integral part of this Framework Agreement:

- Annex 1: Technical and operational parameters.
- Annex 2: Reserved framework capacity.
- Annex 3: Letter of commitment to submit, within 18 months from the commencement date of this Framework Agreement, a calculation of the carbon footprint for Scope 1, 2 and 3 emissions arising from railway traffic, in accordance with the GHG Protocol or an equivalent methodology.
- Annex 4: Letter of commitment to submit, within 18 months from the commencement date of this Framework Agreement, a carbon footprint reduction plan with reduction targets for all scopes (1, 2 and 3), applicable until the expiry of the Framework Agreement, including measurement of the achieved reductions in both percentage and absolute terms.

In view of the foregoing, it has been agreed as follows:

CLAUSE 1 – PURPOSE

1. This Framework Agreement establishes the mutual rights and obligations of the Applicant and the Railway Infrastructure Manager in relation to the process for requesting framework capacity on the following line for the requested transport service:
[SPECIFY LINE]
2. Such services shall operate on the lines of the Railway Network of General Interest (RFIG) managed by the Railway Infrastructure Manager and shall give rise to the payment of the applicable charges for the use of railway infrastructure.

CLAUSE 2 – COMMITMENTS OF THE RAILWAY INFRASTRUCTURE MANAGER

1. The Railway Infrastructure Manager undertakes to offer the Applicant, for each working timetable during the term of this Framework Agreement, the capacity described in Annex 2 hereto, subject to an annual reduction margin of up to xx% of the train-km reserved on the said line, for possible adjustments in the Manager's scheduling.
2. For this purpose, the corresponding capacity shall be allocated on an annual basis, in accordance with the Applicant's requests submitted for each working timetable and within the margin referred to in the preceding paragraph, following the usual procedures and channels set out in the Network Statement in force at any given time.
3. The Railway Infrastructure Manager guarantees that framework capacity applications shall be processed on the basis of objective and non-discriminatory criteria, and within the time limits required for the commencement of services. It shall also take into account any framework agreements already concluded, so as to ensure the legitimate rights of Applicants and the efficient operation of railway infrastructure.
4. In the event of non-compliance with the capacity reservation commitments set out in Annex 2, within the aforementioned annual margin, due to causes strictly attributable to the Infrastructure Manager's operations, the Applicant shall be entitled to compensation for all heads of loss, under the terms provided in Clause 9.
5. Upon receipt of the aforementioned compensation, the Applicant shall be deemed fully and entirely indemnified for all damages, costs, and losses (including loss of profit) arising from such breach.

6. The capacity allocated under this Framework Agreement shall take into account:

- a) The condition of the infrastructure and any known developments thereof as of the date of execution of this Framework Agreement, as formally notified to the Applicant or as specified in the Network Statement.
- b) The planning of maintenance and investment works on the network lines, as formally notified to the Applicant or as specified in the Network Statement.
- c) The technical characteristics and performance of the trains, in accordance with the operational plan submitted by the Applicant and described in Annex 1.
- d) The existence of specialised lines as of the date of execution of this Framework Agreement.
- e) The existence of congested infrastructure as of the date of execution of this Framework Agreement.
- f) The capacity requirements of international freight corridors.
- g) The priorities of passenger and freight transport.

In accordance with Article 38(4) of Law 38/2015 of 29 September on the Railway Sector, this Framework Agreement shall not preclude the use of the relevant infrastructure by other applicants or for other services.

CLAUSE 3 – COMMITMENTS OF THE APPLICANT

1. The Applicant undertakes to request and operate the framework capacity allocated, agreed, and described in Annex 2, for each working timetable, in accordance with the calendar and deadlines established in the Network Statement in force at any given time. For this purpose, an annual reduction margin of up to xx% of the reserved train-km is contemplated, such percentage being assessed for line [SPECIFY LINE], to allow for possible adjustments in scheduling by the Applicant.

The framework capacity reserved under this Framework Agreement covers the origin and destination specified in Annex 2. Accordingly, and irrespective of the number of intermediate stops, any train path request within the working timetable that does not correspond to such characteristics, or that, while corresponding, does not comply with the technical or operational parameters set out in Annex 1, shall not be considered as reserved framework capacity.

Where a conflict arises between train path requests not covered by a Framework Agreement and train path requests submitted under this Framework Agreement, the Infrastructure Manager shall apply the path coordination procedure provided for in the Network Statement, including the prioritisation criteria, in accordance with Article 10(5) of Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on procedures and criteria concerning framework agreements for the allocation of railway infrastructure capacity.

2. Annex 1, entitled Technical and Operational Parameters, sets out the characteristics of the rolling stock used by the Applicant, as well as the stops, stabling, and other operational parameters which the Applicant shall comply with throughout the entire term of this Framework Agreement.

Any change to the above-mentioned parameters shall be notified to the Infrastructure Manager without delay and, where such change affects the rolling stock, at least two (2) months prior to the submission of the application for authorisation for placing it on the market.

Failure to comply with the notification obligation within the time limits set out in this Clause may result in a reduction of the framework capacity affected by the modification for the current working timetable.

The Infrastructure Manager may request the Applicant to provide, within a period not exceeding fifteen (15) days, the documentation necessary to assess the impact of any such modification of the aforementioned parameters.

Furthermore, the Infrastructure Manager shall assess whether the modification of the parameters set out in Annex 1 affects the capacity allocated under this

or any other framework agreements concluded with other Applicants. If so, the Infrastructure Manager shall propose the appropriate amendments to the Framework Agreement for the affected working timetables or, where applicable, for the entire duration of the Framework Agreement, in which case Clause 7 (Amendments or Limitations to the Framework Agreement) and, where applicable, Clause 8 (Termination of the Framework Agreement) shall apply.

In the event that the modification affects Framework Agreements concluded with other Applicants, the Infrastructure Manager shall notify all interested parties in accordance with the provisions of Clause 7(3), and shall, where appropriate, initiate a coordination process with all affected parties, in accordance with Articles 9 and 10 of Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on procedures and criteria concerning framework agreements for the allocation of railway infrastructure capacity.

3. Without prejudice to Clause 8 of this Agreement and except for the cases provided for in Clause 4, in the event that the Applicant fails to request or operate the agreed capacity for the subsequent working timetable, within the aforementioned annual reduction margin and in accordance with the calendar and deadlines established in the Network Statement, the railway undertaking shall be liable to pay compensation to the Infrastructure Manager for all heads of loss, under the terms set out in Clause 9.

Upon receipt of the aforementioned compensation, the Infrastructure Manager shall be deemed fully and entirely indemnified for all damages, costs, and losses (including loss of profit) arising from such breach.

4. The Infrastructure Manager shall not claim the compensation referred to in the preceding paragraph:
 - a) a) Where the breach of the obligation set out in paragraph 1 of this Clause is due to causes beyond the control of the Applicant, provided that such causes have been promptly notified to the Infrastructure Manager.

For these purposes, causes relating to the Applicant's contractors or suppliers, as well as the legal relationships referred to in Article 1903 of the Spanish Civil Code, shall not be considered causes beyond the control of the Applicant.
 - b) Where the Applicant has been refused a supplementary capacity request upon which the viability of the planned rail service depended.
 - c) Where the Infrastructure Manager has been able to reallocate the train paths in such a way that the losses arising from the non-compliance have already been covered.

CLAUSE 4 – EXCEPTIONS TO THE PARTIES' COMMITMENTS

1. The commitments set out in Clauses 2 and 3 shall not apply where any of the following circumstances occur:
 - a) Force majeure events, defined as any event not attributable to either Party to this Framework Agreement and which cannot be foreseen or prevented, including the following events:
 - I) Criminal acts, terrorist acts or acts of war (whether declared or not), the threat of war, revolution, riot, insurrection, civil disturbance or sabotage.
 - II) Acts of vandalism.
 - III) Natural disasters or phenomena, 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).
 - IV) Nuclear, chemical or biological contamination.
 - V) Pressure waves caused by devices travelling at supersonic speeds.

- VI) Discovery of fossils, antiquities or unexploded bombs.
 - VII) Strikes or similar actions, provided that they are recognised under applicable law or by the courts and subject to their specific conditions.
 - VIII) Any other event deemed force majeure under applicable legislation or case law.
- b) A decision of a public authority having an impact on the allocation of capacity and train paths, such as the application of priority rules or prior requests for defence or civil security purposes.
2. Where any of the circumstances referred to in the preceding paragraph arise, the affected Party shall promptly notify and substantiate the force majeure event and its consequences, and in any event within fifteen (15) calendar days from the date on which it becomes aware of such circumstance. [AL1.1]
3. In any case, the Party affected by a force majeure event shall be obliged to take all reasonable measures to avoid or, where applicable, mitigate the effects and duration of such circumstance.

CLAUSe 5 – CHARGES FOR THE USE OF RAILWAY INFRASTRUCTURE

The payment of the charges applicable for the use of the infrastructure managed by the Railway Infrastructure Manager shall be made in accordance with the provisions set forth in Law 38/2015 of 29 September on the Railway Sector, the Regulation on the determination of railway charges, and the Network Statement in force in each year of the term of this Framework Agreement.

CLAUSe 6 – TERM OF THE FRAMEWORK AGREEMENT

1. This Framework Agreement shall take effect as of the date of its signature and shall remain in force until XX XXXXX 203X, in accordance with the Business Plan submitted by the Applicant in the Framework Capacity Allocation Procedure.
2. Without prejudice to the foregoing, the Applicant may request that the allocated framework capacity commence at any time, but no later than five (5) years from the date of the request, in accordance with Article 6(3) of Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on procedures and criteria concerning framework agreements for the allocation of railway infrastructure capacity.

The Infrastructure Manager shall not reject such request where the time required to commence the service is justified by any of the following reasons:

- a) That this Framework Agreement constitutes a prerequisite for the financing of the rolling stock required for a new service;
- b) That it is necessary to obtain the authorisation for the rolling stock referred to in point (a);
- c) The scheduling of the commencement of operations at loading or dispatch terminal facilities, or the opening of a connecting section of infrastructure;
- d) A clause contained in an existing public service contract.[AL2.1]

The Infrastructure Manager or the Applicant may request the regulatory body to approve a period exceeding five (5) years. The regulatory body may grant such approval on grounds other than those set out in points (a) to (d) of this paragraph.

In the cases provided for in the preceding paragraph, the term of the Framework Agreement shall be calculated from the actual commencement of the use of capacity.

Capacity allocated under this Framework Agreement, but not utilised due to the time required to commence operations, shall remain available to other Applicants until the Applicant commences use of the framework capacity.

In the event that the Infrastructure Manager concludes one or more other framework agreements on the same line as this Agreement, within the same framework capacity allocation procedure, and in which the signatory has exercised the option provided for in this paragraph, the Applicant may request, subject to prior approval by the regulatory body, that the allocated framework capacity commence simultaneously at the earliest point in time at which any other Applicant party to a framework agreement commences operations on the said line.

3. Where the Applicant exercises the option provided for in paragraph 2), points (a) and (b), it shall undertake:

- a) To provide the Infrastructure Manager with a binding timetable, including:
 - I) All activities necessary to meet the committed commencement date of operations, duly detailed and explained in the Spanish language, including the sequence and interdependencies between them and reference to key milestones;
 - II) The timeframes required for the State Railway Safety Agency to grant authorisation for placing on the market the various units of rolling stock associated with the operation.

Any amendment to the binding timetable shall be notified to the Infrastructure Manager without delay.

- b) To inform the Infrastructure Manager of the fulfilment of the key milestones set out in the timetable and, in any event, of those milestones achieved at 24 months, 12 months, and 6 months prior to the planned commencement of services.
- c) To inform the Infrastructure Manager of the characteristics of the rolling stock for which authorisation for placing on the market is to be requested from the State Railway Safety Agency, at least two (2) months prior to the date of submission of such request.

4. Candidates may request the renewal of the Framework Agreement for a single additional period, the duration of which shall not exceed that of the term of the framework capacity.

The infrastructure manager shall grant such request provided that:

- a) The candidate has complied with the commitments undertaken upon execution of the Framework Agreement, in particular those relating to the obligations set out in Clause 3 of this Agreement.

For the purpose of verifying compliance with the obligations relating to the use of the framework capacity set out in the Framework Agreement, the requirement shall be deemed to have been fulfilled where the candidate has operated, over the evaluation period, at least XX% of the capacity provided for in the Framework Agreement. The evaluation period shall run from the commencement of the framework capacity as specified in Clause 6 up to the end of the service timetable immediately preceding the date of the renewal request.

In calculating the aforementioned compliance percentage, account shall be taken not only of the capacity actually operated during the entire aforementioned period, but also of the circumstances provided for in Clauses 3 (paragraph 4) and 4.

- b) That specific investments are provided for in the financial and economic plan submitted together with the application for the Framework Agreement, the amortisation period of which exceeds or is at least equivalent to the duration of the renewal period requested.
- c) That the candidate has complied with the commitments relating to the reduction of the carbon footprint as set out in Annexes Nos. 3 and 4, the results of which shall be evidenced by means of a report prepared, at the candidate's request and expense, by a duly accredited independent entity.

The request for renewal shall be submitted 36 months prior to the expiry of the term of the Framework Agreement and shall include supporting documentation evidencing the requirements set out in paragraphs (b) and (c).

Furthermore, the infrastructure manager shall assess compliance with the renewal requirements, taking into consideration any Decisions that may have been adopted in accordance with the provisions of Clause 9 of this Agreement. For this purpose, within a period of three (3) months from the date on which all the required documentation is available, the infrastructure manager shall issue a report assessing compliance with the renewal conditions. Said report shall be notified to the candidate, who shall be granted a maximum period of fifteen (15) working days in which to submit observations and, where appropriate, provide any documents deemed relevant.

Upon consideration of the observations and any additional documentation submitted by the candidate, the infrastructure manager shall adopt a reasoned Decision accepting, limiting or, as the case may be, refusing the renewal of the Framework Agreement.

The infrastructure manager may refuse or limit the duration of the extension of the Framework Agreement in the event of substantial changes affecting the essential conditions under which this Framework Agreement was concluded, including, inter alia, new legal or regulatory measures.

5. The candidate may request the termination of the Framework Agreement in accordance with Clause 8 of this Agreement.

CLAUSE 7 – AMENDMENTS OR LIMITATIONS TO THE TERMS OF THE FRAMEWORK AGREEMENT

1. The infrastructure manager shall periodically review the Framework Agreement with the candidate in order to assess the framework capacity, in accordance with Article 11(1) of Commission Regulation (EU) 2016/545 of 7 April 2016 on the procedures and criteria concerning framework agreements for the allocation of railway infrastructure capacity.

2. Any amendment to the terms and conditions of this Framework Agreement may be made in the following circumstances:

- a) At the request of either party, subject to acceptance by the other party.

For such purpose, the parties shall request, in writing, the amendment of the Framework Agreement, providing the supporting documentation substantiating such request. The processing of the amendment shall be governed by the provisions of Law 39/2015 of 1 October on the Common Administrative Procedure of Public Administrations.

- b) Where new legal or regulatory measures are introduced which affect, in whole or in part, the provisions of this Framework Agreement.
- c) As a result of a substantial increase in railway charges by the infrastructure manager.
- d) In the event of a conflict between this Framework Agreement and applications for new or amended framework agreements whose coordination is not possible, in accordance with the provisions of Articles 9 and 10 of Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on the procedures and criteria concerning framework agreements for the allocation of railway infrastructure capacity.
- e) Where the candidate uses this Framework Agreement to operate transport services wholly or partially subject to public service obligations within the meaning of Article 59 of the Spanish Rail Sector Law (Ley del Sector Ferroviario), upon termination of the public service obligation contract entered into with the relevant public authority. In such case, no compensation of any kind shall accrue either to the candidate or to the infrastructure manager.



- f) Without prejudice to the foregoing cases, the railway infrastructure manager may amend or limit the terms of this Framework Agreement, upon giving sufficient prior notice to the candidate, as a result of the adoption of measures aimed at achieving a more efficient use of the railway infrastructure, such as safety improvements, gauge changes or other measures, where no other reasonable means exist to achieve such objective.

Such amendments may affect the capacities offered by the railway infrastructure manager as described in Annex 2, including by adjusting the characteristics of the capacity (for example, journey times or reserved time slots) and, where necessary, proposing alternative routes over which the railway undertaking is legally authorised to operate its trains. The capacity offered may also be reduced in such circumstances where no other reasonable option is available.

In such case, no compensation of any kind shall accrue either to the candidate or to the infrastructure manager.

- g) In accordance with Article 11 of Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on the procedures and criteria concerning framework agreements for the allocation of railway infrastructure capacity, the railway infrastructure manager may reduce the capacity committed for the current working timetable and, where applicable, for a subsequent period, without any entitlement to compensation on the part of the candidate, in the following cases, unless the candidate demonstrates without delay that the failure to request train paths was due to causes beyond its control:
- l) Where, during the annual timetable planning process, the candidate does not request train paths on the basis of this Framework Agreement.
 - l) Where the candidate uses, for a period exceeding one month, less than 80% of the reserved framework capacity on infrastructure declared to be congested, or less than 50% on other infrastructure, without the prior notice referred to in Article 11(3) of Commission Implementing Regulation (EU) 2016/545.

For these purposes, causes beyond the control of the candidate shall not include those relating to the candidate's contractors or suppliers, nor the legal relationships referred to in Article 1903 of the Spanish Civil Code.

3. The railway infrastructure manager shall balance the legitimate commercial interests of the candidate with those of other candidates when amendments to, or limitations of, the terms set out in this Framework Agreement are introduced.

Any amendments to this Framework Agreement shall be formalised in writing by means of addenda executed by both parties, their effectiveness being subject to approval by the National Commission on Markets and Competition (Comisión Nacional de los Mercados y la Competencia – CNMC).

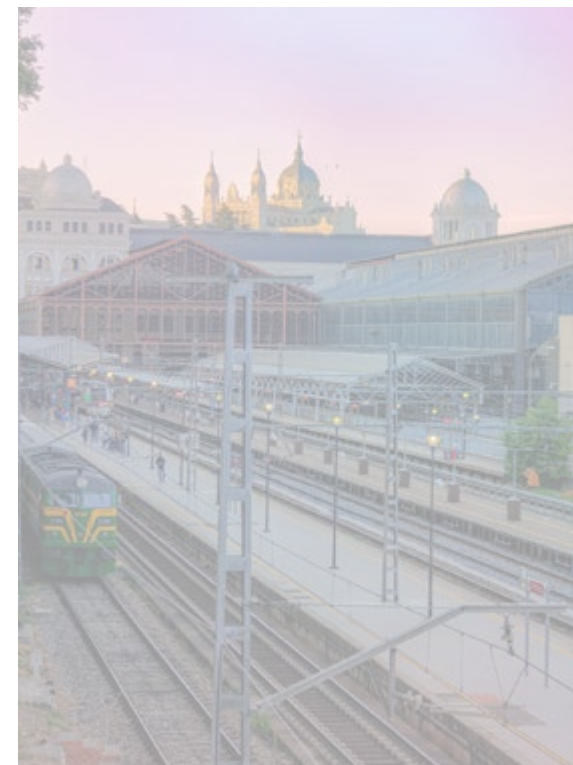
4. The railway infrastructure manager shall notify in writing the other potential candidates of its intention to amend or limit the terms of this Framework Agreement, granting them a maximum period of four months to respond. The railway infrastructure manager reserves the right not to inform other potential candidates where the amendments to the Framework Agreement are minor and do not affect other framework agreements.
5. In the event of a reduction of the framework capacity by decision of the infrastructure manager, compensation shall accrue in favour of the candidate, in respect of all concepts, under the terms set out in Clause 9.

Upon receipt of the above-mentioned compensation, the candidate shall be fully and entirely compensated for all damages, costs, and losses (including loss of profit) arising from such amendment.

6. Likewise, in the event that this Framework Agreement is amended at the request of the railway undertaking or as a consequence of non-compliance with the obligations set out in the provisions of this Agreement, and in particular paragraph 2(g) of this Clause, compensation shall accrue in favour of the infrastructure manager, in respect of all concepts, under the terms set out in Clause 9.

Upon receipt of the above-mentioned compensation, the infrastructure manager shall be fully and entirely compensated for all damages, costs, and losses (including loss of profit) arising from such amendment.

7. In accordance with Article 13(3) of Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on the procedures and criteria concerning framework agreements for the allocation of railway infrastructure capacity, the infrastructure manager shall only request payment of administrative costs arising from the amendment or termination of the Framework Agreement in the following cases:
 - a) where the Agreement has been amended or cancelled due to causes beyond the control of the candidate, provided that such circumstances have been communicated without delay to the infrastructure manager;
For these purposes, causes beyond the control of the candidate shall not include those relating to the candidate's contractors or suppliers, nor the legal relationships referred to in Article 1903 of the Spanish Civil Code.
 - b) where the candidate has been refused an additional request for framework capacity upon which the viability of the planned railway service depended;
 - c) where the infrastructure manager has been able to reallocate the train paths and framework capacity in such a way that the losses arising from the amendment or termination of the Framework Agreement are already covered.



CLAUSE 8 – TERMINATION OF THE FRAMEWORK AGREEMENT

1. This Framework Agreement shall be terminated immediately, without any right to compensation for the candidate, in the following cases:
 - a) Revocation of the applicant's authorisation or of the railway undertaking licence.
 - b) Failure to obtain, or where applicable withdrawal of, the safety certificate of the railway undertaking providing the services. In the event of partial withdrawal, the provisions of the framework agreement shall remain in force only for the capacity not affected by such decision.
 - c) Declaration of insolvency of the applicant.
 - d) Cessation of the conditions set out in the application for the Framework Agreement and taken into account by the infrastructure manager for the allocation of framework capacity.
2. The candidate may terminate this Framework Agreement in writing, subject to twelve (12) months' prior notice before the end of the deadline for requesting capacity for the next working timetable.

3. The railway infrastructure manager may terminate this Framework Agreement, without prejudice to any compensation that may be due to it and without any right to compensation for the candidate, in the following cases:
- a) No timely and properly submitted application for capacity referred to in Annex 2 for the next working timetable, without duly justified reasons.
 - b) Failure by the candidate to pay charges, fees, and tariffs due to the railway infrastructure manager.
 - c) Failure by the candidate to pay the compensation provided for in Clause 9.
 - d) Where applicable, failure by the candidates to designate the railway undertaking responsible for providing the services, within the period established under railway sector legislation and in the Infrastructure Manager's Network Statement in force at any given time.
 - e) Failure by the candidate to comply with the technical characteristics set out in Annex 1 (rolling stock, maximum speed, stops, stabling, etc.) for which capacity was requested under the Framework Agreement.
 - f) The total non-use by the candidate of the framework capacity included in Annex 2 for a period exceeding one month, without the prior notice referred to in Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on the procedures and criteria concerning framework agreements for the allocation of railway infrastructure capacity, unless the candidate demonstrates without delay that such non-use is due to causes beyond its control.
For these purposes, causes beyond the control of the candidate shall not include those relating to the candidate's contractors or suppliers, nor the legal relationships referred to in Article 1903 of the Spanish Civil Code.
 - g) Material breach attributable to the candidate of the commitments undertaken in the letters of commitment submitted for the purpose of concluding the capacity allocation process for the capacity offered.

In the event of a breach by the candidate as set out in subparagraphs (b) to (g), the infrastructure manager shall require the candidate to remedy such breach within a period of fifteen (15) days.

- 4. In the event of termination of this Framework Agreement, compensation shall accrue, where applicable, in accordance with the terms set out in Clause 9.
- 5. In accordance with Article 13(3) of Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on the procedures and criteria concerning framework agreements for the allocation of railway infrastructure capacity, the infrastructure manager shall only request payment of administrative costs arising from the termination of the Framework Agreement in the cases provided for in Clause 7, paragraph 7.

CLAUSE 9 – VERIFICATION OF COMPLIANCE WITH THE PARTIES' COMMITMENTS AND CALCULATION OF THE COMPENSATION PROVIDED FOR

- 1. In accordance with Article 13 of Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on the procedures and criteria concerning framework agreements for the allocation of railway infrastructure capacity, this Framework Agreement provides for the accrual of compensation in the event of non-compliance with the commitments set out in Clauses 2 and 3, and, in addition, in the event of its amendment or termination as provided for in Clauses 7 and 8, respectively.
- 2. With regard to the compensation provided for in Clauses 2 and 3, following the end of each working timetable, the infrastructure manager shall determine the degree of compliance with the commitments undertaken by the parties, taking into account any adjustments that may have been made in accordance with the provisions of the Network Statement in force at any given time, as well as the annual reduction margin.

For this purpose, the infrastructure manager shall prepare an annual compliance report determining the compensable capacity:

- a) “Compensable capacity” shall be deemed by the infrastructure manager to be any reduced framework capacity. In the calculation of such capacity, account shall be taken of both the capacity falling within the annual reduction margin provided for in Clause 2, paragraph 1, and the capacity exceeding such margin.

The compensable capacity shall be calculated using the following formula:

$$ci = s - b - ca.v \quad [1]$$

Where:

- **ci**: shall mean the compensable capacity resulting from non-compliance by the infrastructure manager, within the working timetable, measured in train-km.
- **s**: represents the train-km of train paths cancelled by the infrastructure manager without any alternative being offered to the operator.
- **b**: represents the train-km of train paths not offered to the operator for reasons not attributable to the infrastructure manager.

For the calculation of this latter parameter, account shall be taken of the occurrence of the circumstances provided for in Clause 4 of this Framework Agreement.

- **ca**: represents the capacity reserved under the Framework Agreement on the corridor, measured in train-km.
- **v**: represents the reduction margin expressed as a decimal fraction, set out in Clause 2 of the Framework Agreement; it applies to the train-km reserved under the Framework Agreement per corridor.
- If **ci < 0**, then **ci** shall be deemed equal to **0**, as the flexibility margin has not been exceeded.

For these purposes, train paths shall be deemed to have been offered where the infrastructure manager has provided a reasonable alternative, within the limits set out in the Network Statement, and such alternative has not been accepted by the candidate.

- b) Likewise, “compensable capacity” shall be deemed, for the purposes of the candidate, to be the framework capacity not operated, excluding the cases provided for in Clause 3, paragraph 4. In the calculation of such capacity, account shall be taken of both the non-operated capacity falling within the annual reduction margin provided for in Clause 3, paragraph 1, and the non-operated capacity exceeding such margin.

The compensable capacity shall be calculated as the difference between the minimum capacity that the candidate is required to operate on the corridor and the capacity actually operated, according to the following formula:

$$ci = ca (1 - v) - r - a - (cr - c) \quad [2]$$

Where:

- **ci**: represents the compensable capacity resulting from non-compliance by the candidate, within the working timetable, measured in train-km.
- **ca**: represents the capacity reserved under the Framework Agreement on the corridor.
- **v**: represents the reduction margin expressed as a decimal fraction, set out in Clause 3 of the Framework Agreement; it applies to the train-km reserved under the Framework Agreement per corridor.

- **r**: represents the train-km of train paths not operated and reallocated by the infrastructure manager.
- **a**: represents the train-km of train paths not operated for reasons not attributable to the operator.

For the calculation of this parameter, account shall be taken of the occurrence of the circumstances provided for in Clause 4 of this Framework Agreement.

- **cr**: represents the capacity operated by the candidate on the corridor at the end of the working timetable, measured in train-km.
- **c**: represents the capacity operated by the candidate on the corridor outside the Framework Agreement at the end of the working timetable, measured in train-km.
- If **ci** < 0, then ci shall be deemed equal to 0, as the flexibility margin has not been exceeded.

Train paths in respect of which the surcharge for cancellation of reservation referred to in Article 97(5), paragraph 4, of Law 38/2015 of 29 September on the Railway Sector has accrued shall be excluded from the calculation.

3. In the event of amendment or termination of the Framework Agreement as provided for in Clauses 7 and 8, respectively, the infrastructure manager shall prepare a report determining the compensable capacity.

Compensable capacity shall be deemed to be the sum of all time slots cancelled by the candidate or by the infrastructure manager, measured in train-km, assessed over the entire remaining duration of the Framework Agreement.

In determining the compensable capacity, account shall be taken of the annual reduction margin provided for in Clauses 2 and 3, applied to the reduced capacity, as well as the circumstances set out in Clause 7, paragraph 6.

$$ci = cm (1 - v) \quad [3]$$

Where:

- **ci**: represents the compensable capacity resulting from the amendment or termination of the Framework Agreement, measured in train-km.
- **cm**: represents the framework capacity reduced upon amendment or termination of the Framework Agreement by the candidate or the infrastructure manager on the corridor, measured in train-km.

The report shall also quantify the administrative costs arising from the amendment or termination of the Framework Agreement.

4. In the reports referred to in paragraphs 2 and 3 of this Clause, the amount of the applicable compensation payable, as the case may be, in favour of the infrastructure manager and/or the railway undertaking shall also be determined.

The amount shall be calculated by applying to the “compensable capacity” (ci) identified in the aforementioned reports the sum of the applicable charges for service VL1 under categories A, B and C of the minimum access charges to railway lines forming part of the Railway Network of General Interest and for access to infrastructure connecting with service facilities (Article 97 of Law 38/2015 of 29 September on the Railway Sector), as well as the surcharge applicable to category B, as established under the Railway Charging Regulation in force during the working timetable in which the breach occurred or, where applicable, the amendment or termination took place.

The compensation payable by the candidate or by the infrastructure manager shall be calculated using the following formula:

$$I = ci \cdot lc \quad [4]$$

Where:

- *I*: represents the compensation to be accrued, expressed in euros.
- *ci*: represents the compensable capacity (capacity not complied with during the working timetable, previously calculated for the infrastructure manager or for the candidate (formulas [1] or [2], respectively), or the compensable framework capacity following an amendment or termination, calculated using formula [3]).
- *Ic*: represents the sum of charges A, B and C and the base surcharge to charge B under Article 97 of the Railway Sector Law (LSF), applicable to service VL1, measured in EUR/train-km.

Value Added Tax shall be applied to the amount resulting from the application of the provisions of this paragraph, in accordance with the applicable legislation.

5. The report prepared by the infrastructure manager shall be submitted to the candidate, granting a maximum period of fifteen (15) working days for the submission of observations and the provision of any documents it deems appropriate.
6. Upon expiry of the period referred to in the preceding paragraph and after examination of the observations and any other documentation submitted, the infrastructure manager shall issue a Decision setting out, where applicable, the compensation payable by the parties and the time limit for its payment.

In the event of disagreement by the candidate, it may exercise any remedies available under applicable law, which shall be duly indicated in the Decision in accordance with Article 40(2) of Law 39/2015 of 1 October on the Common Administrative Procedure of Public Administrations.

7. Upon receipt of the compensation determined in the Decision referred to in the preceding paragraph, the parties shall be deemed fully and entirely compensated for all damages, costs, and losses (including loss of profit) arising therefrom.

CLAUSE 10 – DISPUTES

1. All disputes between the railway infrastructure manager and the candidate arising in connection with the application of this Framework Agreement, in particular those relating to the capacity offered and any claims to be submitted, shall be governed by the provisions of the Railway Sector legislation and by the Infrastructure Manager's Network Statement in force at any given time.

2. The candidate shall also be entitled, in relation to the actions and decisions of the railway infrastructure manager, to lodge a complaint with the National Commission on Markets and Competition (Comisión Nacional de los Mercados y la Competencia – CNMC), always in accordance with the procedures and time limits established under Railway Sector legislation, Law 3/2013 of 4 June on the creation of the National Commission on Markets and Competition, and the Infrastructure Manager's Network statement in force at any given time.

CLAUSE 11 – CONFIDENTIALITY

1. The railway infrastructure manager shall treat as confidential all business and commercial information entrusted to it and so designated as confidential and, to the extent permitted by law, shall not disclose any confidential information communicated to it or otherwise obtained by it. It shall not make improper use of any information provided to it and undertakes to handle with due discretion any information or documents disclosed to it or prepared in the course of, or as a result of, this Framework Agreement, which shall be used solely for the purposes for which they were provided and shall not be disclosed to any third party outside the procedure.

2. In particular, with regard to the confidentiality of information relating to trains in capacity and traffic management:

- a) All information exchanged between the infrastructure manager and the applicant/railway undertaking relating to capacity reserved for passenger trains during the term of this Framework Agreement shall be deemed confidential information of the applicant/railway undertaking.

Notwithstanding the above, any information exchanged between the applicant/railway undertaking and the infrastructure manager relating to infrastructure capacity requested and allocated for a specific working timetable shall remain confidential only until allocation has taken place, unless the Network Statement provides for a later point in the capacity allocation process (i.e. the train announcement).

- b) The railway infrastructure manager shall respect the confidentiality of train-related information of the applicant/railway undertaking. The infrastructure manager shall implement appropriate information systems to ensure the security of confidential information.

Notwithstanding the above, the parties agree that the exceptions set out in the following paragraphs shall apply.

- c) The railway infrastructure manager shall be entitled to disclose confidential train-related information of the applicant/railway undertaking to third parties, such as:
 - I) other applicants and railway undertakings participating in a passenger rail transport service operated in cooperation among them, as well as other infrastructure managers, railway undertakings, or operators of service facilities of railway networks or connected service facilities, for the purposes of the capacity management process;
 - II) other applicants and railway undertakings involved in the coordination of conflicting path requests, without disclosing the identity of such applicants and railway undertakings, unless they agree to such disclosure;
 - III) providers of national and European IT applications/common digital tools for capacity management;
 - IV) contractors of the infrastructure manager engaged in the maintenance, renewal, and enhancement of railway infrastructure;
 - V) any interested party, without disclosing the name of the candidate/railway undertaking concerned, where the infrastructure segment to which the information relates is allocated to at least four candidates/railway undertakings;
 - VI) where disclosure is required for compliance with a legal obligation of the infrastructure manager arising from applicable legislation or a court order;
 - VII) other parties or circumstances subject to the prior explicit consent of the applicant/railway undertaking.
- h) From the date of opening of the ticket reservation systems for the relevant passenger train service or from the date of the working timetable change, whichever occurs first, timetable information shall no longer be considered confidential train-related information. Accordingly, the railway infrastructure manager shall be entitled to disclose, without restriction, timetable information, as well as information on disruptions, delays, cancellations, next stations, and key connecting services of the railway undertaking's trains.
- i) Without prejudice to the provisions of paragraph 1 regarding the confidentiality of information on reserved capacity during the term of the Framework Agreement, the parties agree to establish an expiry date for the confidentiality of historical confidential train-related information recorded and stored in various databases/data warehouses of the railway infrastructure manager. This means that, as of such date, said data and any information derived therefrom shall no longer be considered confidential by the parties. The expiry date shall be two years after the end of the relevant working timetable. After such date, the railway infrastructure manager shall be entitled to disclose/share historical train-related information to any third party without restriction. This paragraph shall apply retroactively to all historical information already stored in national and European IT applications of infrastructure managers and their international organisations.

- j) The railway undertaking shall not disclose, share, or transmit confidential train-related information of other railway undertakings derived from the infrastructure manager's IT systems or obtained from the infrastructure manager by any other means.
- k) Notwithstanding the foregoing, and as a safeguard of transparency, the Railway Infrastructure Manager shall notify this Framework Agreement to the National Commission on Markets and Competition (Comisión Nacional de los Mercados y la Competencia – CNMC), while respecting the confidentiality of commercially and business-sensitive data, and shall inform other candidates, where so requested by them, of the general terms and principles of this Framework Agreement.

CLAUSE 12 – FINAL PROVISIONS

1. In the event of any doubt regarding the interpretation of the provisions of this Framework Agreement, the parties shall, insofar as not expressly provided for herein, be subject to the provisions of Law 38/2015 of 29 September on the Railway Sector and its implementing regulations, Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on the procedures and criteria concerning framework agreements for the allocation of railway infrastructure capacity, and the Network Statement in force at any given time.
2. Likewise, for any matters or disputes arising in connection with the interpretation, performance, and fulfilment of this Framework Agreement, the parties shall refer the matter to the National Commission on Markets and Competition (Comisión Nacional de los Mercados y la Competencia – CNMC).
3. The candidate may not assign or transfer this Framework Agreement in any manner or for any reason to another candidate, and in particular not by way of assignment, contribution of assets, merger, universal succession of assets, transfer of shares resulting in a change of control, or any other form of direct or indirect change of control, without the prior express written consent of the infrastructure manager.

CLAUSE 13 – DATA PROTECTION

The Parties shall comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation – GDPR), on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as Organic Law 3/2018 of 5 December on the Protection of Personal Data and guarantee of digital rights, insofar as applicable to the processing of personal data in connection with the performance of this Agreement.

The Parties shall process personal data as independent data controllers and shall not transfer such data between themselves, except for professional contact identification data strictly necessary for the sole purpose of managing the Agreement, including its preparation, execution, and performance. In particular, personal data relating to the staff of the Parties and their representatives under this Agreement shall be limited to name and surname, functions or positions held, postal address, professional email address, professional telephone number, and national identity document number. Such processing shall be necessary for the performance of an agreement to which the data subject is a party or for the implementation, at the request of the data subject, of pre-contractual measures, and for compliance with a legal obligation applicable to the data controller, in accordance with Article 6(1)(b) and Article 6(1)(c) of Regulation (EU) 2016/679 (GDPR).

The Parties undertake to inform their respective personnel of the content of this Clause, without prejudice to the other Party, each acting in its capacity as data controller, also directly providing such information to each of these individuals, unless the data subjects already have such information.

The data shall be retained for the period necessary to fulfil the purpose for which they were collected and to determine any potential liabilities that may arise from such purpose and from the processing of the data. No personal data shall be disclosed to third parties except where required by law.

Data subjects whose data are processed shall have the right to request from the Parties access to their personal data, rectification or erasure thereof, restriction of processing, not to be subject to automated individual decision-making, as well as to object to their processing. For such purposes, they may contact the Parties at the following addresses:

*** • Candidate:**

- By post addressed to xxxxxxxxxxxx
- By email: xxxxxx@xxxxx

*** • ADIF:**

- By post addressed to the General Registry of ADIF – High-Speed Rail, C/ Sor Ángela de la Cruz No. 3, 7th Floor, 28020 Madrid, Spain.
- Through the Electronic Office: <https://sede.adifaltavelocidad.gob.es>
- By email: dpd.adifav@adif.es

Data subjects may also lodge a complaint with the Data Protection Officer (DPO), whose contact details are set out above, and shall in any event be entitled to file a complaint with the Spanish Data Protection Agency (Agencia Española de Protección de Datos).

Any incident affecting, or that may affect, the security of personal data or confidential information during the term of this Agreement or thereafter shall be immediately notified to the other Party, together with all available information regarding its nature, scope, and consequences.

Signed.: _____

[POSITION] _____

ADIF _____

Signed.: _____

[POSITION]: _____

[COMPANY]: _____

ANNEXES

ANNEX 1 – Technical Parameters and Operations

The content of this appendix shall be defined on a case-by-case basis. However, it may include some of the following elements:

Where the Framework Agreement is established as a result of a capacity offer published by the Infrastructure Manager, a copy of the path coding, including its generic timings and technical stops as defined in the Network Statement in which the relevant capacity offer has been published, shall be included therein.

The train paths and days on which such framework capacity is reserved are set out in the list contained in “Annex 2: Reserved Framework Capacity”.

ANNEX 2 – Reserved Framework Capacity

The content of this appendix shall be defined on a case-by-case basis.

ANNEX 3 – Commitment Letter to provide the calculation of the carbon footprint for Scope 1, 2 and 3 emissions arising from railway traffic, in accordance with the GHG Protocol or a similar methodology.

ANNEX 4 – Commitment Letter to submit, within eighteen (18) months following the commencement of the term of the Framework Agreement, a carbon footprint reduction plan, including reduction targets for all scopes (1, 2 and 3).



LINE SUBJECT TO THE FRAMEWORK AGREEMENT

AXIS	XX	XX
LINE		
RELATIONS		

TECHNICAL PARAMETERS

ROLLING STOCK		
MANUFACTURER		
MODEL		
ON-BOARD SYSTEMS AND CORRESPONDING MAXIMUM PERMISSIBLE OPERATING SPEED	SYSTEM	MAXIMUM PERMISSIBLE SPEED
OPERATING SPEED		
NATIONAL ERTMS/ETCS FUNCTIONS IMPLEMENTED IN THEIR TRAINS		
IMPLEMENTATION OF ASFA DIGITAL, ASFA AV MODE AND ASFA RC MODE		
WEIGHT		
LENGTH		
CURRENT		
AXLES		
SEATING CAPACITY (APROX.)		

GENERAL OPERATING CONDITIONS

RELATIONSHIP	
SERVICE COMMENCEMENT	
MAXIMUM FREQUENCIES	
STOPS	
APPROXIMATE JOURNEY TIME	
TIME SLOTS	
OPERATING DAYS	
STATION XX TRACKS	
STATION XX TRACKS	

RELATIONSHIP	
SERVICE COMMENCEMENT	
MAXIMUM FREQUENCIES	
STOPS	
APPROXIMATE JOURNEY TIME	
TIME SLOTS	
OPERATING DAYS	
STATION XX TRACKS	
STATION XX TRACKS	

Annex J

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.

The coordination procedure from the beginning of the project to the communication of the service timetable project, its principles and the criteria that the Manager will apply during its development are detailed in section 4.5.4 of the network statement.

ALLEGATIONS IN THE SCOPE OF THE INFRASTRUCTURE CAPACITY ALLOCATION PROCESS

Applicants may submit allegations, which must be in writing and substantiated. The following deadlines are set for Applicants to submit their allegations, starting from the date of communication of the provisional capacity allocation to Applicants:

- 1 month from the communication of the Service Timetable project.
- 15 business days for the paths assigned in agreed adjustments.
- 5 business days for paths assigned in monthly adjustments or for late service timetable request submissions.
- 2 business days for occasional paths

The infrastructure manager undertakes to respond in writing to complaints submitted by the RUs in accordance with the provisions of Law 39/2015, of October 1, on the Common Administrative Procedure of Public Administrations.

DISCREPANCIES REGARDING THE FINAL CAPACITY ALLOCATION

Pursuant to Article 12.1.f of Law 3/2013, of June 4, establishing the National Commission for Markets and Competition, railway operators may bring disputes before this body regarding the actions of the railway infrastructure manager, the operators of service facilities or service providers, as well as railway undertakings and other applicants, and which relate, in particular, to capacity allocation procedures and their results. The deadline for filing the dispute is one (1) month from the final capacity allocation.

Without prejudice to this possibility, in the event of discrepancies regarding the final infrastructure capacity allocation, an appeal may be filed with the infrastructure manager.

PROCEDURE FOR FILING AN APPEAL

The Applicant has 10 business days to appeal the final capacity allocation decision, starting from the day after notification of the decision.

The appeal must specify in detail the reason for filing it, the affected path(s), and any additional justifications the applicant deems appropriate and that adequately justify the request.

The Manager also has a maximum period of 10 business days to analyse and rule on the appeal.

The documentation will be sent electronically to the ADIF-Alta Velocidad or Adif electronic headquarters: <https://sede.adifaltavelocidad.gob.es/opencms/system/modules/sede/index>

2. - COORDINATION PROCEDURE TO ACCESS RAILWAY SERVICES PROVISION

The procedure indicated below shall apply to service facilities owned by the infrastructure manager, which are linked to rail transport in the General Interest Rail Network, where the manager 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:

- Suggest a different time period or modify the path already allocated to another applicant, should the latter accept it.
- Propose changes in opening hours or in the work organization, if possible.
- 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:

- Knowledge of the regulatory documentation related to safety facilities, as well as characteristics of the unit and the specific operations to be performed.
- 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.
- Qualifications of involved railway personnel.
- Knowing the 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 priority criteria applicable to both Freight Transport Terminals and Passenger Stations are defined in Section 7.3.1(c) of the Network Statement of Adif.

3. - 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 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.



Railway undertakings shall have procedures in their SGS to define and control operations related to rail services as required to satisfy their transportation needs.

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.

Depending on the nature of the communication, Railway Undertakings and other Applicants may contact the Infrastructure Manager at the following addresses by means of a written submission filed through the electronic registry (electronic headquarters).

- ADIF - Alta Velocidad: <https://sede.adifaltavelocidad.gob.es>

Fuel Supply Services

Subdirección de Promoción Transporte Mercancías.

Estación de Madrid Chamartín-Clara Campoamor. Andén 1. Agustín de Foxá, 46. 28036 Madrid.

Services of Traction Electric Energy Supply

Dirección Corporativa de ADIF- Alta Velocidad.

Subdirección de Gestión de Energía Eléctrica. Avda. Pio XII, 97 - 1ª planta. 28036 Madrid.

Acts of Adif on Payment and Management of Rail Fees and Tariffs

Dirección de Gestión Económica y Financiera.

Calle Titán , 4, planta 4; 28045 Madrid.

Requests for Compensation for Patrimony Responsibility Arising from Damage Caused by Normal or Abnormal Public Service Provided by ADIF-Alta Velocidad

Secretaría General.

Calle Sor Ángela de la Cruz, 3. 28020 Madrid.

Other Requests or Claims Arising from the exercise of Public Powers exercised by ADIF-Alta Velocidad

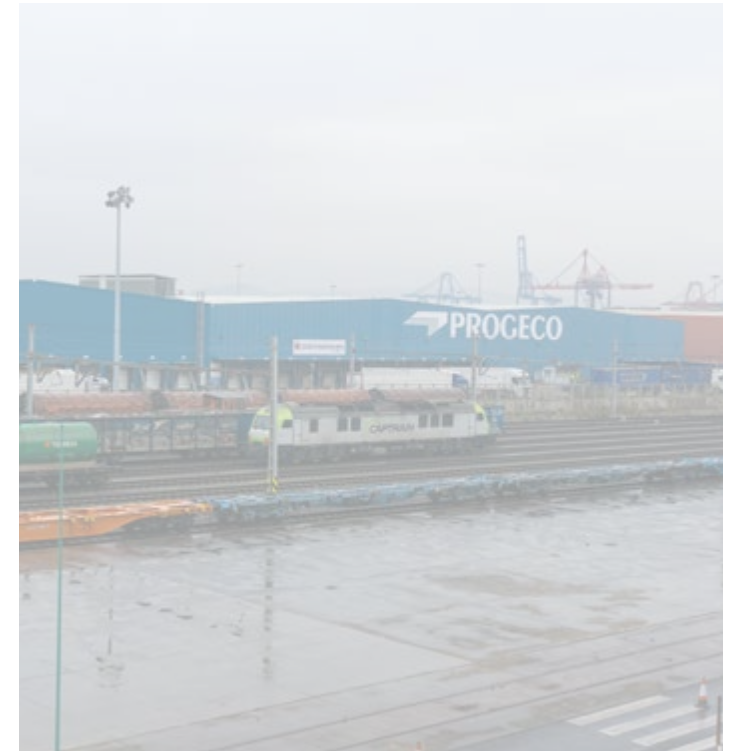
Secretaría General

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 21. 28036 Madrid.



Traffic Management

Centro de Gestión de Red H24, Dirección de Tráfico de Adif. Calle Méndez Álvaro, 1. 28045 Madrid.

Services at Passenger Stations

Dirección de Estaciones de Viajeros y Proyectos Singulares de Adif.
Avenida Pío XII, 110. Edificio 18. 28036 Madrid.

Services at Freight Transport Terminals

Dirección de Servicios Logísticos
Calle Agustín de Foxá, 45. 28036 MADRID

4. - 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 REQUESTS TYPE B: 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.

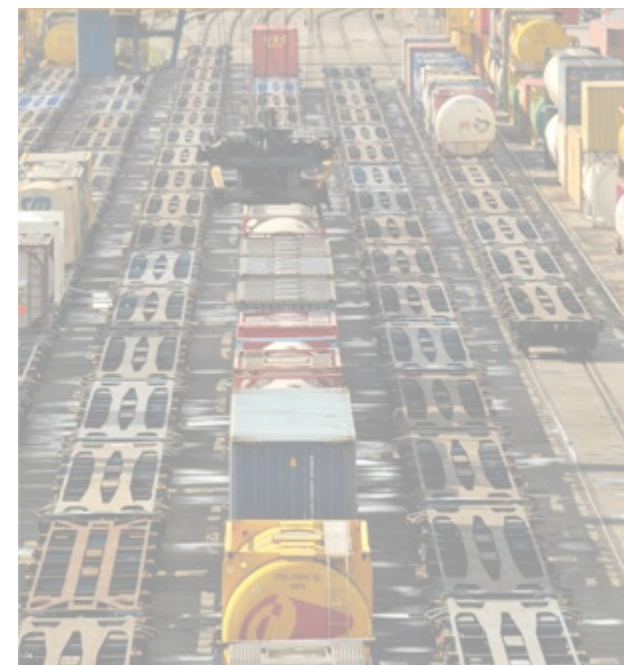
5. - COORDINATION PROCEDURE OF REQUESTS TO ACCESS SERVICE FACILITIES AND SERVICES LINKED TO RAIL TRANSPORT AT PASSENGER STATIONS

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.

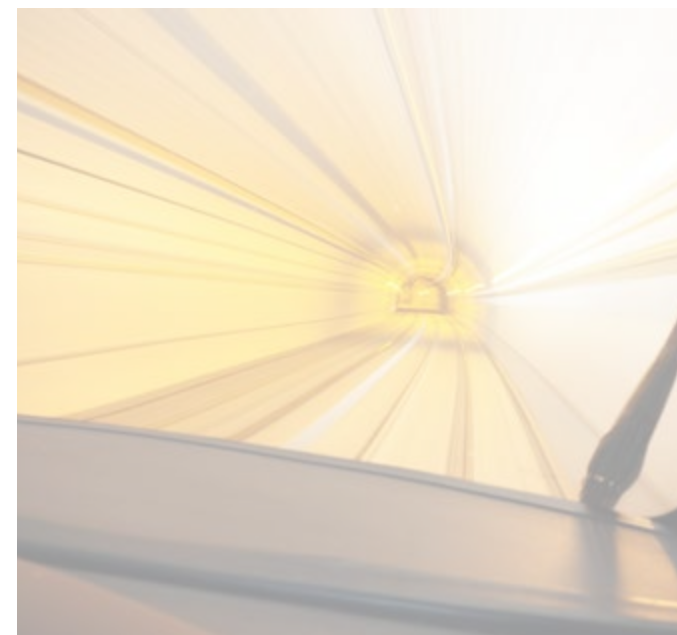
The calculation of trains with a scheduled stop at a station will be done based on the duration of the request with a priority criterion (Framework Agreement, Hours of Service or Agreed Adjustment), including long distance and intercity trains.

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.

6. - 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.

7. - 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:

- a) The content and implementation of network statements.
- b) The capacity allocation procedures and their results.
- c) The size, structure or application of fees and charges as required.
- d) Any discrimination to access infrastructure or services linked thereto by reason of acts performed by other railway undertakings or applicants.
- e) The provision of services on international rail freight corridors.
- f) The National Commission for Markets and Competence 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.



Annex K

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

To access a governed track and with time enough before the train departs, the railway undertaking shall provide the infrastructure manager - as under Rail Traffic Regulations (RCR) and Instruction C No. 46/16 (Communication of train ready to run), at least 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 to run, also in two possible ways:

- 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

Personal data contained in, or intended to be included in, a filing system and processed within the scope of application of European Union law by the Railway Infrastructure Manager (Adif, ADIF-High Speed, its contractors and any of its collaborators, is protected by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), as well as by the applicable national legislation and other complementary regulations in force in each case. Within the Spanish legal system, Organic Law 3/2018 of 5 December on the Protection of Personal Data and the Guarantee of Digital Rights shall apply



9

MAPS



/ 1. GRAL. INF.

/ 2. INFRASTR.

/ 3. ACCES. COND.

/ 4. CAPACITY
ALLOCATION

/ 5. SERVICES
AND CHARGES

/ 6. OPERATIONS

/ 7. SERVICE
FACILITIES

/ 8. ANNEXES

/ **9. MAPS**

/ 10. CATALOG.

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.

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 / List of Service facilities

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



NOTE: To facilitate access to information on technical characteristics of service facilities, railway infrastructure manager has developed a computer application called **PISERVI**, Service Facilities Portal, available on ADIF-Alta Velocidad website as an 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 ifacility, type of service, etc., to enable railway undertakings and other logistics operators a planning of rail services.

PISERVI access.

CATALOGUE 2

Capacity offer at service facilities



CATALOGUE 3

Capacity offer at service
facilities metric gauge



CATALOGUE 4

Capacity restrictions in the RFIG



