NETWORK STATEMENT 2025



adif



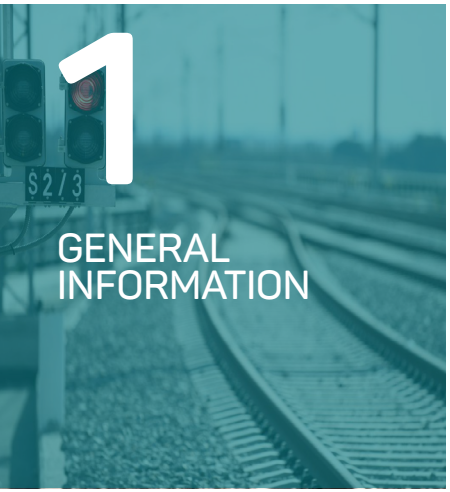
Edition:

GENERAL DIRECTORATE OF BUSINESS AND CLIENTS

Commercial Operations Directorate

The total or partial reproduction of this book remains prohibited without Adif's express autoritation

INDEX


1
GENERAL INFORMATION


2
INFRASTRUCTURE


3
ACCESS CONDITIONS


4
CAPACITY ALLOCATION


5
SERVICES AND CHARGES


6
OPERATIONS

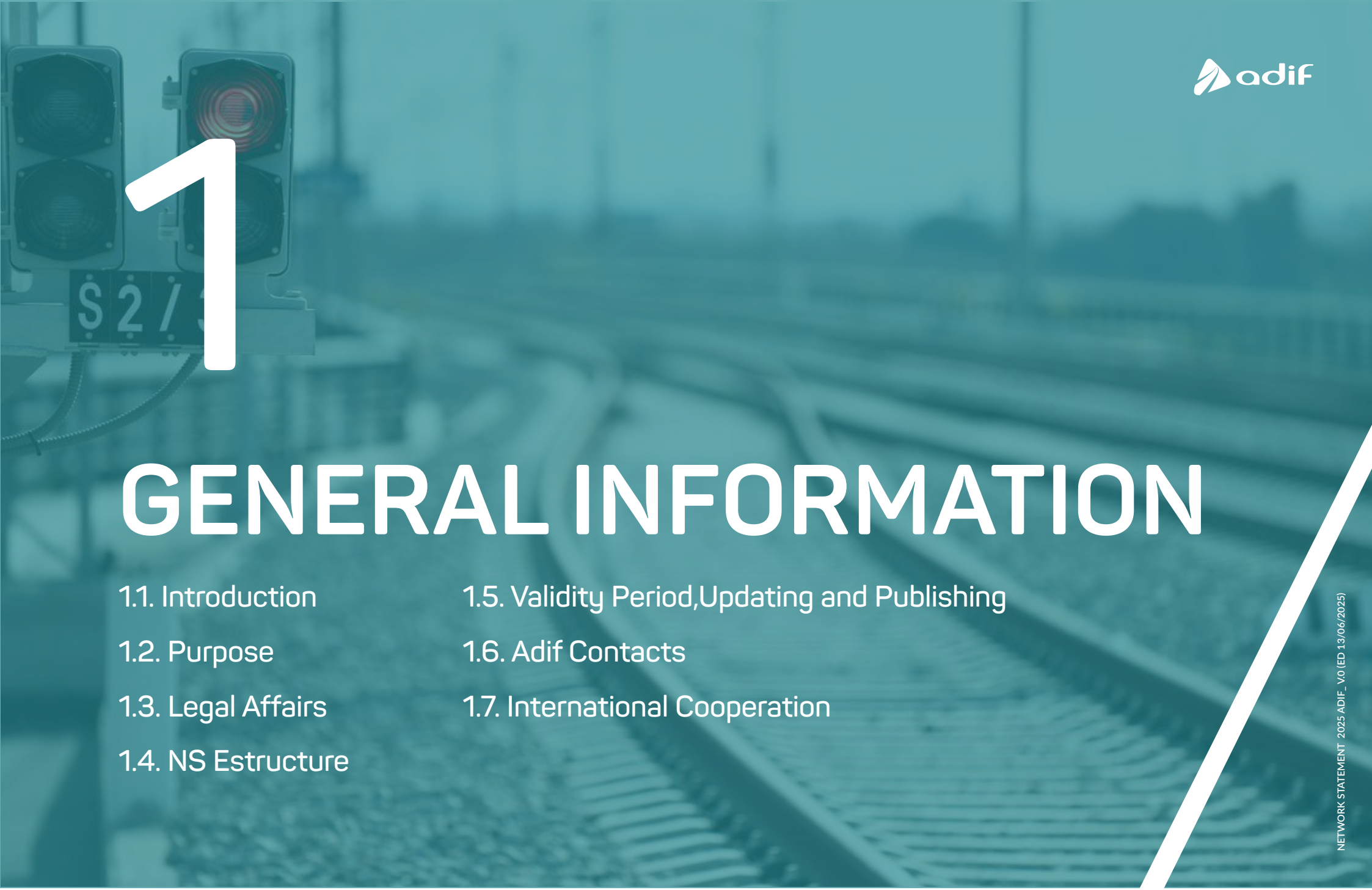

7
SERVICE FACILITIES


8
ANNEXES


9
MAPS


10
CATALOGUES


adif



1

GENERAL INFORMATION

1.1. Introduction

1.2. Purpose

1.3. Legal Affairs

1.4. NS Estructure

1.5. Validity Period,Updating and Publishing

1.6. Adif Contacts

1.7. International Cooperation

INDEX

NETWORK STATEMENT UPDATE 7

1.1.1. THE RAIL SECTOR IN SPAIN 9

1.2.1. RAIL NETWORK OF GENERAL INTEREST, RFIG 20

1.2.2. LARGE FIGURES OF THE RAIL NETWORK OWNED BY ADIF 21

1.3.1. LEGAL FRAMEWORK 22

1.3.2. LEGAL STATUS OF THE NETWORK STATEMENT 22

1.3.3. REQUESTS, ALLEGATIONS AND CLAIMS 23

1.5.1. VALIDITY PERIOD 24

1.5.2. UPDATING PROCESS 25

1.5.3. PUBLICATION AND DISTRIBUTION 25

1.7.1. RAIL FREIGHT CORRIDORS, RFC 29

1.7.2. RAILNET EUROPE (RNE) 30

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 2025 financial year, including the 2024/2025 service timetable, 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 index of the Network Statement has been updated in accordance with the common structure and Implementation Guide approved by the Rail Net Europe General Assembly on May 16, 2024.

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.

With the entry into force of the new wording of Articles 96 et seq., (in accordance with the amendment to Spanish Law 38/2015 of 29 September on the Railway Sector, operated by Spanish Law 26/2022 of December 19), it is established that the rates of railway fees 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 whose values will be included in the Network Statement.

In 2025, the fee rates will be those contained in the most recent regulation published in the BOE and in force.

PRICES TO PROVIDE BASIC, SUPPLEMENTARY AND ANCILLARY SERVICES

During 2025, 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 28th November, 2023, shall apply in accordance with Railway Sector Law, provision 102.

SERVICE TIMETABLE 2024/2025

Capacity Allocation Schedule for 2024/2025 Service Timetable has been updated in accordance with guidelines of Rail Net Europe, RNE, for applications made by Applicants.

The 2025 service timetable will come into effect on December 15, 2024 and will remain in effect until December 13, 2025 (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 with the most relevant legal information in force for the rail industry on 1st October 2024, at national as well as at European level, containing additional references to the main valid technical standards

MAPS

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

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

1.1.1. THE RAIL SECTOR IN SPAIN

The Ministry of Transport 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.transportes.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 entities Puertos del Estado and Port Authorities.

b) State-owned company Administrador de Infraestructuras Ferroviarias (Adif).

c) State-owned company ADIF-Alta Velocidad.

d) State-owned company RENFE-Operadora.

e) State-owned company Aeropuertos Españoles y Navegación Aérea (ENAIRE).

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.transportes.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.

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

For additional information look on the website: https://www.transportes.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 intro 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.



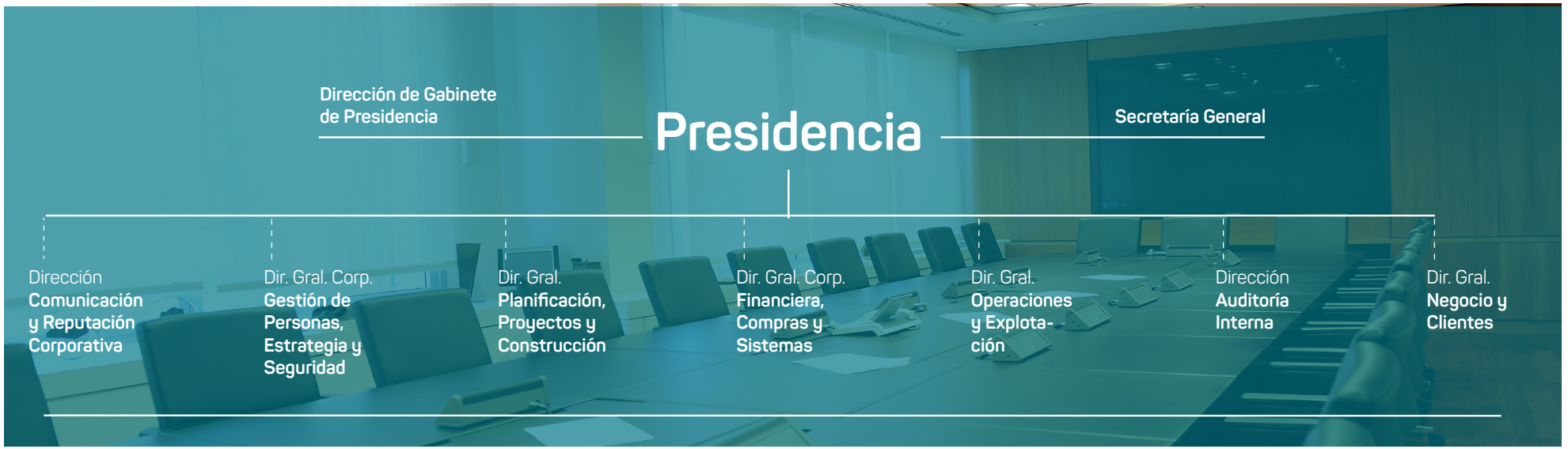
RAILWAY INFRASTRUCTURE MANAGER, ADIF

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

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

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 Public Works.

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 ammendments 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

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

RAILWAY UNDERTAKINGS AND APPLICANTS REGISTERED IN THE RAIL SPECIAL REGISTRY

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

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

1.2. Purpose of the Network Statement

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

It sets out the characteristics of the infrastructure made available to the various Applicants for the allocation of capacity and contains information on the capacity of each section in the network and the conditions to access to it. It also details the general rules, deadlines, procedures and criteria governing the capacity allocation and charging principles to be applied to use rail infrastructures and to provide various services to RUs.

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

1.2.1. RAIL NETWORK OF GENERAL INTEREST, RFIG

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

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

Annex G to this NS includes the General Interest Railway Network's Catalogue of Axes and Lines managed by the infrastructure manager, in accordance with Order FOM 710/2015, of 30 January, updated in accordance with Order FOM/925/2018, of 10 September and Order TMA/1240/2020 of 8 December and TMA/488/2021, of19 May, and with Art. 4 of Law 38/2015, of 29 September of the Railway Sector.

1.2.2. LARGE FIGURES OF THE RAIL NETWORK OWNED BY ADIF

Large Figures of Adif	
Non current assets	18,753,462 (*) thousand €
Own Funds	2,684,880 (*) thousand €
Equity	14,916,578 (*) thousand €
Employees Adif	13,271 (1)

(1) Data 12/31/2024 / * Provisional data to 12/31/2024

Passenger Stations	
Nr. of Stations	1,448

Data to 12/31/2024

Freight Transportations Terminals	
Main Freight Transport Terminals	45

Data to 12/31/2024

Infrastructure and Traffic		
(*) Railway Network Owned by Adif:	11,672.7	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)	10,211.1	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)	1,193.4	Km.
Lines equipped with ERTMS	384.9	Km.
Lines equipped with ASFA	10,594.2	Km.
Lines equipped with Automatic Blocking Systems	9,536.7	Km.
Lines equipped with CTC	9,055,0	Km.
Electrified Line	6,719.6	Km.
**Nr. of Traffic	1,800,563	

* 1st quarterly version 2025 of Adif. Cirtra Joint Processing - January 1, 2025

** Data accumulated to December 2024

1.3. Legal Affairs

1.3.1. LEGAL FRAMEWORK

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

1.3.2. LEGAL STATUS OF THE NETWORK STATEMENT

General Considerations

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

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

Information on Traffic Safety

In terms of Safety, regarding traffic and regulation, the information contained in this NS is for information purposes only, aapplying 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 current regulations, i.e. Rail Sector Law 38/2015, title 5, of 29 September, and Royal Decree 664/2015, of 17 July approving the Rail Traffic Regulation, the Infrastructure Manager has the corresponding Safety Authorization renewed by the State Security Agency, according to resolution dated 26/11/2020 and subsequently revised to include in its scope the certification as entity dedicated to maintenance, according to resolution of 15 June 2022. Traffic Safety management systems of infrastructure managers shall comply with the requirements laid down in Delegated Regulation (EU) 2018/762, on common safety methods on the requirements of the safety management system, 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, as amended by Order FOM 642/2018, of 13 June.

The structure of this document is, in turn, consistent with common index set by Rail Net Europe, in accordance with the latest update of a common structure and Implementation Guide approved by Rail Net Europe at a General Assembly held on 31 May 2022, an organization to which the railway infrastructure manager actively contributes.

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

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

Chapter 1: General Information; Brief description of the railway sector in Spain.

Chapter 2: Description of Railway Infrastructures; i.e. main technical and functional characteristics of the General Interest Rail Network managed by Adif, available to request capacity allocation.

Chapter 3: Access Conditions; it includes every necessary legal requirement governing the access to the General Interest Rail Network managed by Adif for railway undertakings.

Chapter 4: Capacity Allocation; it describes the process by which Adif allocates paths to Railway Undertakings and Applicants, as well as capacity at service facilities

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

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

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

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

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

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 will come into force upon publication and will apply to capacity requests and rail services for the period between 00:00 on December 15, 2024 and 24:00 on December 13, 2025, and may be updated by the Infrastructure Manager as necessary.

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

TThe 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: relacion_operadores_ferrroviarios@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: relacion_operadores_ferrroviarios@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 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

Ventanilla Única Adif (Adif OSS)

Subdirección de Servicios de Circulación y Calidad
Dirección General de Circulación y Gestión de Capacidad

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

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

Ventanilla Única (OSS) del Corredor Atlántico de Mercancías Europeo

Subdirección de Servicios de Circulación y Calidad
Dirección General de Circulación y Gestión de Capacidad

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

Capacity Allocation on Railway Lines Integrated within the RFIG

Dirección de Gestión de Capacidad

Dirección General de Circulación y Gestión de Capacidad

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

Train Traffic Control and Contingency Planning

Centro de Gestión de Red H24

Dirección de Tráfico

Dirección General de Circulación y Gestión de Capacidad

Calle Méndez Álvaro, 1
28045-Madrid

Traffic Safety

Dirección Corporativa de Seguridad en la Circulación

Estación Madrid-Chamartín-Clara Campoamor
Calle Agustín de Foxá, 50
Edificio 21 - 1ª planta
28036-Madrid

Authorisation of Rolling Stock

Dirección Corporativa de Seguridad en la Circulación

Estación Madrid-Chamartín Chamartín-Clara Campoamor
Calle Agustín de Foxá, 50
Edificio 21 - 1ª 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 Corporativa de Seguridad en la Circulación

Estación Madrid-Chamartín Chamartín-Clara Campoamor
Calle Agustín de Foxá,50
Edificio 21 - 1ª planta
28036-Madrid

Technological Innovation

Centro de Tecnologías Ferroviarias
Subdirección de Innovación Estratégica

Calle Severo Ochoa, 9
29590-Campanillas (Málaga)

1.7. Cooperation Between European IMs/ABs

1.7.1. RAIL FREIGHT CORRIDORS, RFC

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

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

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

Atlantic Corridor

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

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

https://www.atlantic-corridor.eu/

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 Station ES_28036 Madrid- fbartplome@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

2.6. Infrastructure Development

INDEX

2.2.1. GEOGRAPHIC LIMIT 35
2.2.2. CONNECTIONS TO OTHER NETWORKS 35

2.3.1. TRACK TYPOLOGIES 38
2.3.2. TRACK GAUGES 39
2.3.3. PASSENGER STATIONS AND FREIGHT TERMINALS 39
2.3.4. GAUGE 39
2.3.5 LOAD LIMITS 40
2.3.6. CHARACTERISTIC LINE GRADIENTS 41
2.3.7. MAXIMUM SPEEDS 41
2.3.8. MAXIMUM TRAIN LENGTHS 42
2.3.9. ELECTRIC POWER SUPPLY 42
2.3.10. SAFETY AND SIGNALLING SYSTEMS TRAFFIC CONTROL AND COMMUNICATIONS 43
2.3.11. TRAFFIC CONTROL AND MANAGEMENT SYSTEMS 45
2.3.12. COMMUNICATION SYSTEMS 45
2.3.13. TRAIN CONTROL AND PROTECTION SYSTEMS 46
2.3.14. RAILROAD HIGHWAYS 48
2.3.15. PROTECTION AND SAFETY 48

2.4.1. SPECIALIZED LINES 49
2.4.2. ENVIRONMENTAL STANDARDS 49
2.4.3. TRANSPORT OF DANGEROUS GOODS 50
2.4.4. RESTRICTIONS IN TUNNELS 50
2.4.5. RESTRICTIONS IN BRIDGES / VIADUCTS 51

2.6.1. ACTIONS PLANNED 52
2.6.2. UPDATE OF ASSETS IN THE RFIG 66

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, 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.

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.

2.2. Scope of Adif Managed Network

Management of railway infrastructure and its construction shall correspond, within the scope of state competition, to one or more public entities attached to the Ministerio de Transportes, Movilidad y Agenda Urbana with their legal personality and full capacity to act for their purposes and own equity, and shall be governed by the provisions of Rail Sector Act, in its own statutes and in the budgetary legislation and other development regulations that apply to it.

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

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

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

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

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

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

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

Integration of rail transport in Europe requires technical compatibility of infrastructure, rolling stock and signalling, as well as compatibility of operational and legal procedures throughout the European rail network to achieve the goal of rail system interoperability. In Spain there are currently **3,121.1 Km.** lines operating with ERTMS, of which **384.9 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/Cerbere and Puigcerda/La Tour de Carol, although running to the French network through these accesses requires changing the gauge of trains. Furthermore, the metric-gague network owned by Adif is connected to the network of the Basque Railway Infrastructure Manager in Basurto Hospital and Irauregui. Likewise, the Iberian gauge network owned by Adif is connected to the metric network of the Basque Railway Infrastructure Manager (Euskal Trenbide Sarea) in Lutxana-Barakaldo and, finally, Adif Iberian gauge network is connected to the network owned by the Government of Andalusia (Cadiz Bay Train), in the so-called Arillo River branch (Cadiz).

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	Consigna CO 4/23 (León), 8/23 (Sevilla) IET Nº 04 IP.-Direçao de Circulaçao Ferroviaria – 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		
PORT	PHYSICAL CONNECTION POINT	REGULATORY DOCUMENTATION
Santander	1200 m from signal M4 (under the bridge of the S-10 motorway). Signposted	Instruction AO/CO No. 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 No. 2/22
Pasaia	Port access gates, KP 629+ 618, 25 m from signal M1 Signposted	Instruction AO/CO No. 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 No. 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 No. 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 No. 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 No. 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 No. 0002/20

PORTS WITH CONNECTION TO RFIG		
PORT	PHYSICAL CONNECTION POINT	REGULATORY DOCUMENTATION
Castelló	Signal beacon, 5 metres from signal S2/PT with KP:0+137 of Les Palmes on port side	Instruction AO/CO No. 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 No. 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 baja 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 No. 00002-19 Alicante Port
Gijón (Iberian gauge)	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 corresponding to the Port interlock towards Aboño. Signposted	Instruction AO/CO No. 280/327
Gijón (Metric gauge)	KP 8+124 where the protected point post is located at the entrance to Aboño Mercancías station. Signposted	Instruction AO/CO 4/ 23
Avilés (Iberian gauge)	Existing gate in the perimeter fence, towards the Port, after passing the San Juan de Nieva station switch No. 19. Signposted	Instruction AO/CO No. 07/19
Avilés (Metric gauge)	KP 1+020 of Line 758 La Maruca Mercancías - Puerto de Avilés. Signposted	Instruction AO/CO No. 08/19
Vilagarcía de Arousa	KP 53.931 22 metres from signal S2/P in the direction of the Port. Signposted	Instruction AO/CO No. 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 No. 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 No. 03/211
Marín	KP 5.404 of the connecting branch line 20.20m from the SPM signal, towards the port. Signposted	Instruction AO/CO No. 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 No. 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, is published on an annual and monthly basis:

Annual ICL

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

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

Monthly ICL

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

2.3.1. TRACK TYPOLOGIES

Adif Owned Network is essentially made up of:

- Non-electrified single track.

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

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

2.3.2. TRACK GAUGES

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

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

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

2.3.5. LOADS LIMITS

LOAD PER AXLE AND LINEAR LOAD

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

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

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

TYPE OF LINE	MAXIMUM LOAD	
	Per Axle	Per Meter
A	16, 0 t	5, 0 t
B1	18, 0 t	5, 0 t
B2	18, 0 t	6, 4 t
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
Aceleration (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 Capacity Management Directory reporting to the Directorate of General Traffic and Capacity Management for Regular or Occasional trains and to Traffic Management (H24) for immediate trains.

2.3.9. ELECTRIC POWER SUPPLY

Adif Managed Network counts on 6,719.6 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, EBICAB, ASFA, etc.)
- On board devices of: surveillance (dead man). Speed information, over-temperature detector on running gear and brakes.
- Ancillary detection systems on tracks: Hotbox detectors and jammed brakes; detectors of objects falling to the track; detectors of impact on track; crosswind detectors.
- Protection systems of crosslevels.

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

INTERLOCKING

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

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

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

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

TRAIN DETECTION

Track circuits (CDV)

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

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

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

Axle counters (CE)

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

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

BLOCKING

Automatic Control Block System (BCA)

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

Side Signal Block System (BSL)

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

Automatic Release Block System (BLA)

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

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

Automatic Block System (BA)

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

Manual Electric block (BEM)

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

Telephone Block (BT)

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

Maps annexed to this NS show existing blocking on lines.

2.3.11. TRAFFIC CONTROL AND MANAGEMENT SYSTEMS

Da Vinci

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

CRC/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-Gound 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.

EBICAB

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

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



Protection system:

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 v4.2) system are the following:

- Metric Gauge Network (RAM):

  Versions prior to ASFA v4, deadline: **30 June 2025**.

  Versions prior to ASFA v4.C*, 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 v4.2, deadline: **31 December 2029.**

  * ASFA v4C = ASFA v4 + Fichas 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, Mobility and Urban Agenda (MITMA). i.e. Axis 6, Intermodal and Intelligent Logistics Chains that propose – amongst their action line - an effective increase in rail freight transport and - amongst their targets - Railroad Highway services.

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

Currently, the Madrid – Valencia corridor (Gauge 1,668 mm) and the Huelva – Sevilla – Córdoba corridor (Gauge 1,668 mm) are available for circulation with semi-trailers up to 4.00 meters in maximum height. During the year 2025, Adif will begin conditioning 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 15/2022 of 1st August, 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 AV 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 AV 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 axles, 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 freigth trains or trains with dangerous goods, locomotives shall be equipped similar to Category B passenger rolling stock; in terms of capacity of the train to run to an evacuation and rescue point, and they will also be equipped with a self-rescue device for the driver and other people on board.

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

2.4.5. RESTRICTIONS IN BRIDGES/VIADUCTS

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

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

2.5. Infrastructure Availability

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

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

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

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

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

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

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

2.6. Infrastructure Development

The Ministry of Transport, Housing and Urban Agenda, by Order TMA/1338/2022, of 23 December, has approved the indicative strategy to develop, maintain and renew the railway infrastructure for 2021-2016 period, which full content is available on the following e-site:

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

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

2.6.1. ACTIONS PLANED

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

* Mediterranean Corridor: Castellbisbal-Vilaseca.

  Year 2024: Works in progress/ commissioning file (Castellbisbal-Martorell)

  Year 2025: Works in progress

* Mediterranean Corridor: Valencia Font Sant Lluis-Almussafes

  Year 2024: Works in progress

  Year 2025: Commissioning file

* Mediterranean Corridor: Font de Sant Lluis station

  Year 2024: Works in progress

  Year 2025: Works in progress/ Commissioning file/In service

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

  Year 2024: Works in progress

  Year 2025: Works in progress

* Electrification of Alicante – San Isidro section .

  Year 2024: Works tender / Works in progress

  Year 2025: Works in progress

* Xàtiva – L'Alcudia, Moixent La Encina Hub, track assembly, electrification, safety, and communication' facilities, new single track with Iberian gauge.

  Year 2024: ERTMS test phase

  Year 2025: In service

* Rail access to the Port of Sagunto.

  Year 2024: Works in progress/ Commissioning file/In service

  Year 2025: Commissioning/In-Service File

* New Southern rail access to Castellón port.

  Year 2024: Works in progress

  Year 2025: Works in progress

* Commuter Plan. Track renewal. Route: Xátiva-Alcoi.

  Year 2024: Works in progress

  Year 2025: Works in progress/ Commissioning file

* New Southern rail access to Castellón port. Track Assembly, Electrification and CMS

  Year 2024: Tender for works

  Year 2025: Tender for works/ Works in progress

* Complete track renewal on the line in Buñol-Utiel section. Platform and track.

  Year 2024: Works in progress

  Year 2025: Works in progress

* Catenary and track renewal at Silla Cullera. Gandia-Silla line.

  Year 2024: Works in progress

  Year 2025: Commissioning

* New railway access to Levante HS. Madrid – Castilla La Mancha – Valencian Community – Region of Murcia. Torrellano alternative track. Route: Access to Alicante Airport. Phase I. Platform and track.

  Year 2024: Projects/tenders' drafting

  Year 2025: Tender / Works in progress.

* Agreement to execute the works to restore the façades and roofs of Valencia Nord station; roof or side premises' phase, historical main canopy phase and façades and carpentry's phase,

  Year 2024: Works in progress

  Year 2025: Works in progress / commissioning

* Mediterranean Cantabrian Corridor. Line: Zaragoza-Teruel-Sagunto. Track and infrastructure of Sagunto-Teruel section and sigle actions on Teruel-Zaragoza section to promote freight traffic.

  Year 2024: Commissioning file

  Year 2025: In service

* Mediterranean Cantabrian Corridor. Zaragoza-Teruel- Sagunto line. Electrification of Zaragoza – Teruel section. Adaptation of gauges in tunnels and overpasses

  Year 2024: Works in progress

  Year 2025: Works in progress / commissioning file

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

  Year 2024: Works in progress

  Year 2025: Works in progress / commissioning file

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

  Year 2024: Works' tendering / works in progress

  Year 2025: Works in progress

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

  Year 2024: Works in progress

  Year 2025: Works in progress / commissioning

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

  Year 2024: Drafting projects

  Year 2025: Works' tender /works in progres

* Valladolid East variant railway arterial network. Platform

  Year 2024: Works in progress/Commissioning file (Phase I)

  Year 2025: Commissioning (Phase I)/in service (Phase I)/Works in progress (Phase II) file

* Shunting yard in the railway complex and its connection with the railway arterial network of Valladolid

  Year 2024: Works in progress / Commissioning file Phase I

  Year 2025: In service

* Construction project of the substation of the railway variant of Valladolid and rehabilitation of El Pinar de Antequera and Cabezón de Pisuerga substations

  Year 2024: Works in progress / Commissioning file

  Year 2025: (Pinar de Antequera) Commissioning /works in progress file

* Works of track construction and electrification project for Valladolid East railway variant

  Year 2024: Works in progress/Commissioning file (Phase I)

  Year 2025: Commissioning (Phase I)/in service (Phase I)/Works in progress (Phase II) file

* Construction project of the new railway complex in Valladolid. Phase II.

  Year 2024: Works in progress

  Year 2025: Works in progress

* Project and construction work of East Service Infrastructure variant and

Valladolid new railway complex

Year 2024: Works in progress

Year 2025: Works in progress/ commissioning file (Phase I)/in service (Phase I)/Works in progress (Phase II)

* Suppressing the electronic blocking Torralba-Soria

  Year 2024: Commissioning

* Duplication of track between Astillero and Orejo

  Year 2024: Works in progress

  Year 2025: Works in progress

* Putting the metric gauge line in Torrelavega (Cantabria) underground. Provisional diversion

  Year 2024: Works in progress

  Year 2025: Works in progress

* Putting the metric gauge line in Torrelavega (Cantabria) underground.

  Year 2024: works' tender

  Year 2025: Works in progress

* Equipment with BAB Torrelavega-Santander-Nueva Montana and Maliano-Astillero.

  Year 2024: Works in progress

  Year 2025: Works in progress

* Standards, blocking and new interlocking in Torrelavega-Cabezon de la Sal section.

  Year 2024: Works in progress / completion of work

  Year 2025: In service

* Project to construct the freight bypass between the lines of metric gauge: Santander-Oviedo and Santander-Bilbao, Santander (Cantabria)

  Year 2024: Project drafting

  Year 2025: Project drafting / Works' tender

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

  Year 2024: In service

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

  Year 2024: In service

* Line 160: Palencia Santander. Track duplication Torrelavega Santander (1st phase from Muriedas to Santander) and other performances between Guarnizo and Muriedas

  Year 2024: In service

* Line 160: Palencia Santander. Track duplication Torrelavega Santander (phase from Renedo to Guarnizo and other performances)

  Year 2024: Works in progress.

  Year 2025: Works in progress

* Line 770: Santander-Oviedo. Construction project to standardize and modernize of blockades and new interlockings between Cabezón de la Sal and Torrelavega Centro

  Year 2024: Works in progress.

  Year 2025: Works in progress/in service

* Atocha Station. Resetting Commuter tracks.

  Year 2024: Works' tender/works in progress

  Year 2025: Works in progress

* Chamartín Station. Resetting platforms with Iberian gauge.

  Year 2024: Works in progress.

  Year 2025: Works in progress

* Increase the section's capacity: Pinar de las Rozas Hub - Las Matas Station.

  Year 2024: Works in progress

  Year 2025: Works in progress

* Extension of the commuter network from Madrid to Soto del Real.

  Year 2024: Works in progress

  Year 2025: Works in progress

* ERTMS N2 train protection system's implementation. Madrid. Commuter section: Aranjuez – Villalba.

  Year 2024: Works in progress

  Year 2025: Works in progress / testing phase

* Remodelling Madrid – Vicálvaro rail freight terminal

  Year 2024: Works in progress

  Year 2025: Works in progress

* Electrification Illescas – Talayuela.

  Year 2024: Environmental Processing / Project Drafting

  Year 2025: Drafting projects

* Sevilla-Huelva line. Extending the track useful length 750 m away from Salteras siding, infrastructure, road and electrification.

  Year 2024: Works' tender / works in progress

  Year 2025: Works in progress / commissioning

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

  Year 2024: Works' tender / works in progress

  Year 2025: Works in progress / commissioning

* Sevilla-Huelva line. Construction project to extend siding tracks 750 m away from Escacena station

  Year 2024: Works' tender / works in progress

  Year 2025: Works in progress

* Bobadilla – Algeciras line. Execution of the works to extend the useful length of sidings 750 m away from Campillos and Setenil in Bobadilla-Ronda section.

  Year 2024: Works in progress

  Year 2025: Works completed and in service



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

  Year 2024: Environmental Processing / Project Drafting

  Year 2025: Project drafting

* Bobadilla – Algeciras line. Signaling and telecommunications facilities to suppress the telephone blocking in Bobadilla - Ronda line.

  Year 2024: Works in progress

  Year 2025: Works in progress

* Bobadilla-Algeciras line. Integral action on shunting yards and platforms at Jimena de la Frontera, and also replacing overpasses by gauges for future electrification.

  Year 2024: Works in progress

  Year 2025: Completed works

* Remodelling Puertollano station. Security Facilities

  Year 2024: Works in progress / commissioning

  Year 2025: In service

* Mérida-Puertollano line. Electrification.

  Year 2024: Project drafting

  Year 2025: Works' tender / works in progress

* Service Facilities to adapt BAB Herrera de la Mancha-Manzanares

  Year 2024: Works in progress

  Year 2025: Works in progress

* Mérida-Puertollano line. Execution of track renewal works on Ciudad Real-Badajoz line. Section: Brazatortas-Guadalmez.

  Year 2024: Works completed

  Year 2025: In service

* Zafra-Huelva/ Mérida-Los Rosales line. Suppression of telephone block Zafra-Los Rosales

  Year 2024: Works in progress

  Year 2025: Works in progress/Works completed

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

  Year 2024: Works in progress

  Year 2025: Works in progress

* Zafra-Huelva line. Execution of the works for a thorough renewal of infrastructure and tracks. Section: Calanas-Peguerillas.

  Year 2024: Works in progress

  Year 2025: Works in progress / completion of works / in service

* Zafra-Huelva line. Thorough renewal of infrastructure and track. Section: Jabugo-96+430.

  Year 2024: Works in progress

  Year 2025: Works in progress / works completed / In service

* Bobadilla-Algeciras line. Execution of the works of the construction project control, command and signalling impact on Jimena de la Frontera station

  Year 2024: Works in progress

  Year 2025: Works in progress / works completed / in service

* New railway access to Sevilla port

  Year 2024: Works in progress

  Year 2025: Works in progress

* Railway access to Bajos de la Cabezuela (Cadiz) port

  Year 2024: Commissioning file/in service

* Aguilas (Murcia-Almeria) Branching connection.

  Year 2024: Works in progress

  Year 2025: Works in progress

* Access to the New Terminal of Barcelona Airport. Rodalíes de Barcelona. Phase II.

  Year 2024: Works in progress

  Year 2025: Commissioning file/in service

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

  Year 2024: Works in progress

  Year 2025: Works in progress

* Vallbona variant and Aguas branching, hydrogeological corrective measures Barcelona-Figueras HSL (Barcelona).

  Year 2024: Works in progress

  Year 2025: Works in progress

* Montcada branching station renewal (Barcelona)

  Year 2024: Works in progress

  Year 2025: Works in progress

* Conventional railway integration in Sant Feliu de Llobregat.

  Year 2024: Works in progress

  Year 2025: Works in progress / commissioning file

* Connection in standard gauge to the Mediterranean Corridor at the logistics platform of La Llagosta (Barcelona). Platform, track, electrification and CMS

  Year 2024: Works in progress

  Year 2025: Works in progress/commissioning/in service file

* Duplication of R3 line between Parets Vallés and La Garriga.

  Year 2024: Works in progress

  Year 2025: Works in progress / commissioning file

* Renewal of the railway infrastructure at the duty-free Zone of Barcelona, Calle 4.

  Year 2024: Works in progress / commissioning

  Year 2025: In service

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

  Year 2024: Works in progress / commissioning file

  Year 2025: In service

* ERTMS N2 train protection system's implementation. Rodalíes de Barcelona. Section: Manresa – Barcelona - San Vicent de Calders

  Year 2024: Works in progress

  Year 2025: Works in progress / testing phase

* ERTMS N2 train protection system's implementation. Rodalíes de Barcelona. Section: Hospitalet - Port Aventura

  Year 2024: Works in progress

  Year 2025: Works in progress

* ERTMS N2 train protection system's implementation. Rodalíes de Barcelona section: Mollet branching – Can Tunis

  Year 2024: Works in progress

  Year 2025: Works in progress / Testing phase

* ERTMS N2 train protection system's implementation. Rodalíes de Barcelona section: Hospitalet-Mataro

  Year 2024: Commissioning/in service file

* Integration of Pla de Vilanoveta station in Lleida Pirineus interlocking and installation of BLAU between Bell-Lloc and Lleida Pirineus.

  Year 2024: Works in progress / commissioning / in service file

* Works to improve Huesca-Canfranc line. Canfranc-Canfranc branching Line (L-204). Section: Plasencia del Monte – Ayerbe.

  Year 2024: Commissioning file

  Year 2025: In service

* Works to improve Huesca-Canfranc line. Canfranc-Canfranc branching Line (L-204). Section: Ayerbe - Caldearenas.

  Year 2024: Works in progress / commissioning file

  Year 2025: In service

* Works to improve Huesca-Canfranc line. Canfranc-Canfranc branching Line (L-204). Section: Jaca- Canfranc.

  Year 2024: Works in progress / commissioning file

  Year 2025: In service

* Construction project drafting and installation works of the automatic two-way blocking in Ariza-Calatayud section. Madrid-Barcelona line.

  Year 2024: Works in progress

  Year 2025: Works in progress / commissioning

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

  Year 2024: Works in progress

  Year 2025: Works in progress

* Execution of the project to construct BAU equipment and solution to the impact of electrification at 25 kVac of Zaragoza-Teruel-Sagunto line. Section Monreal - Sagunto.

  Year 2024: Works in progress / in service

  Year 2025: In service

* Execution of the project to construct BAU equipment and solution to the impact of electrification at 25 kVac of Zaragoza-Teruel-Sagunto line. Teruel-Caminreal branching section.

  Year 2024: Works in progress

  Year 2025: Works in progress / commissioning file

* Drafting the construction project and execution of installation works of automatic two-way blocking (B.A.B.) in Figueres-Portbou section

  Year 2024: Works in progress

  Year 2025: Works in progress / commissioning file

* Construction project to centralize Reus - Mora la Nova blocking.

  Year 2024: In service

  Year 2025: In service

* Drafting the construction project and execution of the installation works for a new electronic interlocking and replacing track circuits at Montcada branching station.

  Year 2024: In service / commissioning file

  Year 2025: In service (interlocking)

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

  Year 2024: Works in progress / in service

  Year 2025: In service

* Project thorough renewal of Figueres-Portbou overhead contact line in the Barcelona – France line. Section: Figueres – Portbou, (Girona)

  Year 2024: Works in progress

  Year 2025: Works in progress / commissioning file

* Execution of the works to construct Portbou's new traction power substation

  Year 2024: Works in progress

  Year 2025: In service / commissioning file

* Execution to extend track 2 at the southern head of Vic station.

  Year 2024: Works in progress

  Year 2025: Works in progress / commissioning file

* Rearrangement of Granollers Centre Station.

  Year 2024: Works in progress

  Year 2025: Works in progress / commissioning file

* Resetting Castelldefels Station

  Year 2024: Works in progress

  Year 2025: Works in progress / commissioning file

* Renovation and electrification of Ourense-Monforte-Lugo axis.

  Year 2024: Works in progress

  Year 2025: Works in progress / in service

* Renewal and adaptation of security facilities and expansion works of sidings and As Gandaras station. Redondela – Guillarei – Tui Section.

  Year 2024: In service

* Renewal and electrification of Ourense – Vigo axis.

  Year 2024: Works in progress

  Year 2025: Works in progress

* Substations at Ourense – Vigo axis.

  Year 2024: Phase of Study / Project Drafting

  Year 2025: Project drafting

* Renewal and electrification of Ourense-Vigo axis. Guillarei-Vigo Guixar section

  Year 2024: Works' tender / works in progress

  Year 2025: Works in progress

* Renewal and electrification of Ourense – Vigo axis. Ourense-Guillarei Section

  Year 2024: Projects' drafting

  Year 2025: Projects' drafting / works' tender

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

  Year 2024: Works in progress

  Year 2025: Commissioning

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

  Year 2024: Works in progress / commissioning

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

  Year 2024: Works in progress / commissioning

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

  Year 2024: Works in progress

  Year 2025: Works in progress/commissioning

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

  Year 2024: Works in progress

  Year 2025: In service

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

  Year 2024: Works in progress/commissioning

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

  Year 2024: Works in progress/commissioning

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

  Year 2024: Works in progress / commissioning

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

  Year 2024: Works in progress

  Year 2025: Works in progress/commissioning

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

  Year 2024: Works in progress

  Year 2025: Works in progress

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

  Year 2024: Works in progress/in service.

* Project, construction and maintenance of GSM-R branching mobile communications system. Utrera – Fuente de Piedra

  Year 2024: Works in progress/in service.

* Project, construction and maintenance of GSM-R Avila - Salamanca mobile communications system

  Year 2024: Works in progress/ in service

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

  Year 2024: In service

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

  Year 2024: Works in progress

  Year 2025: Works in progress/in service

* Project, construction and maintenance of GSM-R Xátiva - Alcoi mobile communications system

  Year 2024: Works in progress

  Year 2025: Works in progress / in service.

* Project, construction and maintenance of GSM-R mobile communications system Metric Gauge Lines (RAM)

  Year 2024: Works in progress

  Year 2025: Works in progress/in service

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

  Year 2024: Works' tender/works in progress

  Year 2025: Works in progress / commissioning

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

  Year 2024: Works' tender/works in progress

  Year 2025: Works in progress

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

  Year 2024: Works in progress

  Year 2025: Works in progress/commissioning

* Project, construction and maintenance of GSM-R Granollers - Maçanet-Massanes mobile communications system

  Year 2024: Project drafting/Works' tender

  Year 2025: Works tender/works in progress

* Project, construction and maintenance of GSM-R Mataró - Maçanet-Massanes mobile communications system

  Year 2024: Project drafting/Works tender

  Year 2025: Works tender/works in progress

* Project, construction and maintenance of GSM-R Moncada BIF mobile communications system - Sant Quirze de Besora

  Year 2024: Project drafting/Works' tender

  Year 2025: Works tender/works in progress

* Project, construction and maintenance of GSM-R Huesca-Canfranc mobile communications system

  Year 2024: Works' tender/works in progress

  Year 2025: Works in progress

* Project, construction and maintenance of GSM-R Atocha-Principe Pio-Pinar mobile communications system

  Year 2024: Project drafting/Works' tender

  Year 2025: Works in progress

* Project, construction and maintenance of GSM-R Villalba- El Escorial/Cercedilla mobile communications system

  Year 2024: Project drafting/Works' tender

  Year 2025: Works in progress

* Project, construction and maintenance of GSM-R Atocha-Guadalajara mobile communications system

  Year 2024: Project drafting/Works' tender

  Year 2025: Works in progress

* Project, construction and maintenance of GSM-R mobile communications system Colmenar Viejo / Alcobendas -Chamartín

  Year 2024: Project drafting/Works' tender

  Year 2025: Works in progress.

* Project, construction and maintenance of GSM-R Villaverde Alto-Parla mobile communications system

  Year 2024: Project drafting/Works' tender

  Year 2025: Works in progress

* Implementation of the Southern Communications Infrastructure Renewal Project.

  Year 2024: Works in progress

  Year 2025: Works in progress

* Implementation of the communication infrastructure renewal project in the East Area.

  Year 2024: Works in progress

  Year 2025: Works in progress

* Implementation of the communications' infrastructure renewal project in Northwest Area.

  Year 2024: Works in progress

  Year 2025: Works in progress

* Implementation of the communications infrastructure renewal project in the Northeast area.

  Year 2024: Works in progress

  Year 2025: Works in progress

* Implementation of the North Area Communications Infrastructure Renewal Project.

  Year 2024: Works in progress

  Year 2025: Works in progress

* Project execution to construct the fixed telecommunications facilities and protection and security systems at Galicia-Pajares branching section , and laying fiber optic cables between Pajares branching and Pola de Lena, through the western tunnel of the Pajares variant

  Year 2024: Works in progress

  Year 2025: In service

* Project to construct the railway tunnel in Gijon. Extension to Cabuena. Civil works

  Year 2024: Project drafting

  Year 2025: Project drafting

* Construction project of Gijón new intermodal station

  Year 2024: Project drafting

  Year 2025: Project drafting

* Put Langreo Railways underground. Metric Gauge Network in Asturias

  Year 2024: Works in progress / in service

* Renewal of Via Colloto – Infiesto (Asturias). Metric Gauge Network in Asturias.

  Year 2024: Works in progress

  Year 2025: In service

* Standardization and modernization of blockings on 770 Oviedo - Santander line. Section: Oviedo - Infiesto

  Year 2024: Works in progress

  Year 2025: Works in progress / in service

* Renewal of Gijon – Laviana track. Metric Gauge Network in Asturias.

  Year 2024: In service

* Standardization and modernization of blockading in Gijon - El Berron section

  Year 2024: Works in progress

  Year 2025: Works in progress

* Complete renewal of Padron and Villabona I and II tunnels. Track set on concrete slab.

  Year 2024: Works in progress

  Year 2025: Works in progress

* Duplication of La Carrera- Pola de Siero track.

  Year 2024: Works in progress

  Year 2025: Works in progress

* Affections CMS between La Carrera and Pola de Siero. Line 770 Santander - Oviedo

  Year 2024: Works in progress

  Year 2025: Works in progress

* Suppress Ferrol- Ortigueira Telephone blocking. Metric Gauge Network in Galicia.

  Year 2024: In service

* Pola de Lena – Oviedo renewal

  Year 2024: Works' tender

  Year 2025: Works in progress

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

  Year 2024: Project drafting

  Year 2025: Works in progress

* New interlockings Serin and Veriya

  Year 2024: Works in progress

  Year 2025: In service

* Suppression of León – Guardo telephone blocking

  Year 2024: In service

* BAU Equipment in Tranche Infiesto – Cabezón de la Sal

  Year 2024: Works in progress

  Year 2025: In service

* Standardization and modernization of Pravia - Gijón blockings

  Year 2024: Works in progress / in service

* Accessibility at Villabona station (Asturias)

  Year 2024: Works in progress

  Year 2025: Works in progress / In service

* Standardization and modernization of blockings in Trubia – Oviedo section

  Year 2024: Works in progress

  Year 2025: Works in progress / In service

* Standardization and modernization of blockings in Cudillero – Pravia section

  Year 2024: Works in progress

  Year 2025: Works in progress

* Standardization and modernization of blockings in Trubia - Collanzo section

  Year 2024: Works in progress

  Year 2025: Works in progress / In service

* Suppression of telephone blocking between Ribadeo and Cudillero

  Year 2024: Works in progress

  Year 2025: Works in progress / in service

* Drafting the construction project and executing the works to remove the BT from Ortigueira-Vegadeo section (Galicia Network with Metric Gauge)

  Year 2024: Works in progress

  Year 2025: In service

* Changing the exhausts of Madrid C5 commuter line.

  Year 2024: Works' tender/works in progress

  Year2025: Works in progress

  Renew signalling and new setting of Madrid C5 commuter line exhausts.

  2024: Works' tender/works in progress

  2025: Works in progress

* Remodelling of Móstoles-El Soto station and annexed facilities, track, electrification and urbanization.

  Year 2024: Project drafting

  Year 2025: Project drafting

* Civil Works to update the tunnels of the Under-Directorate of Operations Center on Madrid C5 commuter line.

  Year 2024: Works in progress

  Year 2025: Works in progress

* Civil protection and security facilities to upgrade the tunnels of Central and Northeast Operations' Branch. Madrid C5 commuter line.

  Year 2024: Works in progress

  Year 2025: Works in progress

* Extension of platforms and improving the accessibility, evacuation and ventilation conditions in case of fire in Las Águilas commuter station

  Year 2024: Works in progress

  Year 2025: Works in progress

* Extension of platforms and improving the accessibility, evacuation and ventilation conditions in case of fire in Maestra Justa Freire Polideportivo Aluche commuter station

  Year 2024: Works in progress

  Year 2025: Works in progress

* Extension of platforms and improving the accessibility, evacuation and ventilation conditions in case of fire in Laguna commuter station

  Year 2024: Works in progress

  Year 2025: Works in progress

* New lobby on the surface, extending platforms and improving the conditions of accessibility, ventilation and evacuation that will include the necessary actions to guarantee safety at the station. "Project to remodel Aluche underground commuter station".

  Year 2024: Works in progress

  Year 2025: Works in progress

* Evacuation and ventilation conditions in case of fire in embajadores commuter underground station Phase I – Madrid

  Year 2024: Works in progress

  Year 2025: Works in progress

* Extension of platforms and improving the accessibility, evacuation and ventilation conditions in case of fire in embajadores commuter underground station Phase II – Madrid

  Year 2024: Works in progress

  Year 2025: Works in progress

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

  Year 2024: Works in progress

  Year 2025: Works in progress

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

  Year 2024: Works in progress

  Year 2025: Works in progress

* Remodelling Cuatro Vientos Station

  Year 2024: Project drafting

  Year 2025: Works' tender.

* Remodelling San José de Valderas Station

  Year 2024: Project drafting

  Year 2025: Works' tender.

* Remodelling Alcorcón Station

  Year 2024: Project drafting

  Year 2025: Works' tender.

* Remodelling Retamas Station

  Year 2024: Project drafting

  Year 2025: Works' tender.

* New Parla North station on Madrid C4 commuter line.

  Year 2024: Works' tender/works in progress

  Year 2025: Works in progress

* New station of Tres Cantos North on Madrid C4b commuter line.

  Year 2024: Project drafting

  Year 2025: Project drafting

* New Getafe Industrial station on Madrid C3 commuter line.

  Year 2024: Project drafting

  Year 2025: Project drafting

* New La Tenería (Pinto) station on Madrid C3 commuter line.

  Year 2024: Works' tender/works in progress

  Year 2025: Works in progress

* Construction project to put R-2 and R-4 lines underground in L'Hospitalet de Llobregat

  Year 2025: Project drafting

* New South, railway and track accesses to Barcelona port

  Year 2024: Works' tender

  Yera 2025: Works in progress



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

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

2.6.2. UPDATE OF ADIF OWNED GENERAL INTEREST RAIL NETWORK ASSETS

After publishing the previous edition of the Network Statement, the most important developments upon modernizing the Network owned by Adif - Alta Velocidad, have been the following:

MODIFICATIONS TO TRAFFIC SAFETY AND TRAFFIC MANAGEMENT SYSTEMS.

* Line 200, Madrid Chamartín Clara Campoamor - Barcelona Estación de Francia, replacement of the single track automatic release block (BLAU) with centralised traffic control (CTC) by single track automatic block (BAU) with centralised traffic control (CTC) between Valls and Salomó (13.747 km).
* Line 202, Torralba - Soria, removal of the telephone block (BT), and commissioning of single track automatic release block (BLAU) on the whole 92.704 km line.
* Line 240, S. Vicenç de Calders - L'Hospitalet de Llobregat, increase of reversible working over 3.609 km of track and recovery of the double track section between Martorell Central and Castellbisbal, following works to adapt the Castellbisbal tunnel to standard gauge specifications. In this way, the aforementioned tunnel is reopened and becomes operational for passenger and freight traffic, with three tracks available for traffic on this route: the two that run through the Castellbisbal tunnel and the parallel single-track Costablanca branch line put into service in 2022, which included the recovery of an old tunnel prior to the Castellbisbal tunnel.
* Line 270, Cerberere - Aragó Junction, increase in centralised traffic control (CTC) and reversible working of 26.595 km of track between Maçanet-Massanes and Girona Mercaderies.
* Line 300, Madrid Chamartín Clara Campoamor - Valencia Estación del Nord, increase of reversible working over 19.803 km of track between S. Cristobal Industrial and Aranjuez.
* Line 344, Gandía - Silla, the route Silla - Cullera (9.741 km) has been made reversible, and now with double reversible working track automatic block with centralised traffic control (BAB with CTC).
* Line 348, Ford - Silla, is equipped with a train-land communication system between Silla and 3.012 km Límite Adif-Ford (3.012 km)
* Commissioning of the ERTMS Level 1 system on:
    - Line 400, Alcázar de San Juan - Cádiz, between Sevilla Santa Justa and Cádiz (152.961 km).
    - Line 406, Las Aletas - University of Cádiz (Apd), (2.434 km)
    - Line 444, Tamarguillo Junction - La Salud, (1.039 km)
    - Line 456, La Salud Aguja 6.2 Km- La Salud Aguja 10.2 Km, (0.764 km)
* Line 790, Aranguren - La Asunción Universidad (León), Replacement of the single-track telephone block between La Asunción Universidad and Cistierna (69.767 km) with single-track automatic block with centralized traffic control (BAU with CTC). Replacement of the single-track telephone block (BAU) with single-track automatic release block with centralized traffic control (BLAU with CTC) between Cistierna and Guardo (43.350 km).

* Line 792, Matallana - La Robla, replacement of single track automatic block (BAU) without centralised traffic control (CTC) by single track automatic release block (BLAU) with centralised traffic control (CTC) (10.867 km).
* Line 930, Madrid Atocha Cercanías - San Fernando de Henares, increase of 4.229 km of reversible working track between Vallecas Industrial and Vicálvaro.

SECTIONS TEMPORARILY OUT OF SERVICE

* Line 116, Los Cotos - Cercedilla. From 6 May 2024 and for an estimated period of twelve months, this line will be closed for extensive renovation work: renewal of overhead line, track, sleepers and ballast, raising of walls, treatment of trenches, improvements to level crossings and crossings between platforms, and improvements to the infrastructure of the Navacerrada tunnel. In addition, the telephone blocking service will be eliminated and work will be carried out at several stops, with the Camorritos stop being recovered for the commercial service.

NEW SECTIONS BROUGHT INTO SERVICE

Line 468, Bif. Las Maravillas – Antequera AV (12.700 km): Single non-electrified track, equipped with automatic block with centralized traffic control (BAU with CTC), Asfa, and Tren Tierra communication system.

MODIFIED SECTIONS

Line 114, Valladolid Freight Railway Complex – Bif. Canal del Duero (7.988 km): Its length increases by 1.900 km, extending from Valladolid Fuente Amarga Km.192.7 to the Valladolid Freight Railway Complex. The entire line is a single electrified track with mixed gauge, equipped with automatic release block with centralized traffic control (BLAU with CTC).

ROUTES EXCLUDED FROM THE CATALOGUE OF RFIG LINES (ANNEXES F AND H) DUE TO NOT BEING IN OPERATION





3

ACCESS CONDITIONS

3.1. Introduction

3.2. Generals Access Requirements

3.3. Agreements

3.4. Specific Access Requirements

INDEX

3.2.1.REQUESTS FOR INFRAESTRUCTURE CAPACITY AND FOR CAPACITY AT SERVICE FACILITIES 72

3.2.2. ADIF RAILWAY INFRASTRUCTURE ACCESS TERMS 74

3.2.3. LICENSES AND APPROVALS 75

3.2.4. SINGLE SAFETY CERTIFICATE 75

3.2.5. CIVIL LIABILITY AND INSURANCE 76

3.2.6. ASSISTANCE PLAN TO VICTIMS OF RAIL ACCIDENTS 76

3.3.1. FRAMEWORK AGREEMENTS 77

3.3.2. ACCESS AGREEMENTS AND AGREEMENTS WITH RU. 77

3.3.3. ACCESS AGREEMENTS AND AGREEMENTS WITH NON RU APPLICANTS. 78

3.3.4. GENERAL TERMS AND CONDITIONS 78

3.4.1. ROLLING STOCK TECHNICAL REQUIREMENTS 78

3.4.2. RAIL STAFF REQUIREMENTS 81

3.4.3. EXCEPTIONAL TRANSPORTS 82

3.4.4. TRANSPORT OF DANGEROUS FREIGHT 83

3.4.5. TESTING TRAINS AND OTHER SPECIAL TRAINS 83

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 (RFIG) 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).

RUs and other Applicants that intend to operate on Railway infrastructure manager managed Network shall be registered in the Special Railway Register ((Art. 61 LSF and Art. 129 del RSF), dependent on the State Railway Safety Agency. They must also have the corresponding Contingency Plan, approved by the Ministry of Transport and Sustainable Mobility.

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 (Rail Sector Act, art. 35)

3.2.1.REQUESTS FOR INFRAESTRUCTURE 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

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 (Rail Sector Act, art. 34.2)

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

3.2.1.2. CAPACITY ALLOCATION AT SERVICE FACILITIES

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

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

b) The State Rail Safety Agency, when the operations' scope is limited to the General Interest Railway Network as requested by the undertaking.

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

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

Chapter IV, Title I 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 Saftey 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 the SC-2 service, Traction power supply
- For the SB-2 service, For fuel supply
- To conclude Framework Agreements
- For the SB-7 service, premises for attended ticket sales and information service
- For the SB-8 service, premises for self-service ticket sales and information self-service machines
- For the SB-9 service, premises for service personnel on-board
- 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 the SX-7 service, area for last call attention
- For the SX-8 service, unattended changing room for operating personnel
- For the SX-9 service, lost property management
- For the SX-12 service, 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 J includes different agreement models:

- For SB_3 ITU Handling service
- For SB_4 Shunting Service and others related to train operations

3.3.4. GENERAL TERMS 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 that vehicles running on the General Interest Railway Network need the following:

a) Setting on the market their mobile subsystems.

b) an authorization to set the vehicle on the market issued by the State Railway Safety Agency or by the European Union Railway Agency, in accordance with European Union regulations.

c) verifications before use.

d) registration in one of the registries.

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

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

Authorizations to set vehicles on the market shall be issued in accordance with Commission Implementing Regulation (EU) 2018/545, of 4 April 2018, which sets the practical provisions relating to railway vehicle authorization and railway vehicle type authorization process pursuant to Directive (EU) 2016/797 of the European Parliament and of the Council.

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

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

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 Saftey 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 Article 136 of Royal Decree 929/2020, of 27 October the State Railway Safety Agency may inspect the vehicles, which are authorized to run on the General Interest Railway Network at any time.

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

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.

b) Order the inspected vehicle owner to carry out appropriate maintenance operations within a specified period.

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

Infrastructure managers have police power regarding rail traffic and infrastructure use and defence, in order to ensure traffic safety and the preservation of infrastructure, facilities and any kind of material mean required for their operation. Furthermore, they will control compliance with the obligations that tend to avoid all kinds of damage, track deterioration, risks or danger to people, as well as compliance with the limitations imposed regarding land close to railways, in accordance with Article 104 of Law 38/2015, of 29 September and article 153 of Royal Decree 929/2020.

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



3.4.2. RAIL STAFF REQUIREMENTS

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

CERTIFICATION AND TRAINING

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

Rail staff shall comply with Order FOM/2872/2010 of 5 November on the conditions to issue certificates that authorizes rail staff to perform certain duties regarding traffic safety; furthermore, aforementioned Order FOM determines the regime of approved medical and training centers for said staff.

Also, by Order FOM/679/2015, dated 9 April, which amended Order FOM/2872/2010, the conditions to obtain qualifying titles that allow performing the functions of railway staff, related to traffic safety as well as the regime of approved training centers and medical examination of such personnel, are set. Furthermore, Resolution of 23 December 2015, of the State Railway Safety Agency, sets the basic training routes and minimum teaching hours of training programs for railway personnel qualifications, to be imparted in approved railway personnel training centres.

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 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.

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 RFIG 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

The railway undertakings wishing to carry out an exceptional transport must contact the Corporate Directorate of Traffic Safety (DCSC) of the railway Infrastructure Manager by means of a letter sent electronically via the Electronic Headquarters:

https://sede.adif.gob.es/opencms/system/modules/sede/index

(See section 4.7 of this Network Statement).

The Corporate Directorate for Traffic Safety will publish the exceptional transport authorisation (ATE) in the RGD in order to inform the railway undertaking of the TE and the areas of activity of the Infrastructure Manager concerned of any restrictions it may contain and of the conditions of transport

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 Corporate 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 RFIG 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.

Adif makes their owned railway infrastructure available to Railway Undertakings and rolling stock manufacturers, to perform different testing types for rolling stock approval, validation and verification, as well as for other safety systems, communications, etc.

Depending on the specific requirements for every testing type, Adif shall allocate capacity or paths given any requirement to deliver a blocked track, and shall settle the A, B and C Mode tariffs according to 97, Rail Sector Act, depending on the allocated capacity, with the amounts corresponding to the type of VOT service in force at any given time in the Network Statement.

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.

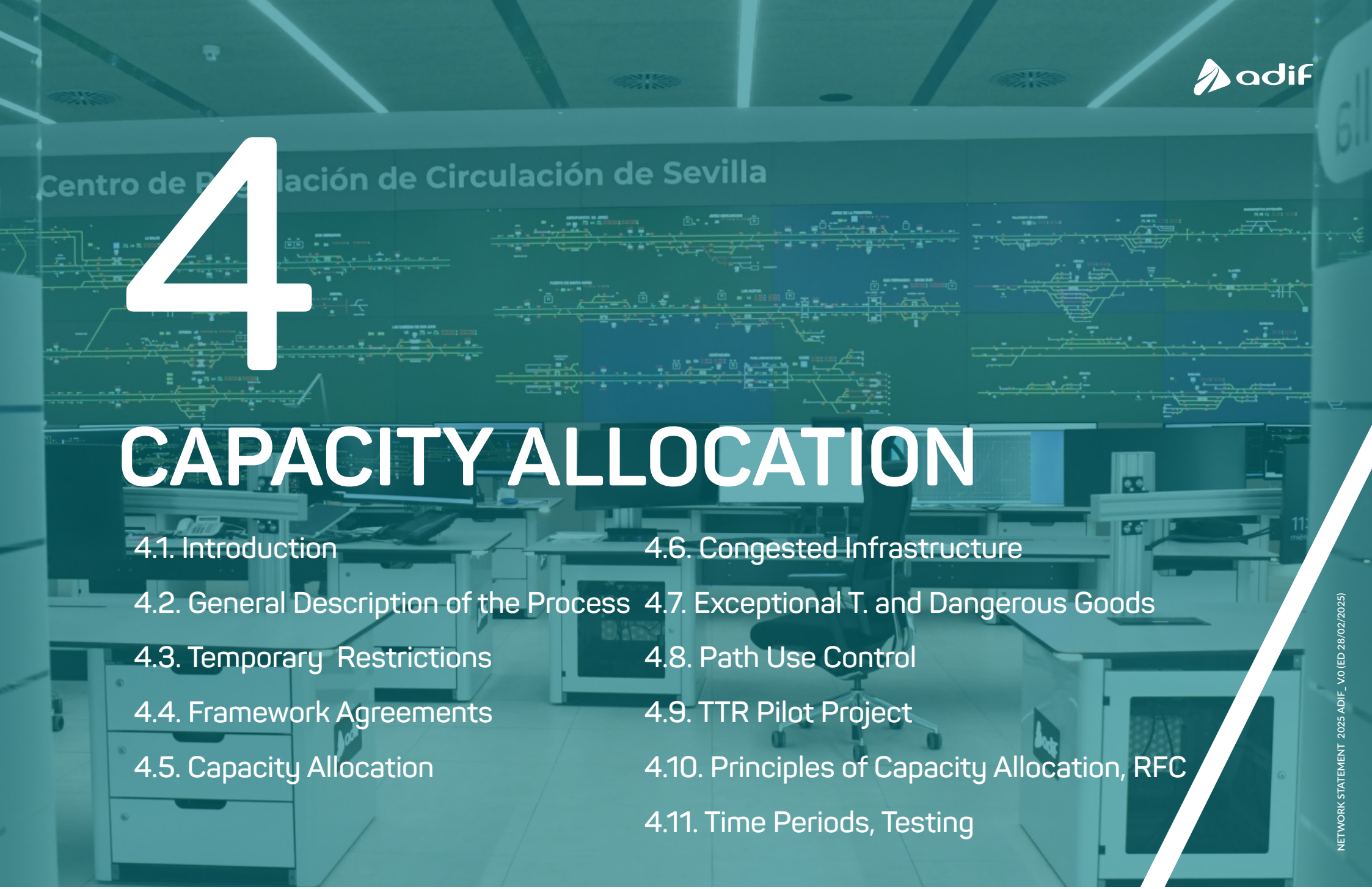
Therefore, this capacity is reserved by the Infrastructure Manager for maintenance tasks, tasks that will always take priority over tests, even if they may be scheduled.

Notwithstanding the above, the Infrastructure Manager will assign time slots for carrying out rolling stock tests on the RFIG 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.

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





4

CAPACITY ALLOCATION

4.1. Introduction

4.2. General Description of the Process

4.3. Temporary Restrictions

4.4. Framework Agreements

4.5. Capacity Allocation

4.6. Congested Infrastructure

4.7. Exceptional T. and Dangerous Goods

4.8. Path Use Control

4.9. TTR Pilot Project

4.10. Principles of Capacity Allocation, RFC

4.11. Time Periods, Testing

INDEX

4.2.1. APPLICANTS REQUESTING CAPACITY 88
4.2.2. DOCUMENTATION FOR CAPACITY REQUESTS 88
4.2.3. TYPES OF PATH REQUESTS 90

4.3.1. GENERAL PRINCIPLES 91
4.3.2. DEADLINES AND INFORMATION PROVIDED TO APPLICANTS 93

4.4.1. PROCEDURE FOR PROCESSING CAPACITY ALLOCATION FRAMEWORK AGREEMENT REQUESTS 98
4.4.2. PROCEDURE FOR ANNUAL REVIEW OF COMPLIANCE WITH CAPACITY FRAMEWORK AGREEMENTS 103
4.4.3. FRAMEWORK CAPACITY RELEASED 113

4.5.1. CAPACITY REQUEST TIMETABLE (PATHS) SERVICE SCHEDULE 119
4.5.2. REQUESTS TO ALLOCATE INTERNATIONAL PATHS AFTER THE DEADLINE 124
4.5.3. AD-HOC REQUESTS 124
4.5.4. COORDINATION PROCESS 125
4.5.5. CLAIMS PROCESS 126

4.8.1. STANDARDS TO AMEND PATHS 129
4.8.2. PATH RESCHEDULING STANDARDS 129
4.8.3. PATH NON-USE STANDARDS 129
4.8.4. USE CONTROL STANDARDS 129

4.9.1. TTR PURPOSE 130
4.9.2. PROCESS COMPONENTS 130
4.9.3. IMPLEMENTATION 131
4.9.4. TTR PILOT PROJECT 132

4.11.1. SCOPE OF APPLICATION 135
4.11.2. PROCESS DESCRIPTION 135
4.11.3. MAINTENANCE AND EXTRAORDINARY CAUSES 137
4.11.4. CHARGES 137

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 very 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.

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

IDENTIFICATION OF APPLICANT AND REPRESENTATIVE

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

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

SAFETY CERTIFICATE

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

GUARANTEES OF TRANSPORT OF DANGEROUS GOODS

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

CONCRETE DETERMINATION OF A REQUEST FOR CAPACITY

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

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

solicitud.capacidad@adif.es

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

CAPACITY REQUESTS IN EUROPEAN RAILWAY FREIGHT CORRIDORS

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

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

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

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

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.

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 pruposes 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:

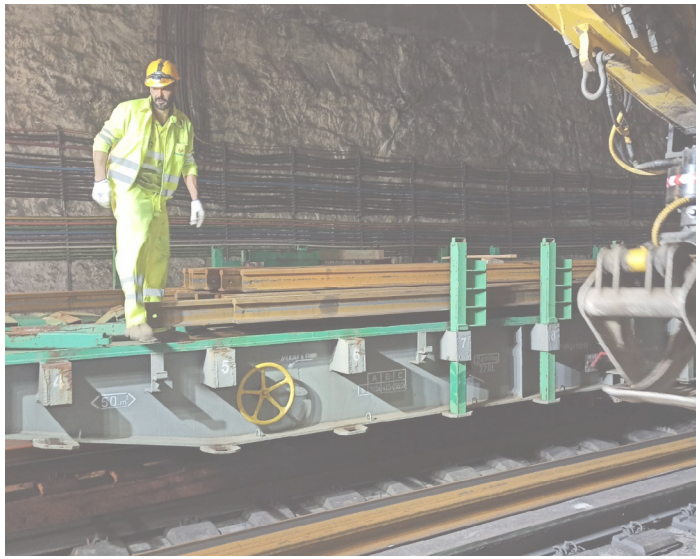
$$\textit{Impacto del RTC(\%)} = \frac{\textit{Nº de surcos afectados por la RTC en un día significativo}}{\textit{Nº de surcos totales en un día significativo}} \times 100$$

(*) 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” caseswhich temporary capacity restriction doesn't meet the amount of consecutive days and % cancelled traffic criteria, diverted or replaced tobe 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 timetable 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 timetable 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 timetable 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 timetable, 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 timetable. 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 timetable 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 timetable 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.

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.

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.

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

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).

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

Those occasional extraordinary works of little relevance may be agreed directly by the rail infrastructure manager with the affected RUs and Applicants, with the necessary advance notice. Applicants affected, with the advance notice deemed necessary.

4.4. Framework Agreements Between the Rail Infrastructure Manager and Applicants

FRAMEWORK AGREEMENT AND FRAMEWORK CAPACITY GENERAL CONCEPT

Some Applicants, in order to invest in providing rail services, may need greater legal certainty in terms of infrastructure capacity available for a period longer than a service time, and infrastructure managers and applicants may conclude framework agreements to reserve capacity for a period exceeding the valid 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.

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

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

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

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

The model National Framework Agreement is available in Annex I.

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.

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 35, 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.

Thus, and in accordance with the requirements of the CNMC in its resolution of July 24, 2024 (STP/DTSP/009/024), the following procedure is established:

CONTENT OF THE REQUEST

Framework agreement requests must include the following 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 timetables and days of the week.
- 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.

Along with the request, applicants must provide documentary evidence of the following sections:

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

- Overview of the Plan for the requested period.
- Available resources (trains, personnel and necessary facilities).
- Measures for the maintenance of the trains to be used for the proposed services (undertaking to have its own workshops or a letter from the operator of the facilities where the maintenance is to be carried out confirming the feasibility of this).
- Evolution of the operation, detailing the start of services and the incorporation of resources on an annual basis.
- 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.
- Letter of undertaking that, at the time of the framework capacity allocation, the civil liability that may be incurred has been sufficiently guaranteed, in accordance with the conditions laid down in Article 63 of Royal Decree 2387/2024.
- 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.
- Likewise, a market or mobility study will be included for each of the lines on which it is intended to operate, justifying the Economic-Financial Plan.

Additionally, the ratios that support the Economic-Financial Plan will be incorporated into the analysis. Inter alia:

- Average revenue per passenger (average sales obtained by operations per year divided by the average number of passengers transported).
  - Train-km per circulation (Average Km travelled per year divided by annual circulations).
  - Passengers per circulation (average number of passengers transported divided by annual circulations).
- Cost per train-km (average cost of operations per year divided by the average number of km travelled per year).
- EBITDA and Profit before and after taxes.
- Other ratios considered relevant.
- Audited annual accounts for the last three financial years (if applicable).
- Financial capacity and sources of financing, own or external.

- Comfort Letter that supports and guarantees the Economic-Financial Plan, signed by the applicant and all of its shareholders.
- External auditor's report certifying the reasonableness of the hypotheses used to draw up the Economic-Financial Plan, as well as its consistency with the request submitted.
- Declaration of whether or not the railway undertaking forms part of a corporate group referred to in Article 42 of the Spanish Commercial Code.

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

- Prior to the provision of railway transport services and in order to provide evidence of the civil liability cover that may be required for the exercise of the activity of providing railway passenger transport services, it will be necessary to present the policy with its general, specific and special conditions in order for it to be examined in accordance with the provisions of Article 63 of the Spanish Railway Sector Regulations, as well as a certificate of being up to date with payment of the aforementioned insurance policy.
- It will also be necessary to provide a declaration stating a commitment to formalise a policy to cover the guarantees required by mandatory travel insurance.

REQUEST SUBMISSION METHOD

The documentation must be sent electronically to the ADIF-Alta Velocidad electronic office: https://sede.adif.gob.es/opencms/system/modules/sede/index

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.

Persons appearing or signing proposals on behalf of another person must present an appropriate power of attorney and a notarised photocopy of their identity card or, where applicable, of the document that replaces it in accordance with the regulations. The power of attorney must be registered in the Commercial Registry. If it is a power of attorney for a specific document, registration in the Commercial Registry will not be necessary. This requirement is waived if the request for capacity is submitted electronically signed.

All documents submitted must be originals or deemed authentic in accordance with current legislation. In the event of any discrepancy between the information contained in the various documents, the information contained in the Operations Plan attached to the application shall prevail in all cases.

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.

If the request does not comply with the requirements set out in Article 66 of Spanish Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administrations, the applicant shall have a period of 10 days remedy this, under the terms established in article 68 of the aforementioned Law, failing which the request shall be deemed to have been withdrawn and the corresponding resolution shall be issued accordingly.

The Framework Agreements established will be regulated according to the contract model established in Annex I.

ANALYSIS OF THE REQUEST

The Infrastructure Manager will analyse the framework capacity request and whether it is compatible with the capacity available on the infrastructure and in the service facilities concerned.

If the administrator intends to refuse framework capacity to the applicant, it shall provide a reasoned justification for such refusal, which may, inter alia, be based on the fact that the framework capacity already allocated exceeds the limit set out in Article 8(2) of EU Regulation 2016/545.

In the event that the administrator intends to conclude a framework agreement with the applicant, it will, in accordance with Regulation 2016/545, inform potential applicants of this intention and give them a maximum period of four months to not only express their interest but also to specify their request for framework capacity, if they consider it relevant.

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.

COORDINACIÓN DE LAS SOLICITUDES

Following the consultation period:

- 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). The Infrastructure Manager may also promote the request coordination process if a conflict with a framework agreement arises during the service timetable scheduling process.

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.

To this end, the Infrastructure Manager shall endeavour to find alternative solutions to meet the applicants' requests or to resolve conflicts in consultation with the applicants.

During this consultation, the following information will be made available, free of charge and in writing, in accordance with the provisions of Article 9.1 of Regulation EU 2016/545:

a. The allocation of framework capacity requested by other applicants on the same routes.
b. The framework capacity previously allocated to all other applicants on the same routes.
c. The allocation of alternative framework capacity proposed by the railway Infrastructure Manager.

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

Two rounds of coordination between the Infrastructure Manager and the various applicants are envisaged. In each of them, the Infrastructure Manager will propose alternative solutions to the applicants in order to respond in the best possible way to their requests, while at the same time ensuring the compatibility of the services proposed. The Infrastructure Manager may propose reasonable variations to the requested framework capacity, within a range of +/- 60 minutes.

In the first round, the Infrastructure Manager will make an initial proposal for capacity allocation, seeking the greatest compatibility between conflicting time slot requests.

The Infrastructure Manager will then, if necessary, carry out a second round of coordination in which it will submit a new allocation proposal to the applicants based on its initial proposal and the agreements and objections received from all applicants in the first round of coordination.

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;

For each proposal, applicants have a maximum of 3 working days to raise objections and, where appropriate, agree or disagree with the proposal.

RESOLUTION OF THE PROCEDURE

In the event that one or more requests for framework agreements are accepted within a maximum period of one and a half months, the Infrastructure Manager will allocate the framework capacity and request the approval of the CNMC in accordance with Article 13.3 of Spanish Order FOM/897/2005.

Consequently, taking into account the above deadlines, if the Infrastructure Manager has to coordinate and, where appropriate, prioritise incompatible requests for framework capacity, the maximum time taken to complete the procedures until the capacity is refused or the request for approval of the framework agreement is submitted to the CNMC will not exceed eight and a half months from the receipt of all the 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 ANNUAL REVIEW OF COMPLIANCE WITH CAPACITY FRAMEWORK 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.

In order to establish the rules and criteria by which the Infrastructure Manager will analyse the degree of compliance by both parties with the capacity framework agreements entered into between the Infrastructure Manager and an applicant, and to ensure transparency and predictability in the assessment of the same, the procedure set out below has been developed.

OBJECTIVE AND SCOPE OF APPLICATION

This procedure shall be applied each year to each capacity reservation framework agreement signed between Adif and/or ADIF - Alta Velocidad and an applicant after its publication in this Network Statement and which is in force during the evaluation period (service timetable) to which it applies.

The compliance analysis will be initiated by the Infrastructure Manager once the corresponding service timetable has been completed and all the information relating to the operations carried out during the period is available, and will be reflected in the processing of an administrative file prepared in accordance with the provisions of Spanish Law 39/2015, of 1 October, on the Common Administrative Procedure, Spanish Law 38/2015, of 29 September, on the railway sector, Spanish 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 the procedures and criteria relating to framework agreements for the allocation of railway infrastructure capacity.

During the development of this procedure, the Infrastructure Manager will prepare and process a file for each framework agreement, including its subsequent amendments (addenda). In the event that the same operator has several framework agreements in force, a single file could be compiled, if so required, in which each of the operator's framework agreements would be analysed.

The compliance assessment files will analyse:

I. 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.

II. 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.

PROCESS DESCRIPTION

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 for immediate notification shall not be deemed to have been complied with, even if the deadlines for requesting service timetables set out in the Network Statement have been complied with, if it is clear from the content of the file that the operator knew or could reasonably have known that it would not operate the capacity prior to that date.

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.

This update shall be carried out within a maximum period of 15 days from the date of receipt of the notification by the operator.

Request for capacity during the service timetable.

The Network Statement for each service timetable specifies the period within which the applicant's request for capacity to operate during the following service timetable must be submitted to the Infrastructure Manager. This request must also be made in order to implement the paths that define the annual capacity reserve of the 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.

Once the service timetable has been approved and the capacity has been definitively allocated, the applicant must notify the Capacity Manager of the final announcement of the departures within the time limits specified in the Network Statement. Once the train has been announced, the principle of train path confidentiality ceases to apply and the information is considered public from that point on. Once the final notice of departures has been published, the Capacity Manager will update the catalogue of released framework capacity by making available to other applicants the capacity which the signatories to the framework agreements have renounced to operate. From then until the start of the service timetable, applicants may request the allocation of paths included in the released capacity catalogue and these paths may be considered as reallocated.

A request by an applicant for capacity that it is not going to operate, with the intention of releasing it progressively during the service timetable, makes it difficult for the Infrastructure Manager to reallocate the capacity to other applicants due to low uptake, and therefore also makes it difficult to avoid the hypothetical imposition of penalties on the company that is not going to operate it.

At the end of the process leading to the drawing up and approval of the service timetable, the volume of train paths finally requested and allocated by the Infrastructure Manager on all the axes forming part of an operator's framework agreement shall constitute the operator's initial request.

The comparison between the initial request and the capacity reservation of the framework agreement defines the percentage of initial compliance with the framework agreement after the approval of the service timetable and is used by the operator to determine the margin of manoeuvre available to it during this period to ensure compliance with its framework agreement.

Operation during the service timetable.

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.

Given that the short planning period and the limited scope for changing the network in this type of adjustment makes it difficult to investigate large variations in train paths, the Capacity Manager may reject requests for this reason if the proposed planning periods are insufficient or if the requests involve a significant change in the operation.

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 occurs when the operator requests the non-operation of certain paths, but does not comply with the minimum deadlines set out in the Network Statement. Irrespective of whether, at the end of the service timetable, the final compliance percentage is outside or within the flexibility margin, this situation will entail the settlement of the Modality A Fee, plus the addition to Fee A outlined in Article 97.5, Section 4 of Spanish Law 38/2015, of 29 September, on the Railway Sector, in the terms and conditions provided for in the system for determining railway fees and in the Network Statement in force at any given time.

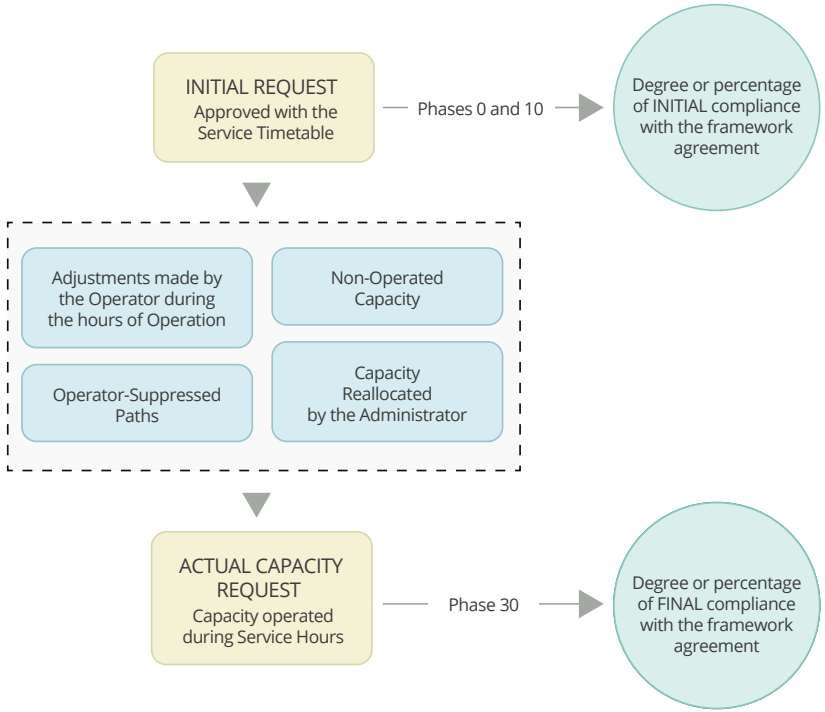
For this reason, the non-operation of these paths will have no impact on the level of final compliance with the framework agreement.

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

This situation occurs when the railway undertaking does not operate certain train paths and has not used the procedures set out in the Network Statement for concerted or monthly adjustments.

Irrespective of whether, at the end of the service timetable, the final percentage or degree of compliance is outside or within the flexibility margin, this situation will entail the settlement of the Modality A Fee, plus the addition to Fee A outlined in Article 97.5, Section 4 of Spanish Law 38/2015, of 29 September, on the Railway Sector, in the terms and conditions provided for in the Regulation for Determining Railway Fees and in the Declaration on the Network in force 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 timetable 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.

At the end of the service timetable, the Infrastructure Manager will initiate the necessary procedures to open the files for compliance with the framework agreements. The maximum period from the opening of the file to the resolution of the file will be 6 months.

Start of the file. Prior communication to railway undertakings.

The procedure is initiated by a letter of agreement from the General Manager of the entity, which is sent to the railway undertakings and other applicants with framework agreements in force, granting them a period of 15 days in which to submit their objections and as many documents as they consider appropriate.

A copy of the initial information available to the Infrastructure Manager, which forms part of the file, is sent to the railway undertakings with the agreement of the General Manager of the entity:

- Framework capacity adjustments made by the operator throughout the service timetable.
- Framework agreement paths cancelled at the request of the Infrastructure Manager during the service timetable.
- Capacity reallocated to other operators after the service timetable has been awarded and until the service begins.
- Capacity reallocated to other operators during the service timetable.

Preparation of the technical-administrative report reflecting the degree of compliance.

Once the objection procedure has been completed, the technical-administrative team will analyse the documentation in the file and the documents submitted by the applicants and issue technical-administrative reports on the degree of compliance with each of the framework agreements.

The following methodology is used to prepare the above report:

1. **Assess the level of operator compliance before analysing adjustments made during the service timetable:**

   The initial request of the operator is taken as a starting point and the initial degree of compliance with the framework agreement is determined (percentage of requested and allocated framework agreement paths during the service timetable compared to the framework agreement capacity reservation).

   This percentage will be modified depending on the existence of causes not attributable to the operator, which will be notified without delay (Article 13.3 of IR 2016/545), considering the following information:

   - Communications prior to requesting the service timetable.
   - The request made by the operator itself.
   - Information received during the hearing process of the file.

   These causes must be accredited by the operating company in the documentation held by the Infrastructure Manager.

   This percentage will be modified again depending on the capacity released and published in the catalogue that has been reallocated to other operators until the start of the service timetable.

$$\%\ IOP = \frac{si + r + a}{rc} \quad 100$$

The variables comprising the previous expression have the following definition:

- ***% IOP:*** corrected initial operator degree of compliance
- ***si:*** Initial operator request for service timetable.
- ***r:*** paths not requested by the operator, but reallocated by the Infrastructure Manager, until the start of the service timetable.
- ***a:*** paths not requested by the operator for reasons not attributable to the operator and not reallocated.
- ***rc:*** capacity reservation in the framework agreement.

2. **Assessing the degree of operator compliance after the end of the service timetable:**

The starting point is the corrected initial percentage of compliance with the framework agreement assigned to the operator in the previous section.

Each concerted adjustment requested by the operator is evaluated and analysed throughout the service timetable. Adjustments made after the deadline and paths not operated without informing the Infrastructure Manager will not be analysed or evaluated in this part of the file, as they are subject to the addition of Fee A of Article 97 of Spanish Law 38/2015, of 29 September, on the Railway Sector.

A concerted adjustment may involve a reduction in the number of paths operated and therefore a change in the applicant's original request and the degree of final compliance with the framework agreement.

The technical-administrative assessment team will analyse each adjustment made by the operator and assess whether the causes are attributable to the operator or not, based on the following information:

- The standard request for capacity adjustment that the railway undertaking provided to the Capacity Manager.
- The information received during the pre-communication of the file.

After this analysis, two situations may arise:

I. If the causes are found to be exogenous, i.e. not attributable to the operator, or if, irrespective of the nature of the causes, the capacity released by the adjustment has been reallocated, the percentage of compliance with the framework agreement shall not be changed.

II. If it is determined that the operator is responsible, the paths will be included in the calculation of non-operated paths and the percentage of compliance with the framework agreement will be updated accordingly. A record of the line and relationship, kilometres and planned stops of the non-operated paths is required to correctly calculate any subsequent penalties.

This analysis will be performed sequentially for each of the adjustments that have occurred during the entire service timetable.

$$\%\ FOP = \frac{si + r + a - d}{rc} \quad 100$$

Las variables integrantes de la expresión anterior tienen la siguiente definición:

- ***% FOP:*** final operator degree of compliance.
- ***si:*** Initial operator request for service timetable.
- ***r:*** paths reallocated by the Infrastructure Manager, until the start of the service timetable.
- ***a:*** paths not requested by the operator for reasons not attributable to the operator and not reallocated.
- ***rc:*** capacity reservation in the framework agreement.
- ***d***: loss of capacity due to adjustments, attributable to the operator, and not subsequently reallocated.

3. **Assessing the degree of operator Infrastructure Manager after the end of the service timetable:**

The impact on the percentage of compliance of each path cancellation carried out by the Infrastructure Manager during the entire service timetable is evaluated sequentially. The technical-administrative team will analyse whether the circumstances provided for in the framework agreements (force majeure, decision by a public authority affecting the allocation of capacity, etc.) have occurred which justify the Infrastructure Manager not making the capacity available.

After this analysis, two situations may arise:

I. If it is established that the circumstances provided for in the framework agreement referred to in the previous paragraph have occurred, the degree of compliance with the framework agreement shall not be modified.

II. If it is determined that the cancellation is attributable to the Infrastructure Manager, the paths will be included in the Infrastructure Manager's non-compliance calculation and the percentage of compliance with the framework agreement will be updated accordingly.

Paths cancelled during the course of a Transport Plan, or capacity restrictions that have been replaced by others offered and accepted by the operator, are not taken into account in this assessment.

4. **Conclusions of the technical-administrative report:**

The technical-administrative report shall reflect the degree of compliance of both the operator and the Infrastructure Manager with the framework agreement. The following information shall be included:

- Capacity not operated by the railway undertaking with details of the non-operated capacity that exceeds the flexibility margin included in the framework agreement and, therefore, subject to penalty. The information will be specified in a list of paths that are subject to penalties, with a description of the line, relationship, train-kilometres affected and planned stops.
- List of paths cancelled by the Infrastructure Manager, with the exception of those paths affected by the circumstances provided for in the framework agreements as causes not attributable to the Infrastructure Manager.
- List of complementary paths offered by the Infrastructure Manager and accepted by the operator.
- Assessment of the railway undertaking's claims and any damages that may have been the subject of a claim.
- Degree of compliance with the framework agreement by the operator, calculated according to the expression given in section 2:
- Degree of compliance with the framework agreement by the Infrastructure Manager, calculated according to the following expression:

$$\%\,AI = \frac{rc - s}{rc}\ 100$$

The variables comprising the previous expression have the following definition:

- ***% AI:*** degree of compliance of the Infrastructure Manager.
- ***rc:*** capacity reservation in the framework agreement.
- ***s***: paths cancelled by the Infrastructure Manager during the service timetable, with no alternative offered or not accepted by the operator, with the exception of those paths affected by the circumstances provided for in the framework agreements that justify the Infrastructure Manager not making the capacity available.

Taking into account the content of Art. 11.3 of IR 2016/545, the technical-administrative team will assess whether it is appropriate to reduce the framework capacity allocated in the period following the current period, taking into account the volume of capacity that is no longer in operation.

5. Preparation of the economic-financial report

Article 13 of Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on procedures and criteria for framework capacity allocation agreements provides, in paragraph 2, for the possibility of establishing penalties as a result of the modification or termination of the framework agreement, limited to "the costs, direct losses and expenses (including loss of revenue) reasonably incurred or which can reasonably be expected to be incurred by the party indemnified". The provision also adds that "the party indemnified shall take reasonable steps to prevent or reduce the modification of the agreement, or to prevent its termination or to reduce its impact, and to recover any costs, losses and expenses or to otherwise mitigate the costs, direct losses and expenses (including loss of revenue)."

Section 3 of Article 13 regulates the causes of exemption from the payment of penalties of an amount greater than the administrative costs for modifying or terminating the framework agreement in the following cases:

I. The cause for the modification or termination of the agreement was outside the applicant's control and the Infrastructure Manager had been informed thereof without delay.

II. The applicant had a complementary request for framework capacity rejected without which the envisaged train service was not viable.

III. The Infrastructure Manager could reallocate train paths and framework capacity in a way that the losses incurred by the modification or the termination of the framework agreement have already been recovered.

The purpose of the financial economic report is to calculate the costs, direct losses and expenses (including loss of revenue) resulting from the operator's operational failures during the service timetable. For this purpose, and as regards loss of revenue, the calculation shall be based on the Infrastructure Manager's calculation of foregone fees and shall be made on the basis of the conclusions and information available in the report.

5.1. 1. Penalty regime:

The penalty regime to be applied in cases of non-compliance will be specifically set out in the clauses of the capacity framework agreements.

This regime is applied when the operator's level of compliance with the framework agreement is below a certain percentage: 100% - flexibility margin (%) of the framework agreement.

5.2. Result of the economic-financial report

The economic-financial report shall, where appropriate, quantify the economic loss incurred by the Infrastructure Manager as a result of the operator's failure to comply with its obligations under the framework agreement.

The penalty regime will apply to non-operated capacity below the flexibility margin and specified in the list of paths subject to penalties included in the technical-administrative report.

Notwithstanding the above, the economic-financial report will quantify the loss incurred by the Infrastructure Manager as a result of assumptions 5 and 6 included in the table in the previous section.

It will also quantify, where appropriate, the maximum value of the economic damage that the Infrastructure Manager may have caused to the operator by making capacity available to the operator below the level agreed in the framework agreement, taking into account the data and documents provided by the railway undertaking in the file which prove the concepts provided for in Article 13 of RE 2016/545.

FILE HEARING PROCESS

Once the two reports have been issued, the Infrastructure Manager, taking into account the provisions of Article 82 of Spanish Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administrations (LPAC), and prior to the drafting of the resolution proposal, shall make the file available to the interested party so that he or she may consult it, request a copy of the documents that make up the file, make claims and present the documents and/or justifications that he or she deems relevant.

RESOLUTION OF THE FRAMEWORK AGREEMENT COMPLIANCE FILE

At the end of the hearing process, the claims are analysed and a proposal for a resolution is drawn up, which must be approved by the President of Adif/ADIF-Alta Velocidad, and in which the penalties, if any, and the deadline for their payment are specified.

Similarly, in the event that the operator is entitled to compensation as a result of non-compliance by the Infrastructure Manager, the resolution will recognise the right to a credit in favour of the operator for the amount determined.

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.

This procedure does not apply to the assessment of compliance with other requirements specified in the framework capacity agreements, which do not entail a change in compliance with the obligations to provide and operate the framework capacity reserved therein.

4.4.3. FRAMEWORK CAPACITY RELEASED

According to Article 11(3) of Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on procedures and criteria for framework agreements for the allocation of railway infrastructure capacity, if the applicant does not intend to use the framework capacity for 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 timetable, 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 timetable 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 timetable 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 timetable 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 timetable is requested before the end of the capacity allocation period for that service timetable, 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

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 forinternational paths may also be issued through Adif OSS or any OSS in the RNE Network of one-stop shops, and in the case of requests for freight, they can also make them in the OSS of the European Freight Corridors.

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

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

To enable the work of Applicants who agree with the Capacity Manager to use SIPSOR, if there is a new Request Period for new Service Hours, 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 are obliged to accept the allocated running or to refuse these, by their request means, within the allegation period. After setting the deadlines should any acceptance by the Applicant for an allocated path not be received, the Capacity Manager may freely dispose of the path.

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

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

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

CAPACITY ALLOCATION PROCESS

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

The Capacity Manager will 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, the main impact of these congestion declarations is on the track capacity allocation process and not on the management of passenger flows in terminals and platforms.

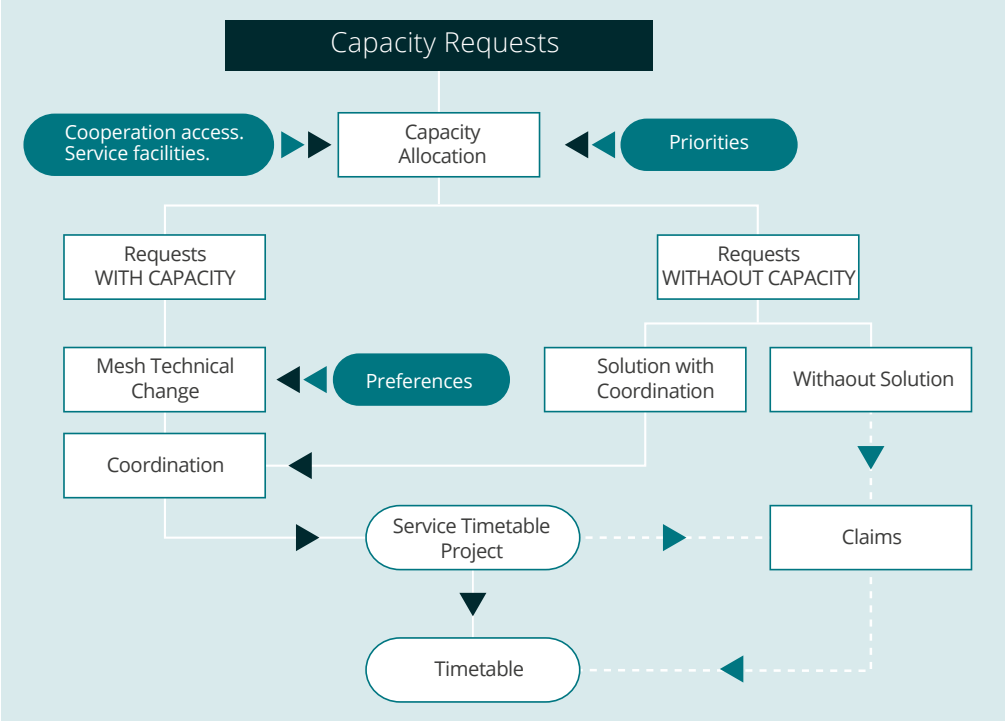
Consequently, and exercising the powers conferred by Article 23. 2, letters p) and q), of Royal Decree 2395/2004, of 30 December, approving the Statutes of the corporate state-owned entity Administrador de Infraestructuras Ferroviarias and Article 23. 2, letters p) and q), of Royal Decree 1044/2013, of 27 December, approving the Statutes of the corporate state-owned entity ADIF-Alta Velocidad, the President of the corporate state-owned entities ADIF and ADIF-Alta Velocidad has approved the following instruction:

1. In accordance with the provisions of Article 7(2) of Commission Implementing Regulation (EU) 2017/2177 of 22 November 2017 on access to service facilities and rail-related services, during the scheduling process, the infrastructure manager shall cooperate with the service facility operator and the other responsible areas to assess whether there is sufficient capacity in the service facilities concerned to allow the provision of services at stations with full safety for their users and at the established quality levels. For this purpose, the relevant reports are collected from these areas and included in the capacity allocation file.
2. If necessary as a result of this assessment, new requests for capacity will be limited or refused with the aim of maintaining safe, adequate and efficient operation of passenger station facilities at all times, as set out in the Network Statement.

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.

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

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



In the adjustments after the fixing the hours of service, the allocation of capacities shall preferably be decided on the basis of residual capacities, and according to path setting in the mesh, taking care not to affect the already existing grooves, avoiding any impact on other paths.

For occasional paths, the Capacity Manager shall be limited to the available capacities, priorizing requested applications.

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

PHASE OF CAPACITY ALLOCATION TO THE CORRESPONDING PATHS

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

This process will initially be performed according to the estimated capacity available on every line, depending on the type of traffic, as set out in the Capacity Manual. This document, which is generally updated on a quarterly basis, is sent by the infrastructure manager to applicants with current licenses. After satisfying the requests according to the type of traffic, any request without any capacity obtained, may have the residual capacity of another type of traffic, provided that 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.

Allocation Priority Criteria

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

a) If there is capacity available for all candidates, this will be allocated.

b) Given any request coincidence for the same path, the capacity shall be allocated with the coordination procedure indicated in this NS.

c) Should the network be stated as congested, the following allocation priorities shall be taken into account for the allocation, in descending order:

1. Given specialized infrastructures and if it is possible to meet requests for said infrastructures.
2. Public interest services.
3. International services.
4. Any framework agreement that provide for said capacity allocation request.
5. Request of an Applicant for the same path several days in the week or in successive weeks during the time period.
6. System efficiency.

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

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

- Schedules shall be cadenced on lines or services from time to time, involving a better traffic organization for the railway infrastructure manager and for Applicants' operation, as well as more commercially attractive for passengers.
- Some trains, due to their own technical characteristics, could reduce capacity or make it difficult to operate, so the railway infrastructure manager may restrict moving certain trains solely on the basis of technical operating criteria (lack of certain equipment on board, running times inadequate to the characteristics of the lines, etc.).
- Where a path is requested by the Applicant and there is a less congested alternative route, the Capacity Manager may schedule the path at his or her own initiative by the most appropriate route, to promote a greater availability of capacity for traffics, which most saturated route is necessary technically and economically. The Capacity Manager shall justify in writing to the relevant Applicant these situations.

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

PHASE OF MESH TECHNICAL CHANGE

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

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

Technical Adaptation of Train Paths

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 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 services that meet the technical requirements of the specific route.

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, and in order to optimise the capacity of the infrastructure as it is 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.

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

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

4.5.1. CAPACITY REQUEST TIMETABLE (PATHS) SERVICE SCHEDULE

Within the framework of the train path allocation process, compliance with the allocation calendar is essential in order to guarantee the quality of the rail 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 communicate its decision to the applicants as soon as possible after the final allocation of the requests submitted on time has been completed, 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 2025 and 2026.

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

(*) The deadlines of the International Calendar are aligned with the document Procedures for designing the annual timetable V.2.0 of RNE

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

In order to provide railway undertakings 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 timetable is planned during its period of validity. Before the service timetable enters into force, the Infrastructure Manager may schedule adjustment dates to allow applicants to amend 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:

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

Annex A shows specific dates for every Agreed Adjustment for 2025 and 2026.

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

Its aim is to facilitate the adaptation of each applicant's Transport Plan. 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:

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

Annex A shows specific dates for every Monthly Adjustment for 2025 and 2026.

Regarding the schedule of Monthly Adjustments, generic deadlines listed above shall apply without requiring any explicit communication, except in specific cases where it is desirable to establish specific deadlines to match periods like holidays.

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 Timetable on any point of its route.

Occasional Train Paths (TRENDÍA)

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

Occasional Train Paths (TRENDÍA)	
Maximum response time	5 working days

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

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

For exceptional and justified reasons, applicants may request paths with less than five business days notice. 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
- Train length for which stabling is requested.

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

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

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

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

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

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

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

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

- Priority will be for Railway Undertakings without stabling tracks for stock siding close to the Coordinated Station in question
- Available tracks and their operational possibilities
- Departure order of commercial traffic when service starts
- Percentage train distribution of every RU with origin or destination at the station
- System efficiency

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



4.5.2. REQUESTS TO ALLOCATE INTERNATIONAL PATHS AFTER THE DEADLINE

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

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

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

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

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

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

a) Capacity allocation requested by other applicants for the same routes.

b) Capacity allocation previously granted to all other applicants on the same routes.

c) The allocation of alternative capacity proposed by the rail infrastructure manager.

d) Detailed information on the criteria applied in the capacity allocation process.

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

PROCEDURE TO RESOLVE CONFLICTS IN REQUESTS

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

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

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

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

- When creating the Service Schedule, using the infrastructure will be optimized, avoiding an inefficient use that prevents from obtaining its maximum performance.
- As far as possible shall be offered alternatives enabling a coexistence of different Applicants in time periods, offering capacity allocations that may vary slightly from requested ones, considering that if these are offered within a 60-minute period, all requests could be fulfilled.
- On specialized lines or with predominant traffic (High Speed, Commuter, etc.) will have priority and/or preference those that correspond to this specialization, prioritizing the entire line use, upon those who use only part of it.
- Likewise, services subject to public service obligations, as well as that of freight transport and, especially, international ones shall receive due consideration.
- Services requested according to a Framework Agreement, or that are subject to cadenced or systematic services will also be preponderant.
- On infrastructures declared as congested, the Capacity Manager may modulate the strict criteria application for capacity allocation in order to guarantee, to the greatest extent possible, access to all applicants who requested capacity allocation.
- The Capacity Manager final decision may be subject to allegation, in accordance with the following section 4.5.5.

For more information see Annex J Conflict Resolution Procedures.

4.5.5. CLAIMS PROCESS

A period of at least one month from the communication of the draft service timetable 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 timetable submitted after the deadline or for paths allocated in adjustments to the service timetable, 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 Capacity Management Directorate, through the Adif electronic office.

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, setting a single railway area (consolidated text), defines congested infrastructures, as provided for in detail in national law, through FOM Order 897/2005, specifically in its art. 17:

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

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

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

Rules and criteria that, according to article 11.c of Order FOM 897/2005, as amended by Order FOM 642/2018, apply in case of congested infrastructure, for capacity allocation, are indicated in the NS.

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

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

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

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

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



4.7. Exceptional Transport and Dangerous Goods

EXCEPTIONAL TRANSPORT

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

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

Railway undertakings and applicants are obliged to use the capacity obtained under the conditions under which it was allocated to them. In the case of congested infrastructure, unjustified non-use of allocated paths may constitute a serious infringement if attributable to railway undertakings. (Art. 107, section 2.4, of Spanish Law 38/2015, of September 29, on the Railway Sector).

Capacity Manager shall monthly make an analysis of the use level of paths allocated. Without prejudice to the steps listed in Rail Sector Act and which the rail infrastructure manager may undertake in cases involving a significant breach to the efficient use of infrastructure, the Capacity Manager shall propose to RUs and Applicants the suppression or modification of paths when detecting the lack of systematic use, especially in the case of congested lines.

When use percentage is below, 80 % - approximately - in congested lines and 50% in the rest, for a continuous period of one month, the Capacity Manager may also modify the capacity allocation, without time restrictions, communicating in written said circumstance and justifying in a reasoned manner the decision taken. A period of allegations of 10 days is set in favour of the Railway Undertaking or Applicant.

4.9. TTR for Intelligent Capacity Management

4.9.1. TTR PURPOSES

RailNetEurope (RNE) and Forum Train Europe (FTE), with the support of European Rail Freight Association (ERFA), are working on a project called TTR aiming at harmonizing and improving the railway timetable system to increase railway capacities.

TTR consists of an improved infrastructure capacity allocation planning (including interim capacity constraints) and capacity allocation process

The purpose is to better serve market needs and lead to an optimized use of the existing capacity. Detailed information about the project can be found at ttr.rne.eu

The aim is to implement TTR progressively from the 2024-2025 service timetable, provided it is supported by the European and national regulatory frameworks.

The capacity strategy of all managers who are part of RNE is published in the following link:

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

4.9.2. PROCESS COMPONENTS

The TTR process is based on the following factors:

- Capacity Strategy (X * -60 to X * -36 months): The capacity strategy is the long-term capacity planning of the IM.
- Capacity Model (X * -36 to X * -18 months) with Capacity Partition: The capacity model provides for a more detailed definition of demand forecasting, and the capacity division into an annual planning, progressive planning, and time restraints of unplanned capacity.
- International alignment of temporary capacity restraints (TCR).

- Capacity for yearly requests: Ability to coordinate within a defined timeframe or to satisfy requests outside of this timeframe.
- Capacity for progressive planning requests: dedicated capacity band-based capacity for a time window or defined routes, with specific request deadlines.
- Capacity for ad hoc requests: Residual capacity for applications submitted less than 30 days before the operation.

  * X represents the first day of 2025 timetable.

4.9.3. IMPLEMENTATION

The railway infrastructure manager participates in implementing the project at a national level. The first steps to implement the TTR are performed for HS 2025, although it is done progressively by implementing the components that are viable for regulatory issues and to develop new digital tools.

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 Adif (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 and 2026 on some General Interest Rail lines, which shall be gradually expanded as the implementation of the TTR project in Europe progresses.

4.9.3.2 CAPACITY MODEL AND CAPACITY DISTRIBUTION

To continue the process of implementing the TTR project at a national level, following the Capacity Strategy, the Infrastructure Manager is developing the capacity model for 2024-2025 Hours of Service during 2024 - 2025, and will develop the capacity model for successive hours of service.

The capacity model is based on the capacity made available by the infrastructure manager, market requirements (e.g. new service plans) and TCRs (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”).

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 RNE tool called ECMT.

Capacity needs announcements are considered non-binding indicative for Applicants on expected future capacity needs.

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 can request for feasibility studies starting with X-15. If there is an international feasibility study, the research shall be jointly developed 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.

IIn 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 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 is dedicated, on behalf of the Corridor Infrastructure Managers, to international capacity management, i.e. coordinating the pre-design phase of PPP offer, publishing PaPs paths, collecting capacity requests, booking the requested PAPS, coordinating the deconstruction phase and allocation phase of Service Hours, 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.

The Corridor satisfies international deadlines defined by RNE to submit capacity requests as well as to allocate paths (for the Corridor calendar, see https://rne.eu/capacity-management/capacity-planning-timetabling/. PAPs are a joint offering of coordinated cross-border routes for the Service Hours, produced by the infrastructure managers participating in the Corridor. The C-OSS acts as a single point of contact to publish and assign PAPS.

Rail-related services are specific services - which allocation follows national rules and applications - should therefore be sent directly to the relevant infrastructure managers. In addition, network access agreements are signed between the infrastructure manager and the applicant based on 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.

4.11.2. PROCESS DESCRIPTION

How to submit the request

The requesting Applicant shall assign duly accredited persons for representation purposes, as well as the registered office to which the railway infrastructure manager shall send the appropriate notifications and, where appropriate, shall present a document proving their registration in the Railway Special Registry (Art. 61 Rail Sector Act)

Railway undertakings shall request the time slots for the tests to be carried out from the relevant Territorial Traffic Subdirectorate, using the IT tools made available by the Infrastructure Manager, preferably via the General Register, specifying the track occupation time for each requested section, 10 working days before the test is to be carried out.

Request classification and analysis

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

Adif shall analyse the requests, considering for an allocation the priority criteria – and shall try to satisfy every request received.

If there are time periods available for all clients, these shall be allocated.

If it is not possible to initially attend the requests for the same time period and track section, the allocation shall satisfy the maximum track use and their technical features, considering for the allocation, in descending order priority, the following:

Allocation priority criteria

1. Compatibility testing as a result of changing signalling systems if these affect approved trains, which already perform commercial service in the General Interest Rail Network (ASFA digital, ERTMS new versions, etc.).
2. Expanding tests of current Safety Certificates for lines in the General Interest Rail Network.
3. Evidence to obtain Safety Certificates for lines in the General Interest Rail Network.
4. Testing interoperability constituents.
5. Authorization testing to enter into service control/command and signalling subsystems.
6. Authorization testing to enter into service rolling stock subsystems.
7. Train changes validation testing.
8. Type/series testing for approval of motor/towing stock.
9. Prototype testing of motor/towing stock.

Coordination

Should Adif prove during the planned period that, upon application of allocation criteria set out afore, any request turns out to be incompatible, it shall appeal to try to solve it, therefore applying the coordination process under article 8 in Order FOM 897/2005 of 7 April, regarding the network statement and rail infrastructure allocation procedure.

To coordinate requests, Adif shall resolve conflicts, and may propose to Applicants alternative allocations of infrastructure time periods for testing that differ from the requested one. Applicants may accept or reject the proposal within 5 business days after receiving the notification. However, in order for the railway infrastructure manager's proposal to be performed, it is necessary to have transmitted to every participating Applicant the allocation of time periods and of the coordination phases.

Communication of time intervals for testing

Adif shall communicate the allocation to applicants of schedules for testing. Clients will notify, as soon as possible, any waiver of the provisional allocation to the allocated time interval.

Eventually, given any of the following cases:

- Given different applicants for the same time period; Adif will draw up an act to allocate time intervals for testing, to be determined and accepted by Applicants.
- Should there be only one Applicant; Adif shall communicate the allocated time intervals, ... by telematic means or by email.

4.11.3. 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.

Authorizing time periods for testing on Block Section Instalment means using all track kilometres capacity allocated and all kilometres on adjacent track, implies running on all authorized kilometres, with the use restriction of these Block Section Instalment during certain time periods in favour of third parties.

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

- Depending on the maximum line speed whereat tests are performed, the maximum distance - in km – that a train can run shall be determined for the time period allocated.
- As testing shall be performed on Block Section Instalment, according to traffic requirements determined in the Consignment Note published for this purpose, a blocking of adjacent track is required, and so the allocated kilometre-train shall be determined based on the distance that could be run, both ways, in the allocated time period, according to the line characteristics whereon testing shall be performed.
- The trains - kilometre to be run shall be determined calculating the distance that a train could run in the allocated time period, depending on the line characteristics where testing shall be performed.

The payable tariffs shall be calculated applying to the trains – kilometre -as described above- the unit charge in force at all times.

Should the railway undertaking - upon time period allocation for testing with block section Instalment - not use the whole time period allocated, for reasons attributable to the railway undertaking, the entire tariff corresponding to the allocated period would be invoiced.

Should it be necessary to perform testing, an extraordinary opening of stations shall apply the current charges - included in the Network Statement in force at all times, corresponding to the Supplementary Service SC-1, Exceptional Transport.



5 SERVICES AND PRICES ECONOMIC AND TAX REGIME

5.1. Introduction

5.2. Charging Principles/Prices

5.3. Minimum Access Package and Prices

5.4. Basic Services and Prices

5.5. Prices and Supplementary Services

5.6. Prices and Ancillary Services

5.7. Sanctions and Financial Incentives

5.8. Performance Scheme

5.9. Updating or Amending Fees, Tariffs, and Prices

5.10. Fees, Tariffs, and Prices Payment

NETWORK STATEMENT 2025_ V.0 (ED 28/02/2025)

INDEX

5.3.1. FEES	143
5.3.2. RAILWAY TARIFFS	146
5.7.1. PENALTIES FOR PATH MODIFICATIONS	164
5.7.2. PENALTIES FOR PATH VARIATIONS	164
5.7.3. PENALTIES FOR NOT USING THE PATH	164
5.7.4. PENALTIES FOR PATH CANCELLATION	164
5.7.5. INCENTIVES / DISCOUNTS	165

5.1. Introduction

RUs and other Applicants have the right to receive non-discriminatory access to infrastructure, including access by rail to the facilities and services provided thereon, as well as the minimum access package.

Law 38/2015, of 29 September, of the railway sector and the Railway Industry Regulation governing the provision of Basic, Supplementary and Ancillary services, determines both the regime applicable and parties entitled to provide such services.

In accordance with the first transitional provision of Spanish Law 26/2022, of 19 December, amending Law 38/2015, of 29 September, on the railway sector (LSF), provisional application of the current fees and suspension of the entry into force of the amendment of certain sanctions: the system for the determination of railway tariffs 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, i.e. the establishment of a regulation for the determination of railway fees in accordance with the principles provided for in Article 100 of Spanish Law 38/2015, of 29 September, on the railway sector.

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:

- Railway Tariffs and Fees.
- Prices for the Provision of Basic, Complementary and Auxiliary Services.

Railway tariffs are levied for the taxable events consisting of the provision of services provided for in the LSF.

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, called railway fees.

Railway fees shall be levied for the use of railway infrastructure and shall be set in accordance with the general principles of economic viability of the infrastructure, its efficient operation, the market situation and financial equilibrium in the provision of services, and in accordance with criteria of equality, transparency and non-discrimination between providers of rail transport services, and shall also ensure that the charging system used complies with the same principles throughout the network.

The level of the minimum fees for access to the railway lines forming part of the general interest railway network (RFIG) and for access to infrastructure connected to service facilities shall correspond to the costs directly attributable to the operation of the railway service.

Similarly, the system of surcharges and discounts referred to in Article 97 shall take into account, for the efficient operation of the RFIG, criteria reflecting the degree of congestion of the infrastructure and its proper operation, the promotion of new rail services and the need to encourage the use of under-utilised lines, while in any case ensuring optimal competition between railway undertakings.

The amount of the fees required for the use of service facilities owned by the general Infrastructure Managers shall not exceed

the cost of their provision plus a reasonable profit, in accordance with Article 98 of the LSF.

Similarly, criteria reflecting the degree of congestion and the proper operation of the infrastructure, the promotion of new rail services and the need to encourage the use of under-utilised lines, while in any case ensuring optimal competition between railway undertakings, shall be taken into account when setting the level of railway fees in accordance with the efficient operation of the RFIG.

The provision of Basic, Complementary and Auxiliary Services is regulated in the current LSF, of 29 September, and in the Railway Sector Regulations (Royal Decree 2387/2004 of 30 December 2004), insofar as the latter does not conflict with the provisions of the aforementioned law.

ECONOMIC REGIME FOR RAIL RELATED 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.

This fee is taxable if it is exclusively use for public railway goods made by granting or authorizations.

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

This fee is taxable upon providing technical reports, issuing certificates and other optional actions in Decree 140/1960, article 4, of 4 February, validating the fee for reports and other actions in the proceedings brought before the railway infrastructure managers.

Fee for using rail public property assets in an orderly or special manner

The taxable event of the tax is the private use or special use of public domain railway assets made by concessions and authorizations.

The payment of the fee shall not be required to natural persons or legal persons, other than capital companies, when the private use or special use of public domain assets does not entail an economic profit for the concessionaire, authorized person or contractor, and even if said usefulness exists, the use includes conditions or considerations for the beneficiary that cancels it or renders it irrelevant. This circumstance shall be recorded in the specifications or clauses of the authorization or concession.

Railway infrastructure managers shall be exempt from this fee.

The accrual of the fee shall occur with the initial granting and annual maintenance of the concession, authorization or award and shall be demandable in the corresponding amount and under the terms indicated in the conditions of the concession, authorization or award.

Taxpayers are concessionaires, authorized persons or contractors or, if applicable, those who subrogate themselves in lieu thereof.

Law 26/2022, of 19 December, has amended Law 38/2015, article 93.6 of 29 September of the railway sector and, since 1 January 2023, the amounts of the fees for normally or extraordinarily using goods in the public railway sector has been amended as follows:

MODE OF USE	TAXABLE BASIS	CHARGE
Subsoil or top used for cross-crossings of supply networks.	Square meter.	0.15 €/sqm-month
Subsoil or top used by supply networks for the railway sys-tem.	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 regard-less 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 net-work.	Square meter.	0.05 €/sqm-month
Land urbanistically classified as urban or urbanizable for connections of rail service facilities and loading to rail net-work.	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 fees are the amounts received by Infrastructure Managers from railway undertakings for the use of the lines of the general interest railway network (RFIG) and passenger stations, freight terminals and other service facilities.

With the entry into force of the 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 Board of Directors of the Administrador de Infraestructuras Ferroviarias (ADIF), in the exercise of the powers conferred upon it, at its meeting held on 30 September 2024, approved, in agreement with the Council of State, the Regulation for Setting Railway Fees 2024, published in the Spanish Official State Gazette No. 260 of 28 October 2024, which entered into force on 1 November 2024, and which has been incorporated into this Network Statement.

Fees accrued from the publication of this Regulation in the Spanish Official State Gazette until its entry into force shall be governed by the regulations in force at the time of their accrual

FRAMEWORK OF STANDARDS

The applicable legislation taken into account for the quantification of railway fees and the setting of the corresponding rates is summarised below:

- Law 38/2015 of 29 September on the Railway Sector
- Commission Implementing Regulation (EU) 2015/909 of 12 June 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 fees.
- ADIF 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 fee shall be determined by multiplying the unit rate for each train kilometre allocated, distinguishing by type of line affected and type of service, in accordance with the definition provided in Article 97.1 of the LSF, and in Annex I of the Regulation.

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 using the railway infrastructure, including network branching, or deviations.

The full fee shall be determined by multiplying the unit rate for each train kilometre allocated, distinguishing by type of line affected and type of service, in accordance with the definition provided in Article 97.1 of the LSF, and in Annex I of the Regulation..

This method of charging is used to recover the costs of maintenance and upkeep of the railway infrastructure and its replacement, which are directly attributable to the operation of the railway service.



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

The full amount shall be fixed upon every kilometre run by trains on electrified rail lines., differentiating the type of line, type of service, and type of traction, in accordance with the definition included in the network statement.

The total fee shall be determined by multiplying the unit rate per train kilometre travelled on electrified railway lines, distinguishing by type of line, type of service and type of traction, as defined in Article 97.1 of the LSF and in Annex I of the Regulation.

This method of charging is used to recover the costs of maintenance and upkeep of the electrification installations and their replacement, which are directly attributable to the operation of the railway service. Substations, including technical buildings, overhead lines, mobile substations and any other installation, equipment or element necessary for the process of transformation and distribution of energy shall be considered as electrification installations.

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 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., 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.

FEE AMOUNT

In accordance with Article 96.1 of the LSF, 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. They shall be determined by the Infrastructure Managers in accordance with the provisions of Article 100 and shall be approved by a regulation adopted by their board of directors, published in the Spanish Official State Gazette and included in the Network Statement.

The First Transitional Provision. Temporary modification of the unit amounts of the fees foreseen in Titles II and III of the Regulation on the determination of railway fees of the Administrador de Infraestructuras Ferroviarias (ADIF), determines the following:

During the period of validity of the agreement between the General State Administration and ADIF on the economic sustainability of the railway infrastructure forming part of its network, i.e. 2021-2025, and provided that the rates contained in this Regulation are not modified, the railway Infrastructure Managers shall apply the following unit amounts for the calculation of railway fees:

FEE FOR THE USE OF RAILWAY LINES FORMING PART OF THE RFIG

FEE FOR CAPACITY ACCESS AND MANAGEMENT SERVICES, MODALITY A

a) In accordance with the provisions of Article 97.1 of the LSF, the provision of the following services of the minimum access package constitutes the triggering event: processing of requests for rail infrastructure capacity, provision of the capacity allocated, train control, including signalling, regulation, dispatching, as well as communication and provision of information on rail traffic and any other information necessary for the establishment or operation of the service for which the capacity has been allocated.

b) The full fee shall be determined by multiplying the unit rate by each train kilometre allocated, distinguishing by type of line concerned and type of service.

c) Two types of rates are established, one for services carried out on type A lines and one for services carried out on all other lines.

FEE FOR CAPACITY ACCESS AND MANAGEMENT SERVICES, MODALITY A						
LINE TYPE	SERVICE TYPE					
	VL1	VL2	VL3	VCM	VOT	M
	€ / Train-Km. Allocated					
Type A lines	1,6767	1,4873	1,7350	1,6069	1,7776	0,4446
Non-type A	0,5082	0,5133	0,5118	1,3851	0,4110	0,0724

In the 'Reference Tables' of this chapter, lines are classified according to their type and according to the characteristics of the services and train types.

SURCHARGE TO THE FEE FOR CAPACITY ALLOCATION, MODALITY A, for the non-efficient use thereof.

A. The net rate will be the result of adding to the full rate an addition to Article 97.5.4 of the LSF, for the cancellation of the reserve for capacity that, after being allocated, is not used, with the aim of optimising the use of the rail network by encouraging improvements in train scheduling processes by applicants.

The aim is to prevent one operator from applying for train paths that are subsequently not used and which, because they have been allocated to this operator, cannot be allocated to another operator. Requests for special train paths outside the timetable are also penalised as they interfere with the Infrastructure Manager's management of railway network capacity.

The surcharge on the capacity allocation fee applied in 2023 is maintained, which aims to optimise the use of the rail network by encouraging operators to improve their train scheduling processes and therefore penalises the difference between allocated and actually used capacity.

The amount of the surcharge is determined by multiplying the unit rate by each absolute difference in train-kilometres between the number of train-kilometres allocated and the number of train-kilometres operated, by type of line and by type of service:

- For passenger services, for each train-kilometre of difference in absolute value between the capacity allocated and the capacity used in a month, by type of line and type of service, if this difference is more than 2 % of the allocated capacity and once it exceeds this percentage.
- For freight services, for each train-kilometre of difference in absolute value between the capacity allocated and the capacity used in a month, by type of line, if this difference is more than 15% of the allocated capacity and once it exceeds this percentage.

The data recorded in the corresponding ADIF traffic monitoring tools shall be taken into consideration for the purpose of determining the effective use of Capacities.

SURCHARGE RATE, MODALITY A						
TYPE OF LINE	TYPE OF SERVICE					
	VL1	VL2	VL3	VCM	VOT	M
	€ / Train-Km. Over or under travelled					
Type A lines	8,6371	3,4358	5,4446	3,3744	1,5089	1,2910
Non-type A	0,9265	0,9358	0,9332	4,8849	0,7500	0,1319

For trains on which the applicant requesting the capacity is not the railway undertaking using the capacity, or in the event of under-utilisation of the allocated capacity, the surcharge shall be charged to the applicant requesting the capacity, and in the event of over-utilisation of the line compared to the capacity requested, the surcharge shall be charged to the applicant having used the line...

FEE FOR THE USE OF RAILWAY LINES AND OTHER RELATED ELEMENTS/MODALITY B

In accordance with the provisions of Article 97.1 of the LSF, the action and effect of the use of the railway infrastructure, including network junctions and diversions, constitute the triggering event.

The full fee shall be determined by multiplying the unit rate by each train kilometre travelled, distinguishing by type of line concerned and type of service.

Two types of rates are established, one for services carried out on type A lines and one for services carried out on all other lines.

FEE FOR THE USE OF RAILWAY LINES AND OTHER RELATED ELEMENTS, MODALITY B						
TYPE OF LINE	TYPE OF SERVICE					
	VL1	VL2	VL3	VCM	VOT	M
	€ / Train-km. Travelled					
Type A lines	3,6414	3,0043	3,7855	2,3316	0,9797	1,1055
Non-type A	0,7247	0,7320	0,7299	1,9752	0,5865	0,1032

In the 'Reference Tables' of this chapter, in Table 1 lines are classified according to their type and according to the characteristics of the services and train types. .

SURCHARGE TO THE FEE FOR THE USE OF RAILWAY LINES AND OTHER RELATED ELEMENTS, MODALITY B,

The net rate will be the result of adding the surcharge under Article 97.5. 3 the LSF to the full rate, due to the use of high performance networks, operation of variable gauge services or other situations of high traffic intensity at certain times.

This surcharge is intended to cover the financial costs, the replacement costs of the platforms, tunnels, bridges, track, buildings and resources used for maintenance and upkeep, as well as the costs necessary for the reasonable development of these infrastructures, and all the costs that enable the Infrastructure Manager to achieve the economic sustainability of the infrastructures it manages.

The amount of the surcharge is established on the basis of the following criteria

- Passenger services on type A lines: The surcharge shall be calculated on the basis of the train/kilometres of the railway line usage fee and for all the seats on the train on each route, differentiating by type A line and by type of service.
- Non-type A passenger services: The amount of the surcharge shall be the amount resulting from multiplying the unit rate by each train-kilometre travelled for the calculation of the fee regulated in this Article.

The amount of the surcharge is obtained by multiplying the rate per 100 train-kilometres, calculated on the basis of the train-kilometres of line usage fee, by the total number of seats the train has on each route, differentiating between each type A line and each type of service, as shown in the table.

The train-kilometre-seat is the unit of measurement equivalent to a train seat travelling one kilometre.

SURCHARGE RATE, MODALITY B

TYPE OF LINE	TYPE OF SERVICE					
	VL1	VL2	VL3	VCM	VOT	M
Type A lines	**€ / 100 Plazas-Km.**					
Line Madrid-Barcelona-Frontera	1,7611	0,0000	0,3023	0,4959	0,0000	0,0000
Line Madrid Toledo Sevilla - Málaga(*)	0,8647	0,0000	0,1962	0,3218	0,0000	0,0000
Rest of Type A lines	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000

(*) VL1 commercial passenger services with origin and destination:. Madrid-Cádiz, Madrid-Huelva, Cádiz-Madrid and Huelva-Madrid shall not incur this surcharge.



Non-type A passenger services: The surcharge shall be determined for each train-kilometre calculated in the usage fee (mode B):

SURCHARGE RATE, MODALITY B

TYPE OF LINE	TYPE OF SERVICE					
	VL1	VL2	VL3	VCM	VOT	M
Non-type A lines	**€ / Train-Km.**					
Surcharge Modality B	0,0000	0,0000	0,0000	2,3597	0,0000	0,0000

FEE FOR THE USE OF TRACTION ELECTRICITY TRANSFORMATION AND DISTRIBUTION INSTALLATIONS/MODALITY C

A. In accordance with the provisions of Article 97.1 of the LSF, the action and effect of the use of the traction electricity supply installations constitute the triggering event.

B. The full fee shall be determined by multiplying the unit rate by each train kilometre travelled by electrified railway lines, distinguishing by type of line, type of service and type of traction.

C. Two types of rates are established, one for services carried out on type A lines and one for services carried out on all other lines:



FEE FOR THE USE OF TRACTION ELECTRICITY TRANSFORMATION AND DISTRIBUTION INSTALLATIONS, MODALITY C						
TYPE OF LINE	TYPE OF SERVICE					
	VL1	VL2	VL3	VCM	VOT	M
	€ / Train-km					
Type A lines.	0,4865	0,4315	0,5044	0,4665	0,5292	0,1855
Non-type A lines	0,2018	0,2039	0,2033	0,5500	0,1635	0,0287

Discount to encourage rail transport growth

The discount applies to fees for access and capacity management services (Modality A) and for the use of railway lines and other related elements (Modality B), but not to fees for the use of traction electricity transformation and distribution installations (Modality C).

In order to encourage the growth of rail transport, a temporary discount is set for the annual increase in traffic, depending on the type of line and service, with the aim of promoting the efficient operation of the rail network and encouraging new rail services. The discount will be applied according to the following criteria:

* For Type A lines it shall apply for each combination of individual line and type of service.
* For the remaining Type B, C, D and E lines it shall apply for each combination of line type and service type.

Both criteria shall be applied to all liable parties operating in each combination.

The following parameters are established for the application of this discount:

a) The reference traffic, , **TREF**, measured in train-km: this shall be the traffic that the rail Infrastructure Manager considers normal according to the existing situation or its foreseeable evolution. See "Reference Tables".

b) The target traffic, **TOBJ**, measured in train-km: this shall be the traffic that the Infrastructure Manager determines according to its market expectations for infrastructures and the services that use them. See "Reference Tables"

c) The target discount percentage for annual traffic increases with respect to reference and target traffic, **BOBJ**, it is applicable to annual traffic increases when the target traffic set according to traffic growth expectations is reached. If the increase has a value between the reference traffic and the target traffic, a discount lower than the target discount shall be applied, applying a progressive system. See "Reference Tables"..

The discount shall be calculated in proportion to the contribution of each of the railway undertakings to this increase in traffic and the formula for its calculation shall be as follows:

a) Overall discount percentage B: to be determined on the basis of the annual increase in traffic compared with the reference traffic, as follows:

1.º If the actual traffic T is below the reference traffic, there is no discount, and therefore B = 0.

2.º If the actual traffic T is between the reference traffic and the target traffic, it shall be determined on the basis of the target discount, corrected by the degree of compliance of the actual traffic with respect to the reference traffic and the target traffic, i.e. B = Bobj × (T- Tref)/(Tobj -Tref).

3.º If the actual traffic T is higher than the target traffic, it will be the same percentage as the the target discount, so B = Bobj.

b) Increase in traffic chargeable to each party liable to pay (IEF): the overall increase in traffic in relation to the reference traffic shall be distributed among the various parties liable to pay according to the proportion of their traffic in the financial year. If TEF is the actual traffic of a railway undertaking, the increase in traffic attributable to that party liable to pay will be: IEF = (T-Tref) × TEF / T.

c) The amount subject to discount for each party liable to pay (CBEF): is the result of applying to the amount of the fee paid by the party liable (CEF) during the corresponding financial year for Modalities A and B, including the collection of the surcharge for Modality B of the fee, the coefficient of proportionality of the increase in the traffic attributable to the party liable in relation to its traffic.

Therefore: **CBEF** = **CEF** × **IEF** / **TEF,** where:

CBEF – Amount subject to discount for each party liable to pay.

CEF – Amount of the fee paid by the party liable during the corresponding financial year for Modalities A and B, including the collection of the surcharge for Modality B of the fee.

IEF – Coefficient of proportionality of the increase in traffic attributable to the party liable to pay.

TEF – Actual traffic of the party liable to pay

d) The target discount percentages established for annual traffic increases are as follows:

1º For the group of high-speed lines Madrid - Barcelona - French Border, a 35% discount is established for the services VL!, VL" and VL- and 10% for the remaining services (VCM and M).

2º For the group of high-speed lines Madrid - Andalusia a 35% discount is established for services VL1, VL2 and VL3 and 10% for the remaining services (VCM and M).

3º For the rest of the type A lines, a 50% discount is established for services VL1, VL2 and VL3 and 10% for the remaining services (VCM and M).

The achievement of the target traffic increase may be projected on a multi-annual basis, although the Infrastructure Manager may revise the values annually. Therefore, the reference and target traffic values included in this Network Statement are those in force until 31 December 2024, with new reference and target traffic values for 2025 to be published in the Network Statement, based on the traffic that the Infrastructure Manager considers to be normal according to the existing situation or its foreseeable evolution and according to its market expectations for the infrastructures and the services that use them, as defined by the Infrastructure Manager.

The Infrastructure Manager shall reimburse the amounts resulting from the application of this discount during the first four months of the year following the discounted year, taking into account for its calculation the values of reference traffic, target traffic and discount percentage in force on the last day of the discounted year.

FEE FOR THE USE OF SERVICE FACILITIES

This information is available in **chapter 7**.

REFERENCE TABLES OF TARIFFS FOR USING RAILWAY LINES

1. Line types

Lines are classified according to their technical characteristics, maintenance needs, the types of service they support and the intensity of these services. The line types are:

TABLE	CLASSIFICATION OF RAILWAY LINES
TYPE OF LINE	Characteristics
A	All lines and their connections and bypasses allowing a maximum speed higher than 200 km/hour along 2/3 of their length.
B 1	This includes inter-city routes, including their connections and bypasses, used mainly for passenger services, or which are essential to them. B1 lines are considered to be those lines which allow a speed higher than 160 km/hour and less than or equal to 200 km/hour along 2/3 of their length.
B 2	Routes which are not classified as type A, C or B1 and where at least one of the following conditions is met shall be considered as B2: • Passenger traffic must be in the majority and involve at least 10 journeys per day. • Correspond to a border connection. • Correspond to access to a Train Treatment Centre (TTC). • Correspond to a connection between routes classified as B.
C 1	These are the routes that make up the commuter hubs. C 1 are considered to be those hubs with a traffic density per kilometre of line equal to or greater than 80 traffic movements per day.
C 2	The rest of the commuter hubs that are not classified as C1 will be classified as C2.
D	Those journeys not classified as A, B or C where at least one of these circumstances applies: • Freight traffic must be in the majority and involve at least 2 journeys per day. • These provide connections and access to facilities linked to freight transport (sidings, ports, freight logistics facilities and private bypasses). • There is an alternative line for the transport of category A passengers.
E	Those not included in the above types of line.

The classification of the different lines will be published annually in the Network Statement.

LINE TYPE	LENGTH	
OWNED BY ADIF	KMS. LINE	%
A	84.1	0.7%
B1	397.0	3.4%
B2	4,238.6	36.3%
C1	1,062.1	9.1%
C2	1,545.0	13.2%
D	1,579.8	13.5%
E	2,766.0	23.7%
TOTAL	11,672.7	100%

2. Types of Services.

The types of service shall be classified according to distance and route. The types of service are as follows:

TABLE		CHARACTERISTICS OF SERVICES AND TRAIN TYPES
CLASS	TYPE	CHARACTERISTICS
PASSENGERS	VL	Long-distance passenger services, distinguishing the following subtypes: • VL1.- Long distance services, except those designated as VL2, VL3 and VOT. • VL2.- Long distance variable gauge services, provided that the sum of their routes on line types A and B1 is less than 75% of their total route or their route on line type A is less than 50%, except those designated as VL3. • VL3.- Long-distance services: journeys of more than 700 kilometres with no origin, destination or intermediate stop in Madrid and its suburbs.
	VCM	Urban or suburban and interurban passenger services, distinguishing the following subtypes: • Urban or suburban services: services that run entirely within a commuter hub. • Interurban services: services that are neither urban nor suburban and have a distance of less than 300 kilometres. International trains and long distance train branches are excluded. • Services declared as public service obligations.
	VOT	Passenger trains and equipment without passengers, including isolated engines, empty train movement, training and testing.
FREIGHT	M	Freight services All freight services, including laden, empty and test trains.

Test services means the running of trains for the technical adaptation and calibration of newly manufactured railway vehicles or of new or existing vehicles requiring authorisation for placing in service or running, as well as for the calibration of some of their components.

3. Type of traction:

The type of traction shall be classified according to the type of energy sources used by the trains or locomotives for their movement when running on the different types of line.

The types of traction are:

* **E:** Electric trains: Self-propelled locomotives or formations that use a railway electrification system to provide power for their electric traction units to move.
* **D**: Diesel trains: Self-propelled locomotives or formations using internal combustion engines or power generation engines to run autonomously without the use of railway electrification.

Nominative classification of stations

This information is available in chapter 7.

Minimum performance for the use of passenger stations

The Infrastructure Manager shall publish annually in the Network Statement the minimum performance by passenger station category.

This information is available in chapter 7.

Trains shall be classified for the purposes of Modality A. 1 of the fee for the use of passenger transport stations as follows:

Train Types for the purpose of Passenger Stations Fee (Modality A.1)

This information is available in chapter 7.



TABLE - REFERENCE TRAFFIC 2025 (IN FORCE FROM 01/01/2025)

		Length (km)	Types of service				
			VL1	VL2	VL3	VCM	M
	Lines on Axis 16-A.V. Olmedo- Medina- Zamora- Galicia						
082	Junct. Coto Da Torre (Ourense) - Junct. A Grandeira (Santiago)	84,1	361.235	N/A	35.124	457.281	N/A

TABLE - TARGET TRAFFIC 2025 (IN FORCE FROM 01/01/2025)

		Length (km)	Types of service				
			VL1	VL2	VL3	VCM	M
	Lines on Axis 16-A.V. Olmedo- Medina- Zamora- Galicia						
082	Junct. Coto Da Torre (Ourense) - Junct. A Grandeira (Santiago)	84,1	397.359	N/A	38.637	503.010	N/A

TABLE - TARGET DISCOUNT 2025 (IN FORCE FROM 01/01/2025)

		Length (km)	Types of service				
			VL1	VL2	VL3	VCM	M
	Lines on Axis 16-A.V. Olmedo- Medina- Zamora- Galicia						
082	Junct. Coto Da Torre (Ourense) - Junct. A Grandeira (Santiago))	84,1	50%	N/A	50%	10%	N/A

Target discount applicable on each applicable line / Type of service combination VL1, VL2, VL3, VCM and M

5.4. Basic Services and Prices

The services provided in any of the service facilities listed in Article 42 of the LSF, are basic services. Prices for the provision of basic services may not exceed the cost of their provision plus a reasonable profit.

Their provision is not mandatory and the regulations apply only when the service is offered by the operator of the service facility.

The basic services offered at any time by the Infrastructure Manager, through the Network Statement, shall be provided in a non-discriminatory manner to any railway undertaking or other applicant requesting them.

The offer of basic services that the Infrastructure Manager may provide at Freight Terminals and Passenger Stations is set out in Chapter 7. Service Facilities, as well as their respective prices.

Likewise, the descriptive sheets of the basic services provided within Freight Terminals and Passenger Stations, as well as their provision conditions, access conditions and prices, are available in Chapter 7 of this Network Statement and in the descriptive sheets of the service facilities, 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 2022
	Studies by Adif associated with the viability and safety of transport traffic.	BY STUDY	93 € / h /agent
	RUNNING PLAN		
	Itinerary A territorial operating area (*)	RUNNING PLAN	950 €
	Itinerary TWO or more operational	RUNNING PLAN	1,500 €
	territorial areas (*)	SERVICE BORROWED	68 € / h /agent
	Transport escort and assistance	SERVICE BORROWED	658 €/100 Km. and 6.6 €/Km. When it exceeds the initial 100 Km
	Vehicles supporting traffic	SERVICE BORROWED	68 € / h /agent
	Extraordinary opening of Stations	SERVICE BORROWED	Cost of the service

(*) Traffic of trucks and other necessary equipment before or after Exceptional Transport.

The Prices for 2025 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 2025 until 31 December 2025, or longer until new ones are approved.

SUPPLEMENTARY SERVICES, GENERAL SCOPE	
	TRACTION ENERGY SUPPLY
SC-2	Service provided by ADIF Alta Velocidad. In accordance with Royal Decree 1044/2013, of 27 December approving the Statutes of the state-owned company ADIF-Alta Velocidad, in article 3. Adif-Alta Velocidad shall acquire power to supply electric current to the railway system. The terms of service and prices for this service are available in ADIF-Alta Velocidad Network Statement.

5.6. Prices and Ancillary Services

Services that Rus may request to the rail infrastructure manager or other providers.

Ancillary services provided at service facilities shall be subject to prices freely agreed upon between the parties. However, where such services are provided by a single supplier, the prices applied by the supplier shall not exceed the cost of providing them plus a reasonable benefit.

The service facility operator shall not be obliged to provide such services, but should he offer these to a railway undertaking, it shall provide them in a non-discriminatory manner to any railway undertaking requesting these.

Ancillary service provision shall be performed under private law.

In accordance with Section 19 of Annex I, Law 38/2015, of 29 September of the Railway Sector, ancillary services may be the following:

- Access to telecommunication network.
- Provision of supplementary information.
- Rolling stock technical inspection.
- Ticketing services in passenger stations.
- Rolling stock heavy maintenance services require specific facilities to perform duties that are out of daily routine operations and require the vehicle to be removed from service.

The offer of auxiliary services, and their prices, that the Infrastructure Manager may provide at Freight Terminals and Passenger Stations is set out in Chapter 7. Service Facilities..

Likewise, the descriptive files of ancillary services provided within Freight Terminals and Passenger Stations, as well as the terms of provision, access conditions and prices, are available in this NS, chapter 7, and in the descriptive sheets of the service facilities, available on PISERVI application.

In accordance with railway sector Law 38/2015, article 102, of 29 September on prices and conditions of access to basic, supplementary and ancillary services provided

by all operators at service facilities, as referred to in aforementioned Law, Annex I, paragraph 20, the opening and closing times shall be communicated to the infrastructure manager who will publish them in the network statement or they shall indicate a website where such information can be obtained free of charge in electronic format.

5.7. Sanctions and Financial Incentives

5.7.1. PENALTIES FOR PATH MODIFICATIONS

Not applicable.

5.7.2. PENALTIES FOR PATH VARIATIONS

Not applicable.

5.7.3. PENALTIES FOR NOT USING THE PATH

The applicable amounts shall be those set out in the Regulation for the determination of railway fees approved by the Board of Directors of the Infrastructure Manager and published in the Spanish Official State Gazette no. 260 dated 28 October 2024."

5.7.4. PENALTIES FOR PATH CANCELLATION

The applicable amounts shall be those set out in the Regulation for the determination of railway fees 2024 approved by the Board of Directors of the Infrastructure Manager and published in the Spanish Official State Gazette no. 260 dated 28 October 2024.

The amount of the surcharge is determined by multiplying the unit rate by each absolute difference in train-kilometres between the capacity allocated and the capacity used in one month, by type of line and by type of service:

- For passenger services, for each train-kilometre of difference in absolute value between the capacity allocated and the capacity used in a month, by type of line and type of service, if this difference is more than 2 % of the allocated capacity and once it exceeds this percentage.
- For freight services, for each train-kilometre of difference in absolute value between the capacity allocated and the capacity used in a month, by type of line, if this difference is more than 15% of the allocated capacity and once it exceeds this percentage.

For more information, see Section 5.3 of this Chapter.

Other sanctions may also be applicable in the event of non-compliance with the Framework Agreements.

Penalties for non-use of allocated capacity in Service Facilities.

Penalties for non-use of allocated capacity of service facilities are set out in Chapter 7. Service Facilities.

5.7.5. INCENTIVES / DISCOUNTS

1.º Temporary discount to encourage rail transport growth.

In order to promote the efficient operation of the rail network and to encourage new rail services, the Infrastructure Manager may introduce a discount to the minimum access fee for the lines forming part of the General Interest Rail Network for annual increases in traffic, depending on the type of line and the type of service.

For more information, see Section 5.3 of this Chapter.

2.º Discount to incentivise the implementation of the ERTMS system.

The fees set out in this paragraph may be subject to discounts in order to encourage the implementation of the European Rail Traffic Management System (ERTMS) on trains. These discounts will have no impact on the revenue of the Infrastructure Manager. These discounts apply only to the extent to be determined in accordance with European Union law.

3ºDiscount to promote the use of available infrastructure capacity..

In order to encourage the use of available infrastructure capacity, the Infrastructure Manager may introduce a discount on the fee for using the lines of the General Interest Rail Network, both in Modality A and Modality B, which would apply to certain available time slots on a section or sections of the rail infrastructure. This discount shall be determined by the following criteria::

- Discounted slots will be determined. These slots may cover a line or a section of a line or may be determined as a set of time slots covering a line or a section of a line, several lines or sections of lines or a geographical area determined by means of sections of railway lines.
- The time interval within the period of validity of the service timetable during which the discount is valid shall be determined.
- The traffic in the discounted slots shall be related to the discount established for the fee. Traffic may be determined by train-kilometres, number of journeys, number of passengers or number of passenger-kilometres. Different discounts may be established within the same time interval and for different traffic volumes.
- Once the discount has been published, railway undertakings may submit the volume of traffic which they undertake to carry during the period specified by the Infrastructure Manager.
- Depending on the volume of traffic, the total fee to be paid by the operator for the period is determined and the appropriate discount is applied.
- The resulting fee for the entire period shall be paid by the operator on a monthly basis during the term of validity of the discount in equal parts.
- Only the part of the fee corresponding to the traffic not carried in relation to the traffic committed by the railway undertaking shall be refunded if the reduction in traffic is not attributable to the railway undertaking.
- The Infrastructure Manager may provide that if the railway undertaking carries traffic in excess of the committed traffic, such traffic shall be discounted by a percentage of the planned discount.

The discounts set out in paragraphs 1, 2 and 3 of this section shall be applied in a similar way to similar services and in a non-discriminatory manner to any railway undertaking.

DISCOUNT FOR THE USE OF SERVICE FACILITIES.

Discounts for the use of service facilities are set out in Chapter 7.Service Facilities.

5.8. Performance Scheme

In accordance with Art. 96, Rail Sector Act, the tariff system shall encourage rail undertakings and also the railway infrastructure manager to minimize disturbances and improve the operation of the General Interest Railway Network. The basic principles of this incentive system shall apply to the whole network.

11 February 2015, Order FOM 189/2015 was published in the Official Gazette (updated by Order FOM 642/2018, of 13 June), which develops the basic incentive application principles in the system of tariffs for using railway infrastructures.

The performance scheme shall ensure a non-discriminatory treatment, transparency, objectivity based on facts and events that can be quantified, checked and verified, consequently it shall be a truthful, reliable and auditable system that guarantees the integrity of all system data, whilst sharing the operational information between the railway infrastructure manager and the RU.

This system includes the taxation of penalties (malus) for actions, which disrupt the operation of the network, granting compensation (bonus) to entities, which suffer from disruption, and granting premiums to obtain better results than expected.

In accordance with afore, Adif agreed with the Railway Undertaking and Applicants the main incentive system (PPSI) parameters. In compliance with aforementioned FOM Order the values are indicated as follows:

TABLE 1 P. P. S. I INDICATORS FOR TRAINS PER PRODUCT

PRODUCT	PUNCTUALITY MARGIN	OBSERVATIONS
Long distance AV	15′	
Medium distance AV	15′	
Long distance not AV	30′	
Medium distance not AV	30′	
Commuter	20′	
Freight	100′	With the parameter of Adjusted Offer and Net Delay

For every running, the railway infrastructure manager shall determine the arrival delay at destination, based on the following data:

PASSENGER TRAINS.- If the delay on arrival (RLL) of each train exceeds P.P.S.I indicator (Ip), it shall be considered an unpunctual train:

RLL > Ip = 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):

Rc= RLL- Ip

FREIGHT TRAINS.- If the net delay (Rn) of each train exceeds P.P.S.I indicator (Ip), it shall be considered an unpunctual train.

Rn > Ip = Unpunctual train

The difference, measured in minutes, between the net delay (Rn) and P.P.S.I indicator (Ip) determines the Computable Delay (Rc):

Rc= Rn- Ip

Table 2.- Suppressed trains shall generally be unpunctual for the purposes of the performance scheme. In order to determine the value of the computable delay for suppressed trains, these shall be considered to have reached destination with a computable delay equivalent to:

INDICATOR DELAY VALUE FOR SUPPRESSED TRAINS		
PRODUCT	MINUTES DELAY VALUE	OBSERVATIONS
Long distance AV	30'	
Medium distance AV	30'	
Long distance	40'	
Medium distance	40'	
Commuter	20'	
Freight	90'	Trains suppressed by RUs at origin shall neither be considered or changes at the planned destination.

The unit value (V) for every minute of liable delay will be as follows:

	Train itself (bonus for Adif)	HS trains other Applicant	Other trains of another applicant
Delay caused by Adif	-	10 €/min	1 €/min
Delay caused per AV train	10 €/min	10 €/min	1 €/min
Delay caused by non-AV train	1 €/min	1 €/min	1 €/min

Incentive Program Evaluation

In order to achieve an adequate level of results, analysing such implementation and enriching it with the experience of the railway system, the railway infrastructure manager has developed the performance scheme progressively, in the following phases:

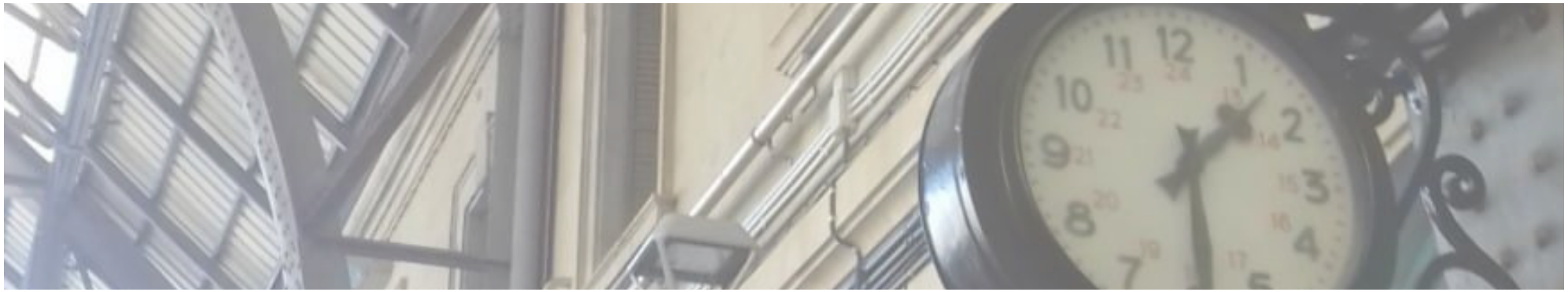
PHASE 1.- Implemented in 2018 and exclusively applicable to high-speed passenger trains.

PHASE 2.- Implemented in 2019, it extended the application of the system to all trains running on the General Interest Rail Network, with the exception of Commuter trains.

PHASE 3.- On 1 January 2024, a new punctuality measurement and control system for commuter services came into operation. Criteria have been introduced that are more in line with current European standards and closer to the vision of the passenger using these services. On the basis of these new criteria, work has begun to incorporate commuter services into the Performance Scheme, with an implementation horizon of 1 January 2026.

Incentive System Monitoring Committee

The Incentive Monitoring Committee - as prescribed by OM FOM/189/2015 is made up of the railway infrastructure manager and railway undertakings, with the participation of the National 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. BALANCE 12/31/2024 (Figures in minutes)			
Railway Undertaking	**Bonus**	**Malus**	**Balance**
Railway Undertaking 1	168.00	2,008.90	-1,840.90
Railway Undertaking 2	13,707.25	51,069.22	-37,361.97
Railway Undertaking 3		2,853.28	-2,853.28
Railway Undertaking 4	12,530.24	64,945.63	-52,415.39
Railway Undertaking 5		1.85	-1.85
Railway Undertaking 6	42.00	178.00	-136.00
Railway Undertaking 7	137.00	2,359.95	-2,222.95
Railway Undertaking 8	826.11	63.55	762.56
Railway Undertaking 9	1,642.35	3,943.38	-2,301.03
Railway Undertaking 10	4,321.41	9,161.13	-4,839.72
Railway Undertaking 11	7,880.41	26,994.76	-19,114.34
Railway Undertaking 12	396.36	609.08	-212.72
Railway Undertaking 13	103,445.35	339,472.10	-236,026.75
Railway Undertaking 14	112,145.99	194,800.91	-82,654.93
Railway Undertaking 15	199.00	5,003.57	-4,804.57
Railway Undertaking 16	6,117.45	12,608.87	-6,491.42
TOTAL RAILWAY UNDERTAKINGS			-452,515.25
Manager	Bonus	Malus	Balance
Adif	681,693.91	229,178.66	452,515.25

PERFORMANCE SCHEME. BALANCE SHEET as at 12/31/2024 (figures in euros)			
Railway Undertaking			**Euros**
Railway Undertaking 1			-1,840.90
Railway Undertaking 2			-37,361.97
Railway Undertaking 3			-2,853.28
Railway Undertaking 4			-52,415.39
Railway Undertaking 5			-1.85
Railway Undertaking 6			-136.00
Railway Undertaking 7			-2,222.95
Railway Undertaking 8			762.56
Railway Undertaking 9			-2,301.03
Railway Undertaking 10			-4,839.72
Railway Undertaking 11			-19,114.34
Railway Undertaking 12			-212.72
Railway Undertaking 13			-236,026.75
Railway Undertaking 14			-82,654.93
Railway Undertaking 15			-4,804.57
Railway Undertaking 16			-6,491.42
TOTAL RAILWAY UNDERTAKINGS			-452,515.25
Manager			Balance
Adif			452,515.25

Summary of information related to disaggregation by type of delay (30th September 2024).

PERFORMANCE SCHEMES GROUPS		ACCUMULATED January-December 2024			
		Trains		Minutes	
		Total	%	Total	%
A.3	Operational errors.	36.85	0.17%	978.08	0.10%
A.5	Staff.	21.71	0.10%	1,536.27	0.16%
A.6	Other causes.	25.15	0.11%	1,549.77	0.16%
B.1	Signalling installations.	1,729.60	7,84%	59,073,15	6.25%
B.3	Telecommunications installations.	17.73	0.08%	717.03	0.08%
B.4	Power supply equipment.	487.74	2.21%	29,401.13	3.11%
B.5	Tracks.	152.40	0.69%	6,483.03	0.69%
B.6	Structures.	16.62	0.08%	635.06	0.07%
B.7	Staff.	11.61	0.05%	799.98	0.08%
B.8	Other causes.	57.65	0.26%	2,363.95	0.25%
C.1	Planned construction works.	1,820.33	8.25%	98,429.11	10.41%
C.2	Irregularities in the execution of the construction works.	353.18	1.60%	16,145.70	1.71%
C.3	Speed restrictions due to defective tracks.	636.53	2.88%	10,262.98	1.09%
C.4	Other causes.	25.52	0.12%	803.41	0.08%
	ADIF	**5,392.61**		**229,178.66**	

PERFORMANCE SCHEMES GROUPS		ACCUMULATED January-December 2024			
		Trains		Minutes	
		Total	%	Total	%
E.1	Exceeding the downtime.	782.57	3.55%	11,789.29	1.25%
E.2	Application by the railway undertaking.	7,303.59	33.10%	317,609.97	33.60%
E.3	Loading operations	1.00	0.00%	485.00	0.05%
E.4	Irregularities in loading.	55.61	0.25%	5,064.22	0.54%
E.5	Commercial preparation of the train.	273.58	1.24%	23,464.08	2.48%
E.6	Staff.	79.47	0.36%	4,421.09	0.47%
F.1	Registration planning/replanning.	84.66	0.38%	1,746.30	0.18%
F.2	Train formation by the railway undertaking.	2,540.15	11.51%	90,004.42	9.52%
F.3	Problems affecting coaches (passenger transport).	3.18	0.01%	101.88	0.01%
F.4	Problems affecting wagons (freight transport).	186.55	0.85%	15,693.43	1.66%
F.5	Problems affecting coaches. locomotives and railcars.	4,478.78	20.30%	195,858.81	20.72%
F.6	Staff.	882.90	4.00%	49,464.70	5.23%
F.7	Other causes.	1.71	0.01%	370.99	0.04%
	Railway Undertaking	16,673.75		716,074.18	
	GRAND TOTAL	**22,066.36**		**945,252.84**	

5.9. Updating or Ammending Fees, Tariffs, and Prices

RAIL FEES AND TARIFFS

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

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

Rail Sector Act determines that the general managers of railway infrastructure shall, among other functions, determine, review and collect the tariffs for using the railway infrastructures, according to the legal and regulatory applicable regime.

Railway infrastructure managers shall fix the tariffs, which shall be known as the Regulation to determine railway tariffs.

This provision shall be approved by the Board of Directors and thereupon the tariffs, additions, surcharges and other items in the tariff system shall be annually reviewed.

Exceptionally, and if market conditions vary, this review may be objectively and effectively carried out before ending the one-year period.

The explanatory part of the Regulation fixing railway tariffs shall justify its adaptation to the principles of necessity, efficiency, proportionality, legal certainty, transparency, and compliance with the rules of law, efficiency, social profitability and environmental sustainability.

In order to approve this provision, on the basis of the principles set out in afore paragraph, the following procedure will be followed:

The proposal for an annual amendment or exceptional review of the amounts resulting from the Articles 97 and 98 shall be prepared by the railway infrastructure manager, together with the corresponding economic and financial report.

This report shall give an opinion on the cost or value of the resource or activity in question based on European Union law and the explanation for the suggested amount. The calculation costs shall be based on made or planned payments.

It will also include a brief reference to the economic and budgetary impact, the contents, the timeliness of the provision subject to approval and the alternatives, the explanation in this article and the distribution of competences.

This proposal will establish the specific values in the system of royalties and will be published on the website of the infrastructure manager in order to give audience, during a non-extendable period of fifteen calendar days, to the affected citizens, obtaining as many additional contributions as possible by other people or entities.

During this period, the proposal shall be consulted with the payers of fees, in accordance with Law 38/2015, articles 97.2 and 98.2, and with the autonomous communities, which may submit the corresponding report before the end of these fifteen days.

Finally, the final version of the proposal shall be submitted to a report by the National Commission on Markets and Competition, monitoring the compliance with the provisions laid down in European Union or Rail Sector Law.

The values obtained following the procedure referred to in the previous paragraph shall be approved by the railway infrastructure managers, in the relevant Regulation determining railway tariffs.

Upon approving this Regulation, it shall be published in the "State Official Gazette" and its values shall be included in the network statement in accordance with Rail Sector Law 38/2015, article 32, and with Annex III.

Anyway, the National Commission for Markets and Competition may exercise the powers granted by its creation law, to monitor the amount of fees.

The activity program of the general infrastructure managers provided for in Rail Sector Law 38/2015, article 25.4, shall include a forecast of updates of tariffs during the period of said program. The suggested amendment or update indicated in this article, paragraph 1, shall be based on said proposal, thus, the amounts may not be increased individually by more than five percent, compared to those indicated in the activity program, except for exceptional reasons that must be justified in the economic and financial report of said year.

PRICES FOR PROVIDING BASIC, SUPPLEMENTARY AND ANCILLARY SERVICES

The provision of Basic (except for those governed by Article 98, Law 38/2015, Rail Sector Act), Supplementary and Ancillary Railway Services, is subject to private price payment.

The service facility operators shall approve and publish the prices for the provision of basic, supplementary and ancillary services.

Price setting and application shall always be governed by the principles of objectivity, transparency, equal access and non-discrimination for Railway Undertakings and Applicants.

Service facility operators shall approve and publish the prices to provide basic, supplementary and ancillary services.

The prices approved for providing Handling Intermodal Transport Units (ITUs) basic services shall be considered to be the maximum reference prices, enabling discounts or incentives thereon at specific facilities, for certain services and under certain terms previously agreed upon, with the aim of seeking Facilities Operations under quality, competitiveness and permanent satisfactory conditions.

Therefore target criteria shall be set to justify these reductions on maximum prices based on applicable parameters and conditions duly specified and, where appropriate, under specific agreements. In order for railway infrastructure manager clients to be able to find out well in advance of the service request, applicable reduced prices under certain terms, the railway infrastructure manager will include this information on their website, www.adif.es., 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 business days after notification by bank transfer to the account of the credit institution that provided the cash service to this Administration, as indicated in the payment notification. The payment shall be effective on the date when the corresponding amount is deposited in the account as under General Collection Regulations, article 37.

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 after notification by bank transfer to the account of the credit institution that provided the cash service to this Administration, as indicated in the payment notification. The payment shall be effective on the date when the corresponding amount is deposited in the account as under General Collection Regulations, article 37.

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).

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).

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

6.1. Introduction

6.2. Operating Standards

6.3. Operating Measures

6.4. It Applications

INDEX

6.3.1. PRINCIPLES 181

6.3.2. OPERATING REGULATION 181

6.3.3. TRAFFIC DISRUPTIONS 182

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.

In accordance with R.D. 929/2020, article 5, the General Interest Railway Network shall be subject to Railway Traffic Standards approved by Royal Decree 664/2015, of 17 July, or any safety regulation approved by the Ministry of Transport, Mobility and Urban Agenda, and any development provision in the Railway Traffic Regulation.

Furthermore, all personnel with duties related to rail traffic safety in the Railway Network of General Interest are bound to know the Railway Traffic Regulations and other rail safety regulation, safety management system or internal rule in their entities that may affect them, whilst performing their duties, see chap. 7, 7.3.1 Conditions of Use of the 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 Article 5.6 of Royal Decree 929/2020. In this sense and in accordance with European Union Directives, as well as Traffic Standards, any railway personnel interacting with Adif shall perfectly understand Spanish and will use this language correctly to do any communication regarding Traffic Safety.

LANGUAGE EXCEPTION ON BORDER SECTIONS

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



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

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

APPLICABLE BASIC TRAFFIC STANDARDS

In accordance with Royal Decree 929/2020, article 5 to the traffic on the General Interest Railway Network of shall apply Rail Traffic Regulation approved by Royal Decree 664/2015, of 17 July, regulations on safety approved by the Ministry of Transport, Mobility and Urban Agenda, as well as any applicable provision added to the Railway Traffic Regulation

Regarding Basic Traffic Standards, the relevant current editions shall apply. In order to have this information updated, please look on the State Railway Safety Agency (AESF) website: https://www.seguridadferroviaria.es/

Standard supplementing RCF:

In order to precisely determine the rail infrastructure operating conditions, AESF, IAs and RUs may prepare regulatory documentation that - in addition to RCF – enables to:

a) Set criteria to facilitate its application.

b) Adapt its application to specific cases.

c) Identify and reduce risks, minimizing their consequences.

Based on these criteria, the basic regulatory documentation, supplementary to Railway Traffic Regulation, prepared by the railway infrastructure manager, shall mainly include the following documents:

- Orders.
- Warnings.
- Train schedules.

Any traffic regulatory documentation, updated at all times, and published by Adif is available through the computer application **RGD** (General Register of Regulatory Documents).

As reference documentation other applicable legal or regulatory regulations shall be taken into account.

National or European standards governing railway safety and interoperability is available on the official website of the State 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.

Pursuant to Art. 37 of Spanish Law 38/2015, of 29 September, on the Railway Sector and Art. 6.1 and 6.2 of Spanish Royal Decree 929/2020, of 27 October, on the Safety and Interoperability of Railways, in the event of an interruption in rail traffic due to technical failure, accident or any other incident, the Infrastructure Manager shall take all appropriate measures to restore the service. Railway undertakings are obliged to provide the Infrastructure Manager with the resources and cooperation requested. For the use of these resources, the railway undertakings which did not cause the disruption of rail traffic shall be paid an appropriate consideration, calculated in accordance with the provisions of the relevant order of the Spanish Minister for Transport and Sustainable Mobility, unless there is a prior agreement between the parties concerned. In its development, this Ministerial Order must be reported by the Spanish National Commission for 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 CGRH24, a hierarchal superior to the PM, may alter said order at any time, justifiably and for duly justified reasons.
- **Principle of publicity**: These criteria will be made known to those involved in the train regulation process (Rus, other applicants, etc.). Likewise, should these criteria not be followed, it shall be known by preparing an incident file.
- **Principle of objectivity**: Decision-making will be based on objective data held by the CGRH24 and the PM upon decision-making.
- **Principle of regulation**: The objective of traffic regulation is to ensure that all trains arrive at destination at the time set in the transport plan, or within the established punctuality margin. Therefore, an actual regularity margin available for every train running shall be considered.
- **Principle of proportionality**: Decisions will be weighted according to their context and consequences upon RUs, avoiding heavy damages to some by preventing minor damages to another.

In the same way as in Annex III to "Adif Contingency Plan", are listed people in charge and their telephone numbers and time period for every RU, as well as the Infrastructure Manager to contact in case of contingency whilst performing rail traffic.

RUs are obliged to complete their Safety Certificate, in accordance with Royal Decree 929/2020, article 13.3.l, of 27 October setting a Contingency Plan agreed upon with the railway infrastructure manager. For more information hereto, consult the Directory, section 1.6

Under annex VII point 7 of Delegated Decision 2017/2075, in the case of trains crossing from one network to another which arrival will occur with a foreseeable delay of no more than ten hours, and, as from 14 December 2019, of eighteen hours, the infrastructure manager of the other network will neither consider the rail path as cancelled, nor will it request another rail path, even if it decides to assign a different railway path, unless the applicant notifies the infrastructure manager that the train will not cross to the other network.

In case of emergency, and where absolutely necessary due to temporary non use of infrastructure, the rail infrastructure manager may, without prior notice, cancel, divert or change the paths for a certain time as necessary to restore normality to the system and urgently perform the appropriate repairs, and report as soon as possible to RUs and Applicants for appropriate reasons. In this case, neither Applicants nor RUs will be entitled to any compensation or damages in accordance with Article 37 in Law 38/2015 of 29 September of the Railway Sector.

In accordance with Rail Sector Act, Art. 37, and Article 6 R.D. 929/2020 Railway Undertakings are bound to make available to the railway infrastructure manager the resources that they deem appropriate and to cooperate with them, as required. In any case, both the railway infrastructure manager and the RU shall mutually coordinate and collaborate, to ensure the service and attention to clients in the most effective way possible.

6.4. IT APPLICATIONS

ADIF MANAGED NETWORK SCOPE

DaVinci: Rail traffic control and management system on high-speed lines.

DaVinci system is a railway operation platform implementing different systems, which are necessary for railway management.

From a functional point of view, this system 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

7.1 Introduction

7.2 General Considerations on Service Facilities

7.3 Service Facilities

INDEX

7.3.1. COMMON PROVISIONS 191
7.3.2. PASSENGER TRANSPORT STATIONS 207
7.3.3. FREIGHT TRANSPORT TERMINALS 273
7.3.4. TRAIN SETTING FACILITIES INCLUDING SHUNTING FACILITIES 286
7.3.5. STORAGE SIDINGS 286
7.3.6. FACILITIES FOR ROLLING STOCK MAINTENANCE 287
7.3.7. OTHER TECHNICAL FACILITIES (MAINTENANCE, CLEANING AND WASHING FACILITIES, ETC.) 287
7.3.8. PORT AND MARITIM FACILITIES 288
7.3.9. PROTECTION AND REFIEF FACILITIES 289
7.3.10. FUEL SUPPLY FACILITIES 289
7.3.11. OTHER RAIL FACILITIES CONNECTED TO THE GENERAL INTEREST RAIL NETWORK (PORTS AND CARGO) 290
7.3.12. FACILITIES TO CHANGE GAUGES AND AXLES 292
7.3.13. INTERMODAL LOAD TERMINALS 294
7.3.14. GENERAL FREIGHT LOADING TERMINALS (LOAD POINTS) 294
7.3.15. MODELS TO REQUEST SERVICES 295

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.

Commission Implementing Regulation (EU) 2017/2177 of 22 November 2017, on access to service facilities and related rail services, was published in the Official Journal of the European Union, on 23 November 2017 and shall apply as of 1 2019, except for article 2 –Exemptions- which shall apply as of 1 January 2019..

This Regulation sets detailed rules on the procedure and criteria to access service facilities and services provided therein, which are included in sections 2, 3 and 4 of Annex II to Directive 2012/34/EU, as well as the basic procedures for processing and coordinating applications and the requirements to publish information.

In accordance with Article 4 of Implementing Regulation (EU) 2017/2177, operators of service facilities shall prepare a description of the service facilities and services for which they are responsible, which shall include the information cited in said Article.

Service facility operators shall publish, free of charge, a description of the service facilities on their web pages, communicating the corresponding link to the railway infrastructure manager to publish it in the Network Statement.

The Spanish National Commission for Markets and Competition (CNMC), by Resolution STP/DTPS/118/18 of 23 January 2019, published the common decision-making principles for the application of the criteria referred to in Article 2(2) of Implementing Regulation (EU) 2017/2177.

Access to service facilities and the provision of services is also regulated by Spanish Law 38/2015, of 29 September, on the Railway Sector (hereinafter "LSF").

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.

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, the main impact of these congestion declarations is on the track capacity allocation process and not on the management of passenger flows in terminals and platforms.

Consequently, and exercising the powers conferred by Article 23. 2, letters p) and q), of Royal Decree 2395/2004, of 30 December, approving the Statutes of the corporate state-owned entity Administrador de Infraestructuras Ferroviarias and Article 23. 2, letters p) and q), of Royal Decree 1044/2013, of 27 December, approving the Statutes of the corporate state-owned entity ADIF-Alta Velocidad, the President of the corporate state-owned entities ADIF and ADIF-Alta Velocidad has approved the following instruction:

1. In accordance with Article 7(2) of Commission Implementing Regulation (EU) 2017/2177 of 22 November 2017 on access to service facilities and related rail services, during the process of establishing the service timetable, the capacity manager shall cooperate with the manager of the service facility and the other responsible areas to verify whether there is sufficient capacity in the service facilities concerned to allow the provision of services at stations in full safety for their users and at the established quality levels. For thispurpose, the relevant reports are collected from these areas and included in the capacity allocation file.
2. If necessary as a result of this review, further requests for capacity shall be limited or refused with the aim of maintaining the safe, adequate and efficient operation of passenger station facilities at all times as set out in the Network Statement

Access to service facilities shall entail the relevant capacity request to the operator, who shall allocate it according to transparent and non-discriminatory criteria. For every service facility requested, and prior to starting its use, Applicants shall agree upon the facility use conditions, in order to preserve the orderly, efficient and safe operation of facilities.

Requests from railway undertakings and other Applicants to access service facilities and services provided therein shall be answered by operators within a maximum period of 1 month, from the business day following operator's receipt of the request. The request shall be complete and contain all documentation required by the operator in the facility descriptive document.

Above term shall apply to requests for service access to facilities in order to provide all services (basic, supplementary and ancillary).

In the case of requests to access service facilities linked to a path in "ad hoc" railway infrastructure, the maximum response time shall be 5 working days after receipt.

Above term shall apply to service facilities access requests to provide all services (basic, supplementary and ancillary).

Applications may only be denied when there are viable alternatives that allow rail undertakings to operate passenger or freight transport services on the same lines or alternative lines under economically acceptable conditions. However, this shall not imply the obligation of the person in charge of the service facility to make investments in resources or equipment that are necessary to meet all the requests made.

7.2. General Considerations on Service Facilities

Access conditions to service facilities connected to the infrastructure manager's network are in the Service Facilities Leaflets, available on the infrastructure manager's website as an annex to this NS and on PISERVI application. It includes all service facilities of the railway infrastructure manager and of other operators, grouped according to the following types of facilities:

- Passenger stations (general requirements and access conditions are indicated in section 7.3.2.5 and the procedure in section 7.3.2.6)
- Passenger stations (commuter and metric gauge - RAM)
- Freight terminals (general requirements and access conditions are indicated in 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 and axle changers

To facilitate access to information on technical characteristics of service facilities, Adif has developed a computer application called PISERVI, Service Facilities Portal, available on ADIF website as an annex to this NS. https://www.adif.es/sobre-adif/conoce-adif/declaracion-sobre-la-red

PISERVI allows access to the information of service facilities: freight terminals, passenger stations, maintenance facilities, private loading stations, gauge changers, etc., through selective searches based on criteria such as: geographical location, type of facility, type of service, etc., to enable railway undertakings and other logistics operators a planning of rail services.

It also has an interactive map of the General Interest Railway Network (RFIG) with the ability to combine different search criteria. In this case, the facilities resulting from the searches will be represented on the map viewer and its Descriptive File may be selected and displayed.

Access to PISERVI

The general requirements and conditions for access to the passenger stations are indicated in section 7.3.2.5 and the procedure in section 7.3.2.6

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 .
- Catalogue of Capacity Offer at Metric Gauge Network facilities.

In both Catalogues the facilities are grouped into:

- All Passenger Stations/Freight Terminals with the offered track functionalities.
- Facilities with Storage Sidings.
- Facilities with Shunting tracks.
- Facilities with maintenance/washing tracks.
- Facilities with Fuel Supply Tracks.
- Facilities with a Freight Loading Point.
- Passenger Stations with Tracks with a platform for type A/B operations.

7.3. Service Facilities

Access to services provided at service facilities managed by the rail infrastructure manager, to railway undertakings and other Applicants, is based on the following principles:

1. Non-discriminatory treatment: For RUs and Applicants to access the different services on equal terms.
2. Transparency: Publishing the Service Catalog, offering all service possibilities at service facilities and specifying the conditions and prices.
3. Flexibility: Adapting to new operating scenarios: changes in demand, number of operators, new technologies, new services, etc.
4. Sustainability: Economic, Social and Environmentall.

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 includes services provided at service facilities managed by Adif, describing service provision, applicable restrictions and the service request and allocation procedures, service prices, and the general principles and conditions governing the operation process.

On the other hand, and regarding service provision at freight transport terminals, this information is supplemented with that available on Adif website, as specified in every paragraph with the corresponding web site.

Related railway services provided at service facilities owned by the railway infrastructure manager are defined hereinafter according to Rail Sector Act, Law 38/2015, art. 42 structuring these upon their typology into: Basic Services, Supplementary Services and Ancillary Services.

BASIC SERVICES

The services provided at any service facility listed in Article 42, Rail Sector Act, are basic.

It is only mandatory to provide these services if the service is offered by the operator.

The Basic Services offered by the railway infrastructure manager at any time, through the Network Statement, shall be provided in a non-discriminatory way to any Railway Undertaking or Applicant requesting these.

SUPPLEMENTARY SERVICES

Supplementary services are provided at service facilities, owned by the railway infrastructure manager, aimed at enabling railway system operation, these shall be provided to Railway Undertakings and other Applicants as set in Art. 44, Law 38/2015, of 29 September, Railway Sector Act.

Supplementary Services offered by the railway infrastructure manager at any time, through the Network Statement, shall be provided in a non-discriminatory way to any Railway Undertaking requesting these.

These services are provided within the general scope of RFIG and are defined in chapter 5 of this Network Statement.

ANCILLARY SERVICES

RUs may request Ancillary Services to the railway infrastructure manager or other providers. The service facility operator shall not be obliged to provide these services, although in case of providing these, it shall be in a non-discriminatory way to any Railway Undertaking that requests these.

Ancillary services are provided at service facilities, owned by the railway infrastructure manager, to Railway Undertakings and other Applicants as set established in Art. 44, Law 38/2015, of 29 September, Rail Sector Act. These services provision shall be under private Law.

7.3.1. COMMON PROVISIONS

CAPACITY AWARDING AT SERVICE FACILITIES

Capacity allocation at service facilities is the allocation, by the railway infrastructure manager, of capacity at a service facility.

Access requests to services provided at passenger stations shall be in accordance with the procedure included in section 7.3.2.6. The general access requirements and conditions are included in section 7.3.2.5.

The request for capacity at service facilities and on tracks shall be made through the SYACIS application, in accordance with transparent and non-discriminatory criteria. To this end, there is a regulated process applicable to the service facilities managed by the railway Infrastructure Manager located in passenger stations, freight terminals and any other facilities determined by the Infrastructure Managers outside the areas specified above.

Railway Undertakings and Applicants, owners of rolling stock, freight forwarders, loaders and transport operators shall make their requests and - upon allocation - shall be entitled to use them under the conditions indicated in the descriptive files of service facilities.

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

Allocation and use of service facilities shall be upon paying rail tariffs under Rail Sector Act, Art. 98, on setting the structure of railway fees and tariffs.

FACILITY TYPE	FEE	CUSTOMERS
Passenger stations.	A	Railway undertakings.
Sidings, train formation and shunting, maintenance, washing and cleaning, fuel supply.	B1	Railway undertakings, owners of railway rolling stock, transport agents, shippers, combined transport operators, as well as other service providers.
Passenger station tracks used as sidings.	B2	Railway undertakings.
Tracks for carrying out certain operations, minimum cleaning, loading and unloading of on-board services, etc.	B3	Railway undertakings.
Tracks for loading and unloading goods.	C	Railway undertakings, owners of railway rolling stock, transport agents, shippers, combined transport operators, as well as other service providers.

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. TYPE A1 REQUEST. For Periods of Continuous Use

Capacity reserve if the client requires it during 24 hours in a day, a usage for 30 calendar days or longer, and up to a maximum of 4 years.

2. TYPE A2 REQUEST. For Occasional Use Periods

Capacity reserve in cases where the client demands using for hours or full day (from 00:00 hours to 24:00 hours) the facility, for a period between two dates, for consecutive days, intermittent or cadenced.

These requests shall be linked to a train.

WITHOUT CAPACITY RESERVE

For Occasional Use Periods

Capacity request in cases where the client demands an occasional use of the facility either for a full day from 00:00 hours to 24:00 hours, or for hours.

Exceptionally, the client may require an immediate punctual use for hours, without the possibility of knowing precisely the service facility (concrete track) or the time of use.

These requests shall be linked to a train without certain running.

B. ALLOCATION CALENDAR

Requests made to the Service Facility Manager (GIS), through the SYACIS application, shall be submitted with the following deadlines:

FOR REQUESTS TYPE A: WITH CAPACITY RESERVE

The Service Facility Manager will make available to clients, every two months, service facilities available so that they can make this type of request.

In order to respond to requests submitted after the deadline and resulting in a 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 2025 is detailed below.

CALENDAR

2025



C. PROCESS PHASES

The Service Facility Manager shall analyze client requests, optimizing response times and the capacity of the facility.

The capacity allocation process is divided into the following phases:

REQUEST PHASE AND CAPACITY STUDY

The client shall request capacity through SYACIS application, by means of the authorizations granted for said purposes. Exceptionally, given no computing connection, these shall be sent by any other written mean that guarantees receipt and record.

Formalizing a capacity request implies accepting the conditions of the service facilities.

Requests received are recorded by entry date and time. Should the application not contain all the information required according to the service facility description - as necessary to make a decision - the facility service operator in question shall accordingly inform the Applicant and thereby set a reasonable deadline to submit it. When it is not submitted within that period, the request could be rejected.

Prior to the official request, the client may consult the GIS on available capacity through telematic means.

GIS will do the study of requests received and the allocation will proceed according to the following criteria:

a) Given available capacity for all Applicants, this shall be allocated.

b) If capacity requests coincide for the same period and for the same service facility, the allocation shall seek a maximum use of the facility and its technical characteristics, taking into account, in descending priority order, the following allocation criteria:

1. **Type of transport service.** The differentiated use of the facilities under the various types of transport services, for long distance passengers, commuters and medium distance or freight.

2. **Type of existing facility in the freight terminal.** Priority in the allocation of capacity will be given, in that order, to requests relating to trains that require the service facility for their processing in:

   a) Intermodal Cargo Terminals, defined in section 7.3.13.

   b) A General Cargo Terminal (loading point) defined in section 7.3.14.

   c) Port terminals with connecting agreement for the Freight Transport Terminal.

   d) Other facilities.

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 K Conflict Resolution Procedure.

CLAIM PHASE

In this phase, clients may make claims on the proposal for provisional capacity allocation that GIS communicated. Requests, which are not possible to satisfy, will be duly communicated.

For more information see Annex K Conflict Resolution Procedure.

COMMUNICATION PHASE OF DEFINITIVE CAPACITY ALLOCATION

Finally, the GIS will communicate the definitive capacity allocation, through SYACIS application.

The Service Facility Manager will publish the accepted capacity, which shall not breach at any time the principle of confidentiality.

D. SPECIAL MEASURES IN CASE OF RAIL TRAFFIC DISRUPTIONS

Should it be necessary during the transport process to segregate or remove material, due to incidents that occurred, in order to avoid problems with rail traffic, railway infrastructure manager traffic area may exceptionally allocate capacity, and the client is compelled to update this allocation on SYACIS application as soon as possible.

E. MONITORING AND CONTROL OF THE ACTUAL USE OF ALLOCATED CAPACITY

Clients are obliged to use the capacity obtained at service facilities under the terms of use accepted and making optimal use thereof.

The unjustified unuse 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

Rail Infrastructure Manager has the following obligations with regard to the use and functionality of the service facilities:

a) Ensure access to the facility when there is available capacity.

b) Respond to client requests for capacity in good time according to the allocation process.

c) Ensure the operation of the service facility for as long as the client maintains the allocated capacity or offer an equivalent alternative to capacity if necessary.

d) Inform clients of changes to the catalogue of service facilities.

e) Written response to client complaints within a maximum period of 30 days after receipt.

f) Inform clients with a minimum advance of 2 months of use restrictions at service facilities by reason of programmed repair, maintenance, renewal, expansion or improvement of assets linked to them.

g) Inform clients of plans to expand and improve of assets linked to the facility, driven by increased client demand.

h) Inform railway undertakings of infrastructure manager procedures that define the activities performed at railway service facilities.

i) Coordinate with railway undertakings, SGS procedures that shall govern the conditions of the services provided.

Obligations of the Client

Client obligations regarding the use of service facilities, are as follows:

a) Ensure, before requesting the capacity of a service facility, the suitability to function as designed.

b) Ensure compatibility between the capacity allocated for traffic on lines of the General Interest Rail Network (path) and the use availability at the service facility expected to be used.

c) Ensure, before starting to use a service facility, the provision of services that could be required on it for rail equipment operations, loading/unloading operations,

d) Inform the owner, before starting to use the facility, of developing activities that are likely to generate pollution or waste that require specific management system. Of the system used and adopted prevention measures, it shall provide the necessary certificates for this purpose.

e) Inform the owner, at the beginning of using the facility of any circumstance involving the lack of effectiveness of the service facility.

f) Comply with railway safety requirements and, in particular, with the provision of railway personnel relevant qualifications and with the railway rolling stock conditions, as well as with occupational risk prevention.

g) Use the facility for the purposes specified in their request for capacity.

h) Guard the rolling stock, the loading ancillary items and the freight at service facilities owned by the client.

i) Inform the owner of the facility of any accident or incident as well as anomalies or failures that occur at the service facility.

j) Remove rolling stock from service facilities upon expiring the time given in the capacity allocation, leaving it in operating conditions.

k) Provide that qualified personnel who are going to coordinate train operations with the railway infrastructure Manager Signalman 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 Transport of Dangerous Goods by Rail (RID), as well as Spanish Royal Decree 412/2001, of April 20, article 4 of which sets out the general traffic regulations. (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:

h) 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.

i) 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.

j) The Service Information Manager shall pass to the client that inappropriately occupies the service facility the tariff for an occasional use period.

Notwithstanding the above, in the event of any breach of the conditions of use of the facility, could apply Title VII, Penalty and Inspection System of Rail Sector Act.

Use of Facilities by several Successful Bidders

A service facility may be used by multiple clients, although the facility is allocated, with reserved capacity, initially to a client (main contractor), for a period of time and provided it is not saturated.

The Service Information Manager may request to the main contractor that other clients use this service facility (secondary awardees), if the surplus capacity is compatible with operations scheduled by secondary awardees.

The main contractor may authorize the use of this excess capacity in favor of secondary, in which case they shall be entitled to the allowances provided for under Rail Sector Act.

In cases where the main contractor and the Service Information Manager agree to use excess capacity by the secondary, the main contractor shall be obliged to make it available in the agreed timetables.

Should the main contractor not access to share the excess capacity, the System information Manager shall verify the use of the allocated capacity and may modify it if it is compatible.

Usage Measuring Criteria of the Allocated Capacity

The System Information Manager shall measure the use of the capacity allocated to the clients at service facilities depending on the effective ocupation 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.

Should the rail infrastructure manager consider the interested client's proposal technically and economically viable, the required authorizations shall be set and, where appropriate, aforementioned investment shall be contractually standardized, and its financing shall be made, in any case, on behalf of the interested client.

Exceptional Use of Other Service Facilities

If the rail operation so requires, exceptionally, capacity may be allocated at service facilities designed primarily for traffic management as listed below, and this allocation may only be made by Adif traffic manager:

DISPATCHING AND RECEIVING TRACKS

These are facilities that serve as liaisons between the main route of a line and the rest of the service tracks that are in a facility, acting as a regulatory element of traffic. Given their nature, generally these tracks are not available for capacity request.

In general, at these facilities are performed operations linked to train arrival/dispatch and the operations linked to it. From these facilities, rolling stock can be directed to other service facilities for which the client has requested capacity, or which serve as access to Ports, Particular Shunts, Maintenance Base, Workshops or Warehouses.

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 modality B 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 dispath a train from a freight terminal shall be entitled to occupy a track for dispatch and reception 2 hours before the scheduled time for departure. During this time, the railway undertaking shall prepare the train ensuring that it is suitable to enter into service, that train equipment is correctly deployed and that the composition of the train corresponds to the allocated path. Train composition also includes technical operations and revisions made before the train goes into service.

Railway undertakings may request to use tracks for dispatching and receiving in order to perform the final shunting of the composition, and thereby close the composition of a train length authorized by Adif which exceeds the length of tracks allocated for train composition. The Signalman, in coordination with the railway undertaking, shall determine the appropriate moment to perform the composition of these trains on these tracks.

TRAIN RECEPTION

Railway undertakings that shall receive a train in a freight terminal may occupy a track for dispatch and reception for an essential minimum time and in any case for a maximum of 1 hour in relation to the scheduled arrival.

Should the train arrive earlier or be delayed for over 60 minutes and thereby interfere with other traffic planned for departing or arriving at the cargo terminal, the signalman may urge it to position it in the shortest time on the tracks for train composition and shunting as allocated by the railway undertaking.

During the time allotted since the arrival of the train, the railway undertaking shall coordinate with the signalman the necessary shunting to transfer stock to other service facilities.

7.3.2. PASSENGER STATIONS

7.3.2.1. GENERAL INFORMATION

They are specialized 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 part of the station:

- Infrastructure elements and track superstructure, since the Catalogue does not cover tracks at stations in terms of capacity allocation or use of railway lines.
- Buildings, facilities, accesses and land specifically used for internal services of the railway infrastructure manager or not directly related to the operations at the station.
- Premises, offices and marketing activities of spaces for third parties, that are not RUs at the station's passenger building or other independent buildings.
- Land leasing activities.

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.

Service facilities (tracks) of Passenger Transport Stations made available to RUs are included in the service facilities Capacity Offer catalogue, available on Adif website, as an annex to this NS and in SYACIS application.

COMMUTER STATIONS

Commuter stations provide public service in large urban and areas of influence, representing a sustainable public transport, efficient and with an attractive offer to mobility demands in this area. They aim to offer public service with criteria of quality, efficiency, innovation, and focus on clients, safety and sustainability, combining business criteria with those of state and territorial public interest.

Commuter hub providing services are: Asturias, Barcelona, Bilbao, Cadiz, Madrid, Malaga, Murcia/Alicante, San Sebastian, Santander, Sevilla, Valencia and Zaragoza.

Adif and RENFE-Operadora have signed an agreement entrusting RENFE Operadora with the integrated management and administration of these stations.

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

RVICE 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	Premises for service personnel on board
SB-10	ADIF ACERCA Service to assist people with disabilities and/or reduced mobility



SERVICE OFFER DESCRIPTION

The description, requirements, provision conditions, etc. of every service is collected individually in the corresponding descriptive leaflets.

SB-1	TRAIN STABLING SERVICE ON TRACKS WITH PLATFORM FOR COMMERCIAL SERVICES OR OTHER OPERATIONS AND STORAGE SIDINGS
DESCRIPTION	Train stabling services on tracks with platforms for commercial services, other operations and storage sidings.
PROVISION REGIME	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 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 siding 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 sidings in accordance with the Network Statement.
PRIORITY CRITERIA	As set in the Network Statement.
ECONOMIC CONDITIONS	Service subject to tariff. Modes 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 endosed by the raiway infrastructure manager shall be required. No advertising may be displayed outside the premises or on the façade of the premises for viewing from outside the premises, except for the company brand and logo. An identifying image of the company can be placed on a vinyl, preferably acid-etched. If a screen is installed so that it can be seen from outside, it must be at least 10 cm away from the glass and must only show company images. If price information is posted, it must be that of the railway undertaking itself. Under no circumstances is it authorised to post information relating 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.
SERVICE PLANNED 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 necessary, 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 machinery outside, a protective envelope may be placed and must be approved by the infrastructure manager. Queue system ticket systems include the dispenser 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	PREMISES FOR ON-BOARD STAFF
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	Adif shall make available to different RUs premises located so that they can serve their on-board personnel within the scope that they define. In addition, in some stations, where premises are not available, the railway infrastructure manager may provide spaces for railway undertakings to install a module to provide the service. These modules shall have the approval of the infrastructure manager Premises dedicated to attending on board service personnel shall be identified in the Commercial Services plan to RUs, which shall be made available to them upon request. Premises shall have electrical outlets to install RUs own equipment. Within the premises the RU shall be able to install all furniture and equipment as deemed necessary to attend on board service personnel. The installation of information supporting media outside the premises or located on the premises façade, in order to view from outside the premises, is not authorized, except for a n undertaking corporate identification. For any necessary adaptation work inside the premises, the approval of the project expressly endorsed by the railway infrastructure manager shall be 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.
SERVICE PLANNED 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 necessary, 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	STORAGE SPACE FOR 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 dimensions of the locker shall not exceed 2m2. The design shall be approved by ADIF - Alta Velocidad. 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	PLATFORM ACCESS CONTROL POINT
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	SPACE FOR LAST MINUTE POINT OF SERVICE
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	Adif shall be able to facilitate to different RUs counters, at boarding areas, to provide this service. These items can be fixed or mobile. The spaces shall have electrical outlets and communications to install equipment for RUs There shall be two possibilities of last minute point of attention: • Space up to 2 sqm (to install a counter) in or near boarding areas. In this case they may be fixed or mobile. • Space up to 15 sqm outside boarding areas to install a counter or client service space.
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	Invoicing units are: • €/desk-month, for spaces up to 2 sqm in boarding areas. • €/sqm-month, for spaces up to 15 sqm outside boarding areas. Prices specified in section 7.3.2.4 Electricity consumption is not included in the price 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 On fixed counters of 2 sqm and up to 15 sqm Electricity consumption is not 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 service hours 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.

FEE FOR THE USE OF SERVICE FACILITIES EXCLUSIVELY OWNED AND MANAGED BY THE GENERAL INFRASTRUCTURE MANAGERS

In accordance with Law 38/2015, Article 96.1 of the Rail Sector, railway infrastructure managers will collect fees as defined hereunder from railway undertakings using the lines in the General Interest Railway Network, as well as passenger transport stations, freight transport terminals and other service facilities. These shall be known as rail tariffs.

With the entry into force of the 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), the charges shall be determined by the Managers of Railway Infrastructure, approving a Regulation signed by the Board of Directors that must be published in the Official State Gazette and included in the Network Statement.

The Board of Directors of ADIF in the exercise of the powers conferred upon it, at its meeting held on 30th September 2024, after receiving the opinion of the Council of State, approved the Regulation for the determination of railway fees, published in the Spanish Official State Gazette No. 260 of 28th October 2024, which will come into force on 1st November 2024, and which is incorporated in this Network Statement.

Similarly, point 7 of the First Transitional Provision of the Regulation for the determination of railway fees, Subsidy for tariff compensation to the railway Infrastructure Manager ADIF, stipulates that

"The Spanish Ministry of Transport and Sustainable Mobility, based on the provisions of the agreement signed with the State-Owned Business Entity ADIF-Alta Velocidad: "The Agreement between the Ministry of Transport and Sustainable Mobility (General State Administration) and ADIF, for the economic sustainability of the railway infrastructures that make up its network, for the period 2021-2025, dated 26 July 2021 (published in the Spanish Official State Gazette no. 185 of 4 August 2021), which provides for contributions to compensate for rate reductions, will compensate the railway Infrastructure Managers for the difference between the fees that these entities should have received through the application of the unit amounts provided for in Titles II and III of this Regulation and those actually paid by those obliged to pay as a result of the statements issued with the unit amounts established in this transitional provision".

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 96.5 of the LSF.

The actual budget for the charges tariffs under Article 98 shall be for using service facilities, managed only by the general infrastructure managers, in the following terms

A. Tariff for using passenger stations (Mode A).

B. Tariff for using other infrastructure general managers service facilities (mode B). This mode includes using 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. sidings and to perform certain operations.

The following tariff modes are distinguished:

a) Mode B1 - Use of sidings, train setting and shunting, maintenance, washing, cleaning and fuel supply.

b) Mode B2 - Passenger station tracks used as sidings.

c) 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 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.

For the use of service facilities in modes B and C , the acquisition of capacity in the facility shall be required, as requested by the payer to the railway infrastructure manager, except for tracks used at passenger stations, i.e. sidings. The infrastructure manager may allocate capacity on full tracks, for continuous years or months, or for specific periods of hours or days, by means of the corresponding procedure, which will be published in the network statement. The capacity shall never be allocated to third parties.

For tracks at passenger stations like sidings, the infrastructure managers shall use track occupancy charts at stations.

In modes B and C, and if it is not saturated, the facility may be used by several tenderers for the same time period, even if the facility is initially allocated to a principal tenderer.

The implementation criteria shall be determined by the infrastructure managers.

Railway undertakings using service facilities of every mode shall pay these tariffs. Modes B and C shall consider other applicants such as railway rolling stock holders, transport agents, loaders, combined transport operators and other service providers.

The tax period coincides with the calendar month.

The accrual occurs on the last day of the tax period.

These modes shall be charged to the tax period when the service facilities are used or could have been used.

Notifications of paid railway charges shall preferably be made by electronic means and, in any case, if the interested party is obliged to receive them by this means.

Payment shall be made within twenty working days upon notification by bank transfer to the account of the credit institution that provided the cash service to this Administration, and which shall be indicated in the settlement. Payment shall be deemed to have been made on the date when the corresponding amount entered into the account as under General Collection Regulations, article 37.

The executive collection period begins the day after aforementioned expiration, and the surcharges of the executive period shall be accrued as from this day (in accordance with General Tax Law and General Budget Law)

For the determination of the amount of the fees regulated in article 98, the following criteria shall apply, to which a reasonable profit may be incorporated:

A) FEE FOR THE USE OF PASSENGER TRANSPORT STATIONS (MODALITY A)

This modality will cover the costs associated with the maintenance and upkeep of stations, replacement costs and financial expenses, as well as those associated with the provision of mandatory reception services essential for the use of stations, such as information on the location of services and trains, air conditioning, cleaning, surveillance and security checks on passengers and their luggage. For these purposes, the Network Statement may include a classification of stations into categories derived from the services provided therein.

For a more accurate cost assessment, the types of trains and stops are taken into account, as well as whether they are made outside station opening hours.

The amounts shall apply to each stop at the station where passenger services are provided or for each hour or fraction of an hour of non-standard opening of the stations and shall be published in the Network Statement.

In determining this type of fee, Infrastructure Managers will consider criteria that take into account the intensity of use of passenger stations, based on the number of passengers embarking and disembarking at the station.

The fee triggering event, in accordance with the provisions of article 98.1 of Law 38/2015, of September 29, of the Railway Sector (LSF), is the use of passenger transport stations.

The full fee shall be determined on the basis of the category of stations published in this Network Statement, on the basis of the classification criteria set out in Annex III to the Regulations on the determination of railway charges and, in addition, for each stop at the station where passenger services are provided, taking into account the intensity of use of the passenger stations, on the basis of the number of passengers embarking and disembarking at the station and, in the case of non-standard opening of the station, on the basis of the opening time (hour or fraction thereof), according to the following rates:

The rate to be applied at a station for each passenger embarking or disembarking is that of the category immediately below, if the number of basic services provided is equal to or less than the number of basic services included in the lower category, plus half the difference up to the number of basic services in the higher category. Once reclassified to the lower category, the process is repeated if the number of services provided warrants it.

If a basic service is not provided by the usual means, but is still provided in a 'downgraded' state, i.e. it is provided anyway, it is counted in the number of basic services provided. The Infrastructure Manager shall notify railway operators of this circumstance as soon as it becomes known.

The modification of the fee will not be applicable to category 5, as this is the lowest category.

The amount of this type of fee will be calculated:

a) At category 1, 2, 3, 4 or 5 stations, multiply the unit rate by the number of stops, considering the category of the station, the type of stop and the type of train, and based on the following rates.

FEE FOR THE USE OF PASSENGER TRANSPORT STATIONS · MODALITY A				
CLASSIFICATION SEASON	STOP TYPE	LONG DISTANCE	INTERURBAN	URBAN-SUBURBAN
		€/TRAIN STOP		
1	DESTINATION	164,0000	33,7842	8,1082
	INTERMEDIATE	63,7800	13,1383	3,1532
	ORIGIN	182,2200	37,5380	9,0091
2	DESTINATION	78,1100	16,0904	3,8617
	INTERMEDIATE	30,3800	6,2574	1,5018
	ORIGIN	86,7900	17,8782	4,2908
3	DESTINATION	75,2111	15,0422	3,6101
	INTERMEDIATE	29,2487	5,8497	1,4039
	ORIGIN	83,5678	16,7136	4,0113
4	DESTINATION	33,4830	6,6966	1,6072
	INTERMEDIATE	13,0212	2,6042	0,6250
	ORIGIN	37,2034	7,4407	1,7858
5	DESTINATION	13,4793	2,6959	0,6470
	INTERMEDIATE	5,2419	1,0484	0,2516
	ORIGIN	14,9770	2,9954	0,7189

In the Reference Tables, the Stations are classified by category

The above rate will increase taking into consideration the intensity of use of the station. For this purpose, the number of passengers embarking and disembarking at each stop in the station, as declared by the railway undertakings, differentiated by type of passenger, shall be counted and multiplied by the following rates:

FEE FOR THE USE OF PASSENGER TRANSPORT STATIONS (INTENSITY OF USE OF PASSENGER STATION FACILITIES)			
€ / PASSENGER EMBARKED AND DISEMBARKED	LONG DISTANCE	INTERURBAN	URBAN-SUBURBAN
	0,4084	**0,0871**	**0,0209**

Therefore, the net fee for the use of passenger transport stations of category 1, 2, 3, 4 or 5 will be calculated by applying the following formula:

$$\mathbf{CI = P + FI}$$

Where: :

CI = Full amount.

P = Stops is the amount obtained by multiplying the unit rate for each stop, according to the category of station, type of stop and type of train, by the number of monthly stops made by each train

FI = Intensity factor for the use of station facilities, calculated on the basis of the number of passengers embarking and disembarking at each station stop, as declared monthly by the railway undertakings, multiplied by the rate according to the type of passenger.

b) In category 6 stations, applying to each commuter hub the unit amounts resulting from the operating costs of all stations in this category per commuter hub.

The fee is established per line or commuter hub and per year, and is paid in twelve monthly installments as follows:

FEE FOR THE USE OF PASSENGER STATIONS · CATEGORY 6	
HUB	MONTHLY AMOUNT: EUROS
Asturias	7.046
Barcelona	59.783
Bilbao	24418
Cádiz	291
Madrid	274.035
Málaga	26.728
Murcia	3.733
San Sebastián	27.269
Santander	1.927
Sevilla	2.220
Valencia	11.229
Asturias (RAM)	15.078
Murcia (RAM)	4.987
Cantabria (RAM)	7.969
Vizcaya (RAM)	2.123
León (RAM)	3.376
Monthly Total	**472.212**

c) For out-of-hours services, the full fee will be calculated by multiplying the unit rate below by the number of hours or fraction of the out-of-hours hours of the stations, depending on the category of station.

This modality is applied in the case of special passenger trains stopping at stations outside their opening and closing hours, which requires an exceptional opening of the same.

The opening and closing times of passenger stations, excluding commuter and narrow gauge stations, are available on the Infrastructure Manager's website as an Annex to this Network Statement.

The applicable amounts per hour and fraction of an hour are:

FEE FOR NON-STANDARD OPENING OF STATIONS	
STATION CATEGORY	€/HOUR
1	632
2	108
3	51
4	23
5	10
6	7

In the Reference Tables, the Stations are classified by categories.

To determine this fee, those obliged to pay must submit a monthly information declaration with the number of passengers embarking and disembarking.

The information declaration must be made in a file with the following data and structure:

- Train number 5 bytes.
- Travel date format YYYYMMDD 8 bytes.
- Operator code 2 bytes.
- Embarkation Station Code 5 bytes.
- Disembarkation Station Code 5 bytes.
- Number of passengers 7 bytes.
- Route (Always D 1 byte.
- Train type 1 byte.
  - **L** - LD/AVE Long Distance / High Speed
  - **I** - Interurban,
  - **U** - Urban.

B) FEE FOR THE USE OF OTHER SERVICE FACILITIES, (MODALITY B)

The modality relating to the use of sidings, train formation and shunting, maintenance, washing and cleaning and fuel supply pass on the costs directly linked to the maintenance and replacement of the facilities used. The amount depends on the characteristics of the track used and its equipment, as well as the time of use, which can be expressed in years, months, days or authorised hours of use. In order to ensure that these facilities are managed efficiently, the calculation methodology will include a performance coefficient that will allow for the application of discounts or surcharges based on this time of use.

Similarly, Infrastructure Managers may authorise, by publication in the Network Statement, the application of a concurrency discount where the facility is used by a Main Contractor and one or more Secondary Contractors, and of a longevity bonus on those lines identified as suitable for this purpose.

This modality may also include, under the conditions defined by the general Infrastructure Managers and published in the Network Statement, a surcharge to penalise cases where capacity, having been allocated for a specific facility and a specific period, is cancelled before the end of the allocated period.

The catalogue of available tracks, their characteristics and equipment will be published in the Network Statement.

If passenger tracks are used as sidings, the fee will be calculated on the basis of the stabling time and the time when the station is likely to be congested. There is usually a fifteen minute period during which the fee does not apply.

For the purpose of calculating the time spent stabling at platforms, intermediate stops on a commercial journey shall not be taken into account, nor shall stops where the Infrastructure Manager decides that the train should remain on the stabling track.

To calculate the fee in this case of use of tracks as sidings, the Infrastructure Manager will use the graphs of track

occupancy at stations by scheduled trains from the last current financial year, which will be available to the party liable to pay.

The costs attributable to this type of use of passenger station tracks as sidings correspond to the costs directly associated with the maintenance and upkeep of the facilities used.

The costs that may be passed on in this type of fee for the use of service facilities are those directly related to the maintenance and upkeep of the facilities, machinery and equipment used.

The fee triggering event, in accordance with the provisions of article 98.1 of Law 38/2015, of September 29, of the Railway Sector (LSF), is the use of sidings, train formation and shunting, maintenance, washing and cleaning and fuel supply. This modality will also include the use of tracks in passenger stations as sidings and for carrying out certain operations.

The following types of fee are distinguished:

a) Modality B1 - Use of sidings, train formation and shunting, maintenance, washing, cleaning and fuel supply.

b) Modality B2 - Passenger station tracks used as sidings. .

c) Modality B3 – Tracks used to carry out certain operations, distinguishing, in turn, 2 types:

1st Type A: Minimum cleaning of the interior and/or exterior (fronts and glass of doors and windows).

2nd Type B: Loading and unloading operations of on-board services, use of water connections, use of fuel facilities, use of electrical connections, use of WC emptying facilities and equipment used.

* **For modality B1**, the total fee will be the result of the calculation of the amount for the use of the entire authorised track, the amount related to the equipment with which this track is equipped and the amount of optional equipment requested, applying the unit amount of each concept to the corresponding units, prorated for the requested period and affected by the performance coefficient based on the time subject to authorisation (years, months, days, hours), according to the following formula:

Fee B1 = (C base + C equipment) × T × K (formula d.1)

Where:

C base = (Track length × Ctrack) (Overhead line length × Coverhead line) (No. of switches × Cswitch)

C equipment =(Σin = 1Li * Clineequipmenti) Σin = 1n.o i * Clineequipmenti.$_i$

T = Number of years authorised for annual periods.

T = Number of months authorised/12 for monthly periods.

T = Number of days authorised/365 for periods by days.

T = Number of hours authorised/8760 for hourly periods

K = Performance coefficient, which allows the application of discounts/surcharges based on the time subject to authorisation, according to the following table:

PERIOD OF CONTINUOUS USE	PERFORMANCE COEFFICIENT
For 4 years	0,96
For 3 years	0,97
For 2 years	0,98
For 1 year	1,00
For months	1,35

PERIOD OF OCCASIONAL USE	PERFORMANCE COEFFICIENT
By days	2,00
By hours	2,50

The minimum amount for the use of refuelling service facilities, for all ADIF-Alta Velocidad fuel supply points, fixed and mobile, will be €3.7500.

The minimum amount for the use of the remaining service facilities subject to this modality will be equivalent to a minimum period of use of each service facility of 4 hours.

Similarly, discounts for concurrency, where a facility is used by a main contractor and one or more secondary contractors, and discounts for long-term stock, as defined in the LSF, are applied.

There are also surcharges or penalties to be paid by a fee payer who, having received an allocation of capacity for a particular facility and period, cancels that allocation before the end of the allocated period, as specified in the LSF.

For the calculation of the Base Component the following amounts are established:

FEE FOR THE USE OF SIDINGS FOR TRAIN FORMATION AND SHUNTING, MAINTENANCE, WASHING AND CLEANING AND FUEL SUPPLY, (MODALITY B)	
BASE COMPONENTS	
C Track	5.4020 € /m of track / year
C Overhead line	1.8260 € / m of overhead line / year
C Type I Switch (manual)	564.7550 € / unit / year
C Type II Switch (remote control)	2,165.9540 € / unit / year
TRACK-RELATED EQUIPMENT COMPONENTS	
C Corridor between tracks	1.1910 € / m of track / year
C Track lighting	1.3680 € / m of track / year
C Yard lighting	2.0260 € / m of track / year
C Fire protection network	5.9530 € / m of track / year
C Loading/unloading dock	52.4900 € / m of track /year
OPTIONAL EQUIPMENT COMPONENTS	
C Grease collection tray	521.5160 € / unit / year
C Fuel collection tray	820.0490 € / unit / year
C Cabin access stairs	20.9450 € / unit / year
C Discharge pit spout	118.0500 € / unit / year
C Maintenance pit (without intakes)	188.3880 € / unit / year
C Ramp for loading/unloading	602.6130 € / unit / year
C Water, electricity or compressed air supply point	43.7500 € / unit / year

a) The following discounts are established for this type of fee:

1st Concurrency bonus

Where a facility is used by a main contractor and one or more secondary contractors, the amount of the fee shall be calculated as follows:

For secondary contractors, this will be the amount resulting from applying an occasional usage coefficient K to the formula described above in this section:

$$\text{Fee B1} = (C_{base} + C_{equipment}) \times T \times K$$

For the main contractor, from the moment that the track in the facility is used by a second contractor, the amount of the fee will be the result of applying to the previous calculation formula a coefficient T equal to the difference between the time originally allocated and the time allocated to the second contractor(s). The rest of the parameters will remain as per the initial calculation.

2nd Discount for long-term stock sidings.

For those tracks which are particularly suitable for use as sidings for long-term rolling stock, a discount on the fee for this modality B1 will be applied to the basic components, as indicated in the table below, according to the category of track, as defined in the Network Statement

Sidings	Discount - Percentage
Category I	0
Category II	50

b) There are also surcharges for fee payers who, having received an allocation of capacity for a particular facility and period, cancels that allocation before the end of the allocated period, with the penalty amount determined in the following way:

1º For those facilities without reserved capacity that have been requested for an occasional period of use, for a full day or by hours:

- Cancellations made more than 24 hours prior to use of the facility will not incur any penalty.
- Cancellations made less than 24 hours before use of the facility will be subject to the full fee

2º For those facilities with reserved capacity that have been requested for a period of continuous use or for a period of occasional use for full days, cancellations must be made at least 30 calendar days in advance and:

- If 50% of the allotted period has not been used, they must pay a minimum amount equivalent to 50% of the total amount of the fee. .
- If more than 50% of the allocated period has been used, there will be no penalty.

* **For modality B2**, the full amount will be the result of applying to each train the unit rate for the stabling time based on the time period and the station category.

Two periods are distinguished according to the saturation of the stations: the period of normal saturation between 5:00 and 23:59 and the period of less saturation between 12:00 and 04:59, for which a reduced rate is set.

This modality is applied in the case of special trains stopping at stations outside their opening and closing hours, which requires an exceptional opening of the same.

The following amounts are established:

CATEGORY OF STATIONS	ORDINARY SATURATION FROM 5:00 TO 23:59 STABLING TYPE			LOW SATURATION FROM 00:00 TO 04:59 STABLING TYPE		
	A	B	C	A	B	C
	€ / Train					
1	2,2458	3,3688	4,4917	1,1229	1,6844	2,2459
2	1,1229	1,6998	2,2458	0,5615	0,8499	1,1229

In the Reference Tables, the Stations are classified by categories.

STABLING TYPE	
A	For every additional 5 minutes or fraction between 15 min. and 45 min.
B	For every additional 5 minutes or fraction between 45 min. and 120 min.
C	For every additional 5 minutes or fraction after 120 min.

There is usually a fifteen minute period during which the fee does not apply.

For the purpose of calculating the time spent stabling at platforms, intermediate stops on a commercial journey shall not be taken into account, nor shall stops where the Infrastructure Manager decides that the train should remain on the stabling track.

To calculate the fee in this case of use of tracks as sidings, the Infrastructure Manager will use the graphs of track occupancy.

* **For the B3 modality**, the full fee is the result of applying the unit rate, determined on the basis of the category of the station and the type of operation to be carried out on the train, to the number of operations of each type carried out during the stabling time.

FEE FOR USE OF TRACKS AT PASSENGER STATIONS FOR CARRYING OUT CERTAIN OPERATIONS	
OPERATION	EUROS
Train cleaning operation in category 1-2 stations.	0,6818
Train cleaning operation at other stations.	0,5681
Loading and unloading on board the train at category 1-2 stations.	0,6722
Loading and unloading on board the train at other stations.	0,5601
FOR OTHER OPERATIONS.	0,3947

In the Reference Tables, the Stations are classified by categories.

The catalogue of available tracks, their characteristics and equipment is detailed in the catalogue attached to this Network Statement

C) FEE FOR USE OF LOADING POINTS OWNED BY GENERAL INFRASTRUCTURE MANAGERS, (MODALITY C)

This method covers the costs directly associated with the maintenance and replacement of freight loading and unloading tracks and any associated ancillary equipment. For this purpose, the basic components, discounts and penalties for the fee for the use of sidings, for the formation of trains and shunting, for the maintenance of washing and cleaning and for the supply of fuel are used, to which the type of track is added, with the amounts determined by the Infrastructure Managers and published in the Network Statement.

The fee triggering event, in accordance with the provisions of article 98.1 of Law 38/2015, of September 29, of the Railway Sector (LSF), is the use of loading points owned by the general Infrastructure Managers, which includes the use of freight loading and unloading tracks.

In order to use these service facilities, it will be necessary for the party liable to pay the Infrastructure Manager to obtain capacity on the facility.

The catalogue of available loading points, the characteristics of their basic components and equipment will be published in the Network Statement.

The full fee for this modality will be the result of the calculation of the amount for the use of the entire authorised track, the component associated with the use of

the strip of surface parallel to the track (yard), the amount associated with the equipment with which this track is equipped and the amount of optional equipment requested, applying the unit amount of each concept to the corresponding units, prorated for the period requested and affected by the established performance coefficient.

The amount will be calculated by applying the following formula:

Fee C = (Cbase + Cequipment) × T × K

Where:

Cbase = (Track length × Ctrack) (Overhead line length × Coverhead line) (No. of switches × Cswitch) (Length of yard ×

The minimum fee amount for this modality will be equivalent to a minimum period of use of 8 hours.



FEE FOR USE OF LOADING POINTS OWNED BY THE GENERAL INFRASTRUCTURE MANAGERS (MODALITY C)

BASE COMPONENTS	
C Track	5.4020 € / m of track / year
C Overhead line	1.8260 € / m of overhead line/ year
C Type I Switch (manual)	564.7550 € / unit - year
C Type II Switch (remote control)	2,165.9540 € / unit / year
C Yard Type I (concrete/cobblestone)	19.3400 € / m - year
C Yard Type II (agglomerate)	11.2320 € / m - year
C Yard Type III (gravel)	5.1910 € / m - year
TRACK-RELATED EQUIPMENT COMPONENTS	
C Corridor between tracks	1.1910 € / m of track / year
C Track lighting	1.3680 € / m of track / year
C Yard lighting	2.0260 € / m of track / year
C Fire protection network	5.9530 € /m of track / year
C Loading/unloading dock	52.4900 € /m of track / year
OPTIONAL EQUIPMENT COMPONENTS	
C Grease collection tray	521.5160 € / unit / year
C Fuel collection tray	820.0490 € / unit / year
C Cabin access stairs	20.9450 € / unit / year
C Discharge pit spout	118.0500 € / unit / year
C Maintenance pit (without intakes)	188.3880 € / unit / year
C Ramp for loading/unloading	602.6130 € / unit / year
C Water, electricity or compressed air supply point	43.7500 euros/unit/year

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.

Access 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 2025 until 31 December 2025, continuing their validity as of this date until new ones are approved; they apply to the Services provided at service facilities in the General Interest Railway Network and railway service areas, managed by Adif.

SB-1	TRAIN PARKING SERVICE ON TRACKS WITH PLATFORMS FOR COMMERCIAL SERVICES OR OTHER OPERATIONS AND STORAGE SIDINGS
	The amounts are available in the previous section of Fees for the use of other service facilities of the general Infrastructure Managers, Modality B2 and B3 tracks with platforms in stations for the stabling of trains for commercial passenger services and other operations.

SB-5	ACCESS TO BUILDINGS AND PLATFORMS AT PASSENGER STATIONS FOR PASSENGERS
	The amounts are indicated in afore section about Tariffs for using passenger stations, Mode A. (*)

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	LOCAL FOR SERVICE PERSONNEL ON BOARD
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	*Charges year 2025__ 0,1178 €/Equivalent passenger*	
Stations with occasional Service	€/Assistance	*Charges year 2025__ 45,90 € /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 2025 until 31 December 2025, 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. * €/m2-month, for spaces up to 15 m2 outside 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	---------

Spaces up to 15 m2 outside boarding areas

CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
20.90	17.55	13.57	10.51	----------

On mobile counters in the 2sqm Electricity consumption is included in the price. On fixed counters of 2 sqm and up to 15 sqm Electricity consumption is not included in the price.

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
747,56	235,31	124,10	63,50	---------

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	*Charges year 2025__ 0,0131 €/Equivalent passenger*
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**.

TARIFF APPLICATION REFERENCE TABLES

Below is a nominative classification by category of stations

Nominative Classification Station.

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2025)	
CATEGORY 2	
A CORUÑA	MADRID-ATOCHA CERCANÍAS
BARCELONA ESTACIÓ DE FRANÇA	SALAMANCA
BURGOS-ROSA MANZANO	TARRAGONA
CÁDIZ	VALÈNCIA-ESTACIÓ DEL NORD
INTERMODAL ABANDO INDALECIO PRIETO	VITORIA/GASTEIZ



TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2025)			
CATEGORY 3			
ALCALÁ DE HENARES	FIGUERES	MEDINA DEL CAMPO	TORTOSA
ALCÁZAR DE SAN JUAN	FLAÇÀ	MÉRIDA	TUDELA DE NAVARRA
ALMERÍA	FUENLABRADA	MIRANDA DE EBRO	VIGO-GUIXAR
ÁVILA	GIJÓN / XIXÓN	ORIHUELA MIGUEL HERNÁNDEZ	VILANOVA I LA GELTRÚ
BADAJOZ	GRANOLLERS CENTRE	OVIEDO	VILA-SECA
BARCELONA ARC DE TRIOMF	HUELVA	PAMPLONA	VILLALBA DE GUADARRAMA
BARCELONA EL CLOT	HUESCA	PORTBOU	VILLENA
BARCELONA FABRA I PUIG	IRÚN	PUERTO DE SANTA MARÍA	VINARÒS
BARCELONA LA SAGRERA-MERIDIANA	JAÉN	PUIGCERDÀ	
BARCELONA PASSEIG DE GRÀCIA	JEREZ DE LA FRONTERA	REUS	
BARCELONA PLAÇA DE CATALUNYA	L'ALDEA-AMPOSTA-TORTOSA	SAN BERNARDO	
BENIEL	LEBRIJA	SAN FERNANDO-BAHÍA SUR	
CALDES DE MALAVELLA	LEGANÉS	SANT CELONI	
CASTEJÓN DE EBRO	L'HOSPITALET DE LLOBREGAT	SANT VICENÇ DE CALDERS	
CERDANYOLA DEL VALLÈS	LOGROÑO	SANTANDER	
ELX/ELCHE PARC	MADRID-PRÍNCIPE PÍO	SILS	

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2025)

CATEGORY 4

AEROPUERTO DE JEREZ	BELLAVISTA	CULLERA	LA ENCINA	MONFORTE DE LEMOS	PONFERRADA	SIGÜENZA
ÁGUILAS	BENICARLÓ-PEÑÍSCOLA	CUNIT	LA PALMA DEL CONDADO	MONFRAGÜE	POSADAS	SILLA
ALBUIXECH	BENICÀSSIM	DOS HERMANAS	LA RODA DE ALBACETE	MONTBLANC	PUÇOL	SITGES
ALCALÀ DE XIVERT	BILBAO-LA CONCORDIA	EL BERRÓN	L'AMETLLA DE MAR	MONTCADA I REIXAC-MANRESA	PUENTE SAN MIGUEL	SOCUÉLLAMOS
ALCOI	BILLABONA-ZIZURKIL	EL CHORRO-CAMINITO DEL REY	L'AMPOLLA-PERELLÓ-DELTEBRE	MONTCADA I REIXAC-SANTA MARIA	PUERTO REAL	SODUPE
ALGECIRAS	BOBADILLA	EL ESCORIAL	LAS NAVAS DEL MARQUÉS	MONTCADA-BIFURCACIÓ	REDONDELA	SORIA
ALHAMA DE MURCIA	BURRIANA-ALQUERÍAS DEL NIÑO PERDIDO	EL PUIG	LEGAZPI	MONZÓN-RÍO CINCA	RENEDO	TAFALLA
ALMANSA	CALAFELL	ELDA-PETRER	L'HOSPITALET DE L'INFANT	MÓRA LA NOVA	RIPOLL	TALAVERA DE LA REINA
ALMASSORA	CALAHORRA	ELX/ELCHE CARRÚS	LINARES-BAEZA	NAVALMORAL DE LA MATA	ROBLEDO DE CHAVELA	TÀRREGA
ÁLORA	CALLOSA DE SEGURA	ESTADIO	LLAMAQUIQUE	NUEVA MONTAÑA	RONDA	TERRASSA EST
ALTAFULLA-TAMARIT	CALLOSA DE SEGURA - COX	FERROL	LLANÇÀ	NULES - LA VILAVELLA	SABADELL CENTRE	TERRASSA ESTACIÓ DEL NORD
ALTSASU	CALZADA DE ASTURIAS	GALLUR	LLODIO	O CARBALLIÑO	SABADELL NORD	TERUEL
ANDOAIN-CENTRO	CAMALLERA	GANDIA	LORA DEL RÍO	ORDIZIA	SABADELL SUD	TOLOSA
ANDÚJAR	CAMBRILS	GAVÀ	LORCA-SUTULLENA	ORPESA	SAGUNT	TORELLÓ
ARANJUEZ	CAMPUS UNIVERSITARIO DE RABANALES	GUADALAJARA	LOS ROSALES	OSUNA	SALOU-PORT AVENTURA	TORREDEMBARRA
ARCADE	CARTAGENA	GUADIX	LUGO	PADRÓN	SAN ISIDRO-ALBATERA-CATRAL	TORRELAVEGA TANOS
ARÉVALO	CASPE	HERNANI-CENTRO	MAÇANET-MASSANES	PALMA DEL RÍO	SANT ANDREU	TORRELAVEGA-CENTRO
ASTILLERO	CASTELLDEFELS	HOSTALRIC	MALIAÑO LA VIDRIERA	PARQUE PRINCIPADO	SANT VICENÇ DE CASTELLET	TORRE-PACHECO
AVILÉS	CATOIRA	HUERCAL-VIATOR	MANRESA	PEDRERA	SANT VICENT CENTRE	TORRIJOS
BALSICAS-MAR MENOR	CERCEDILLA	HUMANES	MANZANARES	PEÑARANDA DE BRACAMONTE	SARRIA	TOTANA
BARBERÀ DEL VALLÈS	CERVERA	ILLESCAS	MARCHENA	PLASENCIA	SEGOVIA	UTEBO
BARCELONA TORRE BARÓ-VALLBONA	CUBELLES	IRAUREGI	MIERES-PUENTE	POLA DE LENA	SEGUNDA AGUADA	UTRERA
BEASAIN	CUENCA	LA CORREDORIA	MOLLERUSSA	POLA DE SIERO	SEGUR DE CALAFELL	VALDECILLA

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2025)						
CATEGORY 4 (continuation)						
VALDECILLA LA MARGA	VALÈNCIA-LA FONT DE SANT LLUÍS	VENTA DE BAÑOS	VILA-REAL	VILLARROBLEDO	ZALLA	ZARAGOZA-GOYA
VALDEPEÑAS	VALLE REAL	VILADECANS	VILLA DEL RÍO	VIRGEN DEL ROCÍO	ZARAGOZA MIRAFLORES	ZARZALEJO
VALÈNCIA-CABANYAL	VALLS	VILAMALLA	VILLACAÑAS	XÀTIVA	ZARAGOZA PORTILLO	ZUMARRAGA



TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2025)						
CATEGORY 5						
A CUQUEIRA	AGONCILLO	AGURAIN/SALVATIERRA DE ÁLAVA	ALCOLEA DE CÓRDOBA	ALHAMA DE ARAGÓN	ALMAZÁN VILLA	ALMORCHÓN
A FRIELA-MASIDE	AGRES	ALAGÓN	ALCOVER	ALJUCÉN	ALMENARA	ALMURADIEL-VISO DEL MARQUÉS
A POBRA DO BROLLÓN	AGUILAR DE CAMPOO	ALAR DEL REY	ALDEALENGUA	ALMADENEJOS-ALMADÉN	ALMENDRALEJO	ALTSASU-PUEBLO
A RÚA-PETÍN	AGUILAR DE SEGARRA	ALBAIDA	ALEGRÍA-DULANTZI	ALMAGRO	ALMONASTER-CORTEGANA	AMUSCO
ABEJERA	AGULLENT	ALCANADRE	ALFARO	ALMARGEN-CAÑETE LA REAL	ALMORAIMA	ANGLESOLA

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2025)

CATEGORY 5 (continuation)

ANZÁNIGO	AS NEVES	BARRIENTOS	BOÑAR	CADAVEDO	CAMP-REDÓ	CASETAS
APALLA	ASCÓ	BASURTO HOSPITAL	BORDILS-JUIÀ	CALAF	CAÑADA DEL HOYO	CASTELLNOU DE SEANA
ARAHAL	ASTORGA	BECERRIL	BORGONYÀ	CALAMOCHA	CANAVAL	CASTIELLO-PUEBLO
ARAIA	ATECA	BEIFAR	BRAÑUELAS	CALAMONTE	CAÑAVERAL	CASTILLEJO DEL ROMERAL
ARAÑALES DE MUEL	AYERBE	BELL-LLOC D'URGELL	BRAZATORTAS-VEREDAS	CALAÑAS	CANERO	CASTILLEJO-AÑOVER
ARANGUREN	BAAMONDE	BELLPUIG	BRIVIESCA	CALATORAO	CANFRANC	CASTREJÓN DE LA PEÑA
ARANGUREN-APEADERO	BABILAFUENTE	BELMONTE	BUBIERCA	CALDEARENAS-AQUILUÉ	CANGAS DE FOZ	CASTROPOL
ARBO	BADULES	BELMONTE DE PRÍA	BUFALÍ	CALDELAS	CANTALAPIEDRA	CASTUERA
ARCHENA-FORTUNA	BAIDES	BEMBIBRE	BURELA	CAMANGO	CAPÇANES	CAUDETE
ARCOS DE JALÓN	BALLOTA	BENACAZÓN	BUSDONGO	CAMARLES-DELTEBRE	CARANCOS	CAUDIEL
AREAS	BALMASEDA	BENALÚA DE GUADIX	CABANAS	CAMBRE	CARBAJALES DE ALBA	CAZALLA-CONSTANTINA
ARGUISUELAS	BALMORI	BENAOJÁN-MONTEJAQUE	CABAÑAS DE ALISTE	CAMINREAL-FUENTES CLARAS	CARBONERAS DE GUADAZAÓN	CECEBRE
ARIJA	BARALLOBRE	BENIGÀNIM	CABAÑAS DE EBRO	CAMPANARIO	CARDEÑOSA DE ÁVILA	CECEDA
ARIZA	BARBANTES	BERANGA	CABAÑAS DE VIRTUS	CAMPDEVÀNOL	CARIÑENA	CELLA
ARLA BERRÓN	BÁRCENA	BERCEDO-MONTIJA	CABEZA DEL BUEY	CAMPILLO	CARRASCOSA DE HENARES	CELORIO
ARRIATE	BARCIA	BETANZOS-CIDADE	CABEZÓN DE LA SAL	CAMPILLOS	CARRIÓN DE LOS CÉSPEDES	CELRÀ
ARRIONDAS	BARRA DE MIÑO	BETANZOS-INFESTA	CABEZÓN DEL PISUERGA	CAMPO DE CRIPTANA	CARTAVIO	CERCEDA-MEIRAMA
ARROYO DE MALPARTIDA	BARRACAS	BIDUEIROS	CABRA DEL SANTO CRISTO Y ALICÚN	CAMPOMANES	CASAS DE MILLÁN	CERDIDO
ARTZENTALES	BARREIROS	BINÉFAR	CADAGUA	CAMPORROBLES	CASATEJADA	CEREZAL DE LA GUZPEÑA

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2025)

CATEGORY 5 (continuation)

CESANTES	CUDILLERO	EL TAMUJOSO	FERRERUELA DE TÁBARA	GIBAJA	HERAS	LA CARRERA DE SIERO
CESURAS	CUENCABUENA	ELS GUIAMETS	FILGUEIRA	GIBRALEÓN	HERRADÓN-LA CAÑADA	LA ERCINA
CETINA	CUEVAS	ELVIÑA-UNIVERSIDADE	FIÑANA	GOLMÉS	HERRERA DEL PISUERGA	LA ESPINA
XILXES	CUEVAS DE VELASCO	EMBID DE JALÓN	FLIX	GOMECELLO	HOZ DE ANERO	LA FARGA DE BEBIÉ
CHILLARÓN	CUMBRES MAYORES	ENCINACORBA	FOLGUEIRO	GRADO	HUETE	LA FLORESTA
CICERO	CURTIS	ENTRAMBARRÍAS	FONCIELLO	GRAJAL	HUMANES DE MOHERNANDO	LA GINETA
CIEZA	DAIMIEL	ÉPILA	FORNELLS DE LA SELVA	GRAÑÉN	INFIESTO	LA GRANJA
CILLAMAYOR	DON BENITO	ERUSTES	FOZ	GRIJOTA	INFIESTO-APEADERO	LA LLAMA DE LA GUZPEÑA
CINCO CASAS	DOSANTE CIDAD	ESCACENA	FREGENAL DE LA SIERRA	GRISÉN	IZNALLOZ	LA MAGDALENA
CISNEROS	DUEÑAS	ESPASANTE	FRESNO EL VIEJO	GUADALCANAL	JABUGO-GALAROZA	LA MOLINA
CISTIERNA	DUESAIGÜES-L'ARGENTERA	ESPELÚY	FRIEIRA	GUADALMEZ-LOS PEDROCHES	JACA	LA PLANA-PICAMOIXONS
COCENTAINA	EL BARCENAL	ESPINOSA DE HENARES	FRÓMISTA	GUADIANA	JADRAQUE	LA POBLA DEL DUC
COLERA	EL BURGO RANERO	ESPINOSA DE LOS MONTEROS	FUENTE DEL ARCO	GUALBA	JÉRICA-VIVER	LA POLA DE GORDÓN
COLLOTO	EL CARPIO	ESPINOSA DE VILLAGONZALO	FUENTE SANTA DE NAVA	GUARDO	JIMENA DE LA FRONTERA	LA PUEBLA DE ARGANZÓN
COLOMBRES	EL CARRIÓN	ESTEIRO	FUENTES	GUARDO-APEADERO	JIMERA DE LÍBAR	LA PUEBLA DE HÍJAR
CORCOS-AGUILAREJO	EL COBUJÓN	ETXARRI ARANATZ	FUENTES DE EBRO	GUAREÑA	JÓDAR-ÚBEDA	LA RIBA
CORTES DE LA FRONTERA	EL ESPINAR	FABARA	GÁDOR	GUDILLOS	JUNEDA	LA ROBLA
CORTES DE NAVARRA	EL HIGUERÓN	FAIÓ-LA POBLA DE MASSALUCA	GAMA	GUILLAREI	KARRANTZA	LA SELVA DEL CAMP
COVAS	EL PEDROSO DE LA ARMUÑA	FAZOURO	GARROVILLA-LAS VEGAS	GUIMORCONDO	LA ALAMEDILLA	LA VECILLA
COVAS DE VIVEIRO	EL PIMPOLLAR	FÉCULAS-NAVARRA	GAUCÍN	GUITIRIZ	LA ARGAÑOSA-LAVAPIÉS	LA ZAIDA-SÁSTAGO
CRESPOS	EL PITO PIÑERA	FERRERÍAS	GENOVÉS	HARO	LA ASUNCIÓN UNIVERSIDAD	LABACENGOS
CUBILLAS DE SANTA MARTA	EL ROMERAL	FERRERUELA	GÉRGAL	HELLÍN	LA CARIDAD	LAGO

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2025)

CATEGORY 5 (continuation)

LALÍN	LLERENA	MARRÓN	MONTEFURADO	NIEBLA-PUERTA DEL BUEY	ORDES	PEDROSA
LAMAS	LLOVIO	MARZÁN	MONTES CLAROS	NISTAL	OREJO	PEDROSO
LAS CABEZAS DE SAN JUAN	LOIBA	MATALLANA	MONTIJO	NOBLEJAS	OROPESA DE TOLEDO	PEDROSO DE NARÓN
LAS CALDAS DE BESAYA	LONGARES	MATAPORQUERA	MONTIJO-EL MOLINO	NOIS	ORTIGOSA DEL MONTE	PEÑAFLOR
LAS CAMPAS	LOS ÁNGELES DE SAN RAFAEL	MATAPOZUELOS	MONZÓN DE CAMPOS	NONASPE	ORTIGUEIRA	PEÑAFLOR DE GRADO
LAS CAMPAS DE CASTROPOL	LOS BARRIOS	MATILLAS	MORA DE RUBIELOS	NOVELDA-ASPE	OS CASTROS	PENDUELES
LAS CUEVAS	LOS CARABEOS	MAVE	MORATA DE JALÓN	NOVELLANA	OS PEARES	PERBES
LAS MAZAS	LOS CORRALES DE BUELNA	MEDAL	MOREDA	NUEVA	OSEBE	PERLÍO
LAS MELLIZAS	LOS MILANOS	MEDINACELI	MORÉS	NULLES-BRÀFIM	OSORNO	PESUÉS
LAS ROZAS DE VALDEARROYO	LOS SANTOS DE MAIMONA	MENGÍBAR-ARTICHUELA	MORISCOS	O ALTO DO CASTIÑEIRO	OTERO-HERREROS	PIÑA
LECHAGO	LOZA	MERCADILLO-VILLASANA	MOSENDE	O BARCO DE VALDEORRAS	OTUR	PIÑEIROS
LES BORGES BLANQUES	LUARCA	MERES	MUROS DE NALÓN	O BARQUEIRO	OZA DOS RÍOS	PIÑERA-VILLAORIL
LES BORGES DEL CAMP	LUCENI	MIMETIZ	NANCLARES-LANGRAIZ	O BURGO-SANTIAGO	OZANES	PIÑOI
L'ESPLUGA DE FRANCOLÍ	MADEIRO	MINAYA	NARROS DEL CASTILLO	O IRIXO	PADRÓN BARBANZA	PINTUELES
LIERES	MAGAZ	MIÑO	NAVA	O PONTO	PALANQUINOS	PITIEGUA
LIMPIAS	MALIAÑO	MIRABEL	NAVA DEL REY	O PORRIÑO	PANCORBO	PLANOLES
LINAREJOS-PEDROSO	MANLLEU	MOECHE	NAVALPERAL	O VICEDO	PARACUELLOS-SABIÑÁN	PLASENCIA DE JALÓN
LINARES-CONGOSTINAS	MANZANOS	MONREAL DE ARIZA	NAVARRETE	OCAÑA	PAREDES DE NAVA	PLASENCIA DEL MONTE
LLAMES	MARÇÀ-FALSET	MONREAL DEL CAMPO	NAVAS DE RIOFRÍO-LA LOSA	OLITE/ERRIBERRI	PARGA	POLICLÍNICO
LLANES	MARCILLA DE NAVARRA	MONTABERNER	NAVIA	ONTÍGOLA	PEDRELO-CÉLTIGOS	PONTE MERA
LLANO	MARÍA DE HUERVA	MONTEARAGÓN	NEDA	ONTINYENT	PEDROLA	PONTECESURES

NETWORK STATEMENT 2025 AUH_ V.0 (ED 28/02/2025)

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2025)

CATEGORY 5 (continuation)

PONTEDEUME	QUINTANA DE LOS PRADOS	RIGLOS	SAN CLAUDIO	SANDICHE	SARRACÍN DE ALISTE	TARDELCUENDE
PONTEVEDRA-UNIVERSIDAD	QUINTANA DEL PUENTE	RIGLOS-CONCILIO	SAN CLODIO	SANT GABRIEL	SARRIÓN	TARDIENTA
POO	QUINTANA REDONDA	RINCÓN DE SOTO	SAN CLODIO-QUIROGA	SANT GUIM DE FREIXENET	SAX	TEIXEIRO
PORQUEROS	QUINTANA-RANEROS	RINLO	SAN COSME	SANT JORDI DESVALLS	SEBARES	TEMBLEQUE
PORTELA	QUINTANILLA DE LAS TORRES	RIUDECANYES-BOTARELL	SAN CRISTÓBAL	SANT MARTÍ SESGUEIOLES	SEDES	TERRER
POSADA	QUINTO	RIUDELLOTS	SAN FELIZ	SANT MIQUEL DE FLUVIÀ	SEGORBE-CIUDAD	TOCINA
POUSA-CRECENTE	RÁBADE	ROBREDO AHEDO	SAN JUAN DEL PUERTO	SANT QUIRZE DE BESORA-MONTESQUIU	SEGUERS-SANT PERE SALLAVINERA	TOL
POZALDEZ	RAJADELL	RODA DE BARÀ	SAN MARTÍN DE LUIÑA	SANTA CRUZ DE LA ZARZA	SELA	TORAL DE LOS VADOS
PRADELL	REDONDELA-AV	RODA DE MAR	SAN MIGUEL DE LAS DUEÑAS	SANTA CRUZ DE MUDELA	SENRA	TORAÑO
PRADO DE LA GUZPEÑA	REDONDELA-PICOTA	ROIZ	SAN MORALES	SANTA EULALIA DEL CAMPO	SETENIL	TORO
PRAVIA	REDONDO	RUBIELOS DE MORA	SAN PABLO	SANTA ICÍA	SOBRADELO	TORRALBA
PUEBLA DE SANABRIA	REINANTE	RUEDA DE JALÓN-LUMPIAQUE	SAN PEDRO DEL ARROYO	SANTA LUCÍA	SONCILLO	TORRE DEL BIERZO
PUEBLA DE VALVERDE	REINOSA	SABIÑÁN	SAN PEDRO DO SIL	SANTA MARÍA DE HUERTA	SORRIBA	TORREBLANCA
PUENTE AGÜERO	RIBADAVIA	SABIÑÁNIGO	SAN RAFAEL	SANTA MARÍA DE LA ALAMEDA-PEGUERINOS	SOTO DE DUEÑAS	TORRIJO DEL CAMPO
PUENTE ALMUHEY	RIBADEO	SAHAGÚN	SAN ROMÁN	SANTA MARÍA DE MERA	SOTO DE LUIÑA	TOSES
PUENTE DE LOS FIERROS	RIBADESELLA	SALILLAS DE JALÓN	SAN ROQUE DEL ACEBAL	SANTA MARÍA Y LA PEÑA	SOTO UDRIÓN	TRASLAVIÑA
PUERTO ESCANDÓN	RIBAFORADA	SALINAS DE PISUERGA	SAN ROQUE-LA LÍNEA	SANTA MARINA	SOTOSCUEVA	TRECEÑO
PUIGVERD DE LLEIDA-ARTESA DE LLEIDA	RIBA-ROJA D'EBRE	SALOMÓ	SAN SADURNIÑO	SANTAS MARTAS	TABLADA	TRETO
PURROY	RIBES DE FRESER	SALVATERRA	SAN VICENTE DE ALCÁNTARA	SANTIBÁÑEZ DE LA PEÑA	TABLIZO	TRUBIA
QUEREÑO	RICLA-LA ALMUNIA	SAMPER	SAN VICENTE DE LA BARQUERA	SANTO ESTEVO DO SIL	TAPIA	TUI
QUERO	RIELLS I VIABREA-BREDA	SAN CIBRAO	SAN XOÁN	SARIÑENA	TARANCÓN	UDALLA

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2025)

CATEGORY 5 (continuation)

UHARTE-ARAKIL	VALDELAMUSA	VEGUELLINA	VILLADEPALOS	VILLANUEVA DE LA SERENA	VILLAVERDE DE PONTONES	XUANCES
UJO	VALDESTILLAS	VIANA	VILLADOZ	VILLANUEVA DEL RÍO-MINAS	VILLAVERDE DE TRUCIOS	XUVIA
ULLDECONA-ALCANAR-LA SÉNIA	VALDETORRES	VIDIAGO	VILLAFRANCA DE LOS BARROS	VILLAPEDRE	VILLAVERDE TARILONTE	YÉMEDA-CARDENETE
UNGO NAVA	VALDREDO	VILABELLA	VILLAFRANCA DE NAVARRA	VILLAQUIRÁN	VÍLLORA	YUNQUERA DE HENARES
UNIVERSIDAD DE ALICANTE	VALENCIA DE ALCÁNTARA	VILAJUÏGA	VILLAFRANCA DEL CAMPO	VILLAR DE GALLIMAZO	VIMBODÍ I POBLET	ZAFRA
UNQUERA	VALLADOLID UNIVERSIDAD	VILAMARTÍN DE VALDEORRAS	VILLAHERMOSA	VILLARRASA	VINAIXA	ZAFRA FERIA
URTX-ALP	VALLE DE LAS CASAS	VILAVEDELLE	VILLAHORMES	VILLARREAL DE HUERVA	VIRXE DO MAR	ZARAMILLO
UXES	VALLOBÍN	VILAVERD	VILLAMANÍN	VILLARRUBIA DE CÓRDOBA	VIVEIRO	ZORROTZA-ZORROZGOITI
VADO-CERVERA	VEGA DE ANZO	VILCHES	VILLAMAYOR	VILLARRUBIA DE SANTIAGO	VIVEIRO-APEADERO	
VAL DE PILAS	VEGADEO PUEBLO	VILLADA	VILLANÚA-LETRANZ	VILLASEQUILLA	XOVE	
VALCUENDE	VEGA-MAGAZ	VILLADEMAR	VILLANUEVA DE GÁLLEGO	VILLAVANTE	XOVE-POBO	



TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2025)

CATEGORY 6

ABAROA-SAN MIGUEL	ALGIMIA CIUDAD	ARRIGORRIAGA	BENALMÁDENA-ARROYO DE LA MIEL	CANCIENES	CECEÑAS	CUATRO VIENTOS
ABLAÑA	ALJAIMA	ARTXUBE	BENDICIÓN	CANDÁS	CENTELLES	CURUXONA
ABOÑO APEADERO	ALMENDRICOS	ASAMBLEA DE MADRID-ENTREVÍAS	BENIFAIÓ	CANDÁS-APEADERO	CENTRO DE TRANSPORTES	DELICIAS
ABREVADERO	ALPEDRETE	ATEGORRIETA	BEZANA	CANET DE MAR	CERDANYOLA UNIVERSITAT	DESERTU-BARAKALDO
ACES	ALTAMIRA	AUTONOMÍA	BIDEBIETA-BASAURI	CANTAELGALLO	CHESTE	DOCE DE OCTUBRE
ADARZO	ALUCHE	AVIADOS	BLANES	CANTILLANA	CHIVA	EL BARRIAL-CENTRO COMERCIAL POZUELO
AEROPORT	ALUMBRES	AVILÉS-APEADERO	BLIMEA	CARBAYÍN	CIAÑO	EL CALEYO
AEROPUERTO	ALZIRA	AZUQUECA	BOO	CARCAIXENT	CIAÑO-ESCOBIO	EL CÁÑAMO
AEROPUERTO T4	AMETZOLA	BADALONA	BOO DE PIÉLAGOS	CARDEDEU	CIEMPOZUELOS	EL CASAR
AGUDA	AMURRIO	BAIÑA	BRENES	CARROCERA	CIRCUIT RICARDO TORMO	EL ENTREGO
ÁGUILAS EL LABRADORCICO	AMURRIO IPARRALDE	BAKIOLA	BRINKOLA	CARTAGENA-PLAZA BASTARRECHE	COLEGIO	EL ENTREGO-LA OSCURA
ALCALÁ DE HENARES UNIVERSIDAD	ANDOAIN	BALENYÀ-ELS HOSTALETS	BUÑOL	CÁRTAMA	COLLADO MEDIANO	EL ESTRECHO
ALCANTARILLA LOS ROMANOS	ANOETA	BALENYÀ-TONA-SEVA	CABAÑAQUINTA	CARTUJA	COLLANZO	EL GOLOSO
ALCOBENDAS-SAN SEBASTIÁN DE LOS REYES	ARAKALDO	BARREDA	CABORANA	CARVAJAL	COLMENAR VIEJO	EL MASNOU
ALCOLEA DEL RÍO	ARAVACA	BARREDOS	CABRERA DE MAR-VILASSAR DE MAR	CASAR DE PERIEDO	CORIGOS	EL PAPIOL
ALCORCÓN	ARBIDE	BARRILLOS	CALDES D'ESTRAC	CASTELLBELL I EL VILAR-MONISTROL DE MONTSERRAT	CORNELLÀ	EL PARADOR
ALDAIA	ARENAS DE IGUÑA	BARRIO DE LAS OLLAS	CALELLA	CASTELLBISBAL	CORTADURA	EL PINILLO
ALEGIA	ARENYS DE MAR	BARROS	CAMAS	CATARROJA	COSLADA	EL POZO
ALFAFAR-BENETÚSSER	ARETA	BASAURI	CAMPANILLAS	CAUDALIA	CREVILLENT	EL PRAT DE LLOBREGAT
ALGEMESÍ	ARRANKUDIAGA	BELLVITGE-GORNAL	CAMPOHERMOSO	CAZOÑA	CRISTALERÍA	EL REBOLLAR

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2025)

CATEGORY 6 (continuation)

EL REMEDIO	GETAFE CENTRO	ITSASONDO	LA IBERIA	L'ARBOÇ	LIÉRGANES	LUGO DE LLANERA
EL ROMANÍ	GETAFE INDUSTRIAL	JARAVÍA	LA LLAGOSTA	LAS ÁGUILAS	LLANO DEL BEAL	LUGONES
EL VENDRELL	GETAFE SECTOR 3	JARDINES DE HÉRCULES	LA LLOSA	LAS ALETAS	LLARANES	LUIAONDO
ELS MONJOS	GILET	KASTREXANA	LA LOSILLA	LAS FRAGUAS	LLINARS DEL VALLÈS	LUTXANA-BARAKALDO
EMBAJADORES	GOLBARDO	LA CALZADA	LA MATA DE LA RIBA	LAS MARGARITAS	LOIOLA	MADRID-NUEVOS MINISTERIOS
ESTADIO OLÍMPICO	GORNAZO	LA CANTÁBRICA	LA PEÑA DE BILBAO	LAS MATAS	LOMBERA	MADRID-RECOLETOS
ESTIVELLA-ALBALAT DELS TARONGERS	GRANOLLERS-CANOVELLES	LA CAVADA	LA PEREDA-RIOSA	LAS RETAMAS	LORCA-SAN DIEGO	MAESTRA JUSTA FREIRE-POLIDEPORTIVO ALUCHE
FERROÑES	GROS	LA COBERTORIA	LA POBLA LLARGA	LAS ROZAS	LORIGUILLA-REVA	MAJADAHONDA
FIGAREDO	GUADAJOZ	LA COLINA	LA QUADRA	LAS SEGADAS	LOS ÁLAMOS	MÁLAGA-CENTRO ALAMEDA
FIGARÓ	GUADALHORCE	LA DEVESA	LA RAYA	LAS ZORRERAS-NAVALQUEJIGO	LOS BOLICHES	MALGRAT DE MAR
FUENCARRAL	GUARNIZO	LA ESPERANZA	LA RINCONADA	LAVERN-SUBIRATS	LOS CABOS	MANZANEDA
FUENGIROLA	GUDÍN LAMINACIÓN	LA FELGUERA	LA ROCICA	LAVIANA	LOS CAMPOS	MAR
FUENTE DE LA MORA	GÜEÑES	LA FELGUERA-VEGA	LA SERNA-FUENLABRADA	LEGORRETA	LOS CORROS	MARTORELL CENTRAL
GALAPAGAR-LA NAVATA	HERNANI	LA FLORIDA	LA UNIÓN	L'ÈNOVA-MANUEL	LOS COTOS	MARTUTENE
GALINDO	HERRERA	LA FRECHA	LA UNIÓN VIEJA	LES FRANQUESES DEL VALLÈS	LOS MOLINOS-GUADARRAMA	MASSALFASSAR
GALLARTA	HOSPITAL	LA GARENA	LA VALCUEVA	LES FRANQUESES-GRANOLLERS NORD	LOS NEGRALES	MASSANASSA
GANZO	IBARRA	LA GARRIGA	LAGUNA	LES VALLS	LOS NIETOS	MATARÓ
GARRAF	IKAZTEGIETA	LA GRANADA	L'ALCÚDIA DE CRESPINS	LEVINCO	LOS NIETOS-PESCADERÍA	MATUECA
GARRAFE	IÑARRATXU	LA HERRERA	LAMBARRI	LEZO-RENTERÍA	LOS NIETOS-VIEJOS	MECO
GELIDA	INTXAURRONDO	LA HOYA	LANTUENO-SANTIURDE	LIBRILLA	LOS PRADOS	MEDIA LEGUA

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2025)						
CATEGORY 6 (continuation)						
MÉNDEZ ÁLVARO	MOREDA DE ALLER	OTERO	PINEDA DE MAR	RAÍCES	SAN ESTEBAN	SANT JOAN DESPÍ
MÉNDEZ ÁLVARO	MORTERA	OYANCO	PIÑERES	RAMÓN Y CAJAL	SAN FERNANDO DE HENARES	SANT MARTÍ DE CENTELLES
MIERES VASCO	MÓSTOLES	PADRE PÍO-PALMETE	PINTO	REGUERAL	SAN FERNANDO-CENTRO	SANT MIQUEL DE GONTERES
MIRASIERRA-PACO DE LUCÍA	MÓSTOLES-EL SOTO	PALACIO DE CONGRESOS	PINZALES	REQUEJADA	SAN JERÓNIMO	SANT POL DE MAR
MIRIBILLA	MURIEDAS-BAHÍA	PALAUTORDERA	PIRÁMIDES	REQUENA	SAN JOSÉ DE VALDERAS	SANT SADURNÍ D'ANOIA
MOGRO	MUSKIZ	PALAZUELO	PITIS	RIBERAS	SAN JUAN DE NIEVA	SANTA ÁGUEDA
MOIXENT	NAREDO	PARBAYÓN	PIZARRA	RÍO EBRO	SAN MAMÉS	SANTA ANA-SOTO
MOLINS DE REI	NAVAJAS	PARDAVÉ	PLATJA DE CASTELLDEFELS	ROBLES	SAN MARTÍN	SANTA CRUZ
MOLLEDO-PORTOLÍN	NOREÑA	PARETS DEL VALLÈS	PLATJA I GRAU DE GANDIA	ROCA-CÚPER	SAN PEDRO DE RUDAGÜERA	SANTA CRUZ DE IGUÑA
MOLLET-SANT FOST	NUBLEDO	PARLA	PLAZA MAYOR	RUBÍ CAN VALLHONRAT	SAN PEDRO NORA	SANTA CRUZ DE LLODIO
MOLLET-SANTA ROSA	NUEVA MONTAÑA	PARQUE POLVORANCA	PORTUGALETE	SAGRADA FAMILIA	SAN RANÓN	SANTA EUGENIA
MONCOFA	OCATA	PASAIA	POZUELO	SALBIO	SAN SALVADOR	SANTA EULALIA DE MANZANEDA
MONTCADA I REIXAC	OLABEAGA	PEDRÚN	PREMIÀ DE MAR	SALINAS	SAN SEVERIANO	SANTA ISABEL DE QUIJAS
MONTCADA-RIPOLLET	OLLARGAN	PEÑA RUBIA	PUENTE ALCOCER	SALTERAS	SAN VICENTE	SANTA MARÍA DE GRADO
MONTEANA	OLLONIEGO	PEÑAULLÁN	PUENTE BURACOS	SAMA	SAN YAGO	SANTA PERPÈTUA DE MOGODA LA FLORIDA
MONTEMAR ALTO	ONTORIA	PEÑOTA	PUERTO DE NAVACERRADA	SAMA-LOS LLERONES	SANLÚCAR LA MAYOR	SANTA PERPÈTUA DE MOGODA RIERA DE CALDES
MONTESA	ORCASITAS	PERLORA	PUERTO LUMBRERAS	SAN ANTONIO	SANT ADRIÀ DE BESÒS	SANTA SUSANNA
MONTGAT	ORDUÑA	PESQUERA	PUJAYO	SAN ANTONIO DE REQUENA	SANT ANDREU DE LLAVANERES	SANTIAGO DEL MONTE
MONTGAT-NORD	ORMÁIZTEGUI	PIEDRAS BLANCAS	PULPÍ	SAN CRISTÓBAL DE LOS ÁNGELES	SANT CUGAT COLL FAVÀ	SANTIANES
MONTMELÓ	ORTUELLA	PINAR DE LAS ROZAS	PUTXETA	SAN CRISTÓBAL INDUSTRIAL	SANT FELIU DE LLOBREGAT	SANTULLANO

TABLE NOMINATIVE CLASSIFICATION OF STATIONS (In force since 01/01/2025)

CATEGORY 6 (continuation)

SANTURTZI	SOTO DEL HENARES	TREMAÑES-CARREÑO	VACARISSES-TORREBLANCA	VENTA MINA-SIETE AGUAS	VILLALLANA	YUGUEROS
SEGORBE-ARRABAL	SOTRONDIO	TREMAÑES-LANGREO	VALDEBEBAS	VENTAS DE IRÚN	VILLANUEVA DEL ARISCAL Y OLIVARES	ZABALBURU
SERÍN	SUECA	TRES CANTOS	VALDELAGRANA	VERIÑA	VILLAQUILAMBRE	ZANZABORNÍN
SESTAO	TAVERNES DE LA VALLDIGNA	TUDELA-VEGUÍN	VALDELASFUENTES	VIC	VILLASINTA	ZARZAQUEMADA
SIERRA MINERA	TOLOSA-CENTRO	TUILLA	VALDEMORO	VICÁLVARO	VILLAVERDE ALTO	ZORROTZA
SIERRAPANDO	TORDERA	UGAO-MIRABALLES	VALDEPIÉLAGO	VICTORIA KENT	VILLAVERDE BAJO	ZURITA
SIETE AGUAS	TORREBLANCA DEL SOL	UJO TARUELO	VALDERILLA	VIÉRNOLES	VIOÑO	
SOL	TORREJÓN DE ARDOZ	UNIVERSIDAD DE CÁDIZ	VALDESOTO	VILADECAVALLS	VIRGEN DE LA PEÑA	
SOLARES	TORRELLANO	UNIVERSIDAD PONTIFICIA DE COMILLAS	VALÈNCIA SANT ISIDRE	VILAFRANCA DEL PENEDÈS	VISTA ALEGRE	
SOLLANA	TORRELODONES	UNIVERSIDAD-CANTOBLANCO	VALENCINA-SANTIPONCE	VILASSAR DE MAR	XERACO	
SONEJA	TORREMOLINOS	URIOSTE	VALLADA	VILLA ROMANA	XIRIVELLA-ALQUERIES	
SOTIELLO	TORREMUELLE	URNIETA	VALLE DE TRÁPAGA/ TRAPAGARAN	VILLABONA DE ASTURIAS	XIRIVELLA-L'ALTER	
SOTO DE REY	TRÁPAGA	UTIEL	VALLECAS	VILLABONA TABLADIELLO	XIVARES	
SOTO DEL BARCO	TRASONA	VACARISSES	VEGARROZADAS	VILLALEGRE	XIXÚN	

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 indica-tor screens
Protection against in-clement 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 indica-tor 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	
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"	

SERVICES	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5	CATEGORY 6	OBSERVATIONS
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	-	-	-	-	-	

For a more accurate cost assessment, the types of trains and stops are taken into account, as well as whether they are made outside facility opening hours.

For the purposes of the Modality regulated in article 7 of the Regulations for the determination of railway fees, trains and passengers shall be classified as follows:

Table. Train Types for the purpose of Passenger Stations Fee (Modality A)

Type	CHARACTERISTICS
Long distance	Trains with an origin-destination route greater than or equal to 300 kilometres. This includes international trains and long-distance train branches with a distance of less than 300 kilometres.
Interurban	Trains with an origin-destination route of less than 300 kilometres, at least part of which runs outside a commuter hub. International trains and long distance train branches are excluded.
Urban or suburban	Trains whose route runs entirely within a commuter rail hub.

7.3.2.5. GENERAL REQUIREMENTS AND ACCESS TERMS

Station access conditions

The railway infrastructure manager may set specific access conditions to passenger transport stations for safety or health reasons involving setting control measures to ensure client or users permanence.

Conditions of access to facilities and services

- RUs shall be entitled to file capacity requests. If they meet the regulatory requirement. In the case of related rail services, it shall also be considered as a requirement that operating trains make commercial passenger stops at station for which they requested access to facilities and said services.
- RUs shall provide the commercial information of their traffic through a standard messaging service, according to a systematized scheme that will be published by the infrastructure manager in the NS. Of particular interest is that RUs inform the infrastructure manager about the scheduling of high-capacity and busy trains. These are trains with more than 800 seats offered and more than 800 passengers. It is not necessary to know the specific number of passengers, but the programming of trains of this nature in order to improve the coordination and prioritization of operations with RUs at stations.
- RUs or third parties shall be liable to the railway infrastructure manager for damages caused to them - to people or things - as well as to their facilities, machinery, railway infrastructure, etc. In this regard, RUs shall comply with the procedures set regarding the follow-up of Activities at Passenger Stations.
- All communications regarding service requests shall be in Spanish.
- Consumption of supplies should take into account good environmental practices and encourage the saving of natural resources.

Should RUs need more information on the service provision details or locations of spaces available at stations, they can address the Directorate of Passenger Stations.

Restricted access areas inside (boarding hall and platforms).

At some passenger stations there are restricted access zones prior to boarding trains, so clients wishing to access trains shall be required to pre-check before entering and the time in advance to access these areas shall be communicated to railway undertaking in order to inform their clients.

Before accessing the platforms, railway undertakings may verify their clients' commercial terms whilst travelling (check in). For these purposes, if possible, railway undertakings may use adjacent access control points, in order to speed up train boarding operations, provided that these do not interfere with the operations of another railway undertaking, and shall have ADIF-Alta Velocidad authorization. They may also use support elements of their property if these enhance the operations (banners, flow managers, etc.). Under no circumstances will these elements of support incorporate advertising about the products or services offered by RUs.

RUs have maximum 30 minutes time to verify the commercial conditions of travelling passengers.

An access pre-control at these areas requires standardizing basic information on transport tickets.

The task entrusted to the infrastructure manager to ensure station safety in a multi-operator context, requires that transport tickets of different operators providing passenger transport services include standard information.

This homogenization facilitates control access to train boarding gates and platforms, and validates minimum guarantees in the transport ticket handed-over to allow access to platforms.

The information shown in every ticket will be encrypted by means of AZTEC codes.

The information that the Manager will use to identify a ticket prior access control will be as follows:

ORDER	AZTEC CODE FIELDS	POSITIONS	OBSERVATIONS
1	A sequential or control number that is specific to every undertaking	13 positions	
2	Company	5 positions	
3	Train commercial number	5 positions	
4	Travel date	10 positions	dd/mm/yyyy
5	Train departure time	5 positions	hh:mm.
6	Origin station	7 positions	In case of national tickets the first two digits shall be 00
7	Destination station	7 positions	In case of national tickets the first two digits shall be 00
8	Car	3 positions	Unbooked train will come unfilled
9	Seat	3 positions	Unbooked train will come unfilled
10	Combined ticket	2 positions	In this case they will be completed with 00
11	Intermediate station the combined ticket	7 positions	In case of national tickets the first two digits shall be 00
12	Adif Reserved	33 positions	In this case they will be completed with 00
13	Space to be discretionary used by operators (*)	316 positions	
14	Signature SHA1withDSA (**)	100 positions	Signature of above fields (1 to 13) with the algorithm SHA1withDSA

AZTEC code printed on the banknotes shall have the following technical characteristics:

- Layers: 10
- Size: 57x57 pixels
- Capacity: 516 digits 414 letters 256 bytes

Starting positions with no value shall be represented by zeros, to avoid confusing white fields with null.

As a preliminary consideration, it should be noted that fields 1 to 11 are all legible.

(*) If required by the operator, the free space in field 13 can be used.

(**) A signature of the contents of fields 1 to 13 shall be included in field 14 to avoid tampering, for this signature algorithm SHA1withDSA will be used. Every operator shall have a private key used to sign and a public key (known by ADIF) used to validate the signature.

7.3.2.6. CAPACITY ALLOCATION

Capacity allocation at service facilities (tracks) managed or operated by Adif is described in section 7.3.1. Common provisions.

Capacity allocation for railway undertakings to provide certain services to their clients at passenger stations on demand, and when Adif provides them, a specific process covers these services.

PROCESS FOR REQUESTS TO ACCESS SERVICE FACILITIES AND SERVICES RELATED TO RAIL TRANSPORT AT PASSENGER STATIONS

This procedure shall apply, in general, to access facilities and services related to passenger rail transport at passenger stations.

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, andfor 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 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://reg.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 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 s priority criterion (Framework Agreement, Hours of Service or Concerted Adjustment), including those considered long distance and intercity.

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/reas in the conditions upon allocations.

The Rail Infrastructure Manager may analyze the usage level of the allocated premises/areas, and revoke it in the event of total or partial non-use thereof, without prejudice to actions provided under Rail Sector Act and which the Rail Infrastructure Manager may undertake in cases that represent a significant breach for the effective use of passenger stations facilities.

If a railway undertaking does not intend to use the allocated capacity, it shall inform the Rail Infrastructure Manager without undue delay and in accordance with the deadlines set out in point 3.

Measuring criteria for facilities considered to be specially monitored by the Rail Infrastructure Manager are:

a) Facilities to provide Tickets and Information Service.

The relationship between the hours of scheduled opening over 4 months prior to the analysis, compared to the totals that elapse between the 30 minutes prior to company's first train departure and 30 minutes after the railway undertaking's last train shall be considered in order to measure the use of these premises.

b) Spaces for Ticketing and Information Services through self-service machines.

The number of days with operational incidents (non-operation) detected and reported by the Rail Infrastructure Manager to the railway undertaking responsible for the equipment shall be considered - over the 4 months prior to the analysis - in order to measure the use of these areas.

3. CANCELLATIONS OF ALLOCATED CAPACITIES

In general, request cancellations prior to starting a space occupation or a service shall have, in general, the following treatment:

- If these are made more than 24 hours in advance, there shall be no penalty.
- If these are made less than 24 hours in advance, they shall pay one hundred percent of the total budgeted amount.

Notwithstanding the foregoing, specific penalties may be considered for certain services as specified in their service files.

Cancellations requested during a space allocation or a service provision shall generally have the following penalties:

- If 50% of the awarded period has not been used, they shall pay a minimum amount equivalent to 50% of the total budgeted amount.
- If more than 50% of the awarded period has been used, there shall be no penalty.

Notwithstanding the foregoing, specific penalties may be considered for certain services that are specified in their service files.

4. MINIMUM COMMITMENTS AND GUARANTEES TO CERTAIN SERVICES

The nature of some planned services, the need to guarantee their quality and investments that railway undertakings or the Rail Infrastructure Manager may make in certain areas/premises require minimum commitments by the parties.

4.1. (. (SB-7) PREMISES FOR TICKET SALES SERVICE AND INFORMATION AND (SB-9) PREMISES TO SERVICE ON BOARD PERSONNEL

4.1.1. MULTIANNUAL A1 REQUESTS, OVER MAXIMUM 10 YEARS

The railway undertaking with premises allocated over maximum 10 years shall commit to stay 5 years there.

The railway infrastructure manager guarantees staying at the allocated premises during the allocated term, as well as investing therein under the terms provided in this document.

4.1.2. A21 ANNUAL REQUESTS

The railway undertaking, upon accepting the premises allocated by the railway infrastructure manager, shall commit to stay 1 year.

The railway infrastructure manager guarantees staying at the allocated premises over said period, as well as investing therein under the terms provided in this document.

The railway infrastructure manager may sign agreements extending the period foreseen for this type of request given investments in the premises to be amortized longer that 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 revocating the capacity.

The Rail Infrastructure Manager - if possible - shall enable, in all cases, alternative premises/areas to provide these services.

5.2.3. TOTAL OR PARTIAL LACK OF USE

A total or partial revocation may be carried out after analyzing the use level of allocated premises/areas, if it lays under:

- 80% at coordinated stations.
- 50% in the rest of the uncoordinated stations, unless this is due to non-economic reasons beyond client control.

If they see any reason to revoke, the railway undertaking shall be required to use the facilities or services allocated, giving a reasonable period of time that shall not exceed one month. If said requirement is neglected, it may be revoked.

In cases where a lack of use is detected and the total or partial revocation of the allocated capacity is urged, railway undertakings shall not have the right to request any compensation.

Supplementary documentation:

Service request models are found in annexes C

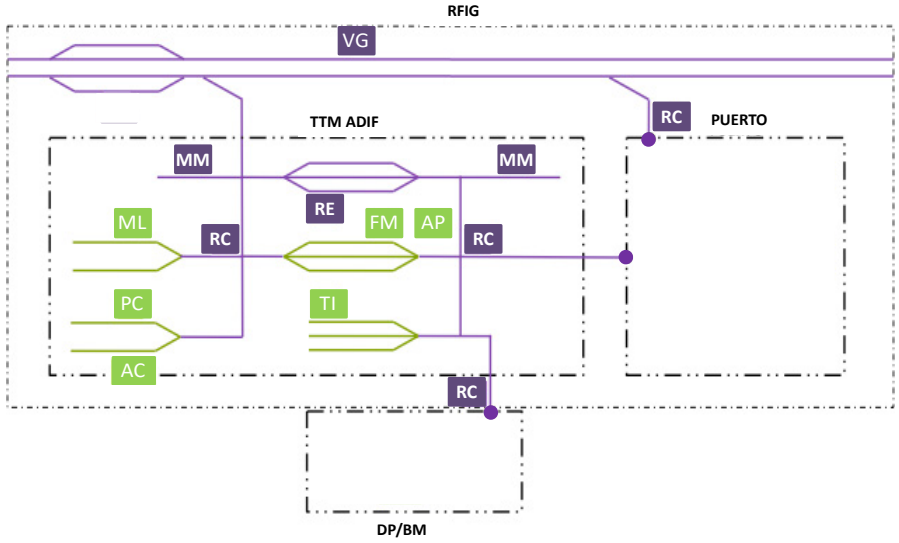
7.3.3. FREIGHT TERMINALS

7.3.3.1. GENERAL INFORMATION

Today, undertakings that make up the logistics and transport sector in our country operate in national and international supply chains, occupying a very important role of service management related to the flows of freight from their origin to final client delivery.

It is in this context that Adif participates as an active agent in the multimodal transport chain, by managing the rail infrastructure entrusted to them, and in particular, freight transport terminals(TMs) owned by them.

Figure 1. Functional Scheme of an Adif Freight Terminal (TTM ADIF)



Freight transport terminals - as part of the multimodal transport chain - shown in above illustration, are a set of railway infrastructures and service facilities designed to provide services related to logistics and rail transport activity.

Following is a definition of the infrastructures and service facilities that make up a TTM and their subsequent identification in *Figure 1*:

1.- Within railway infrastructures are infrastructures that **govern traffic** (identified in violet colour in *Figure 1*), amongst which stand out:

• **Receipt/Dispatching (RE) tracks**, which are a set of tracks that link trains accessing from the lines, acting as a traffic governing item between the general track and other Service Facilities.

- *Other rail infrastructures:* Shunting Handles (Mm), connecting sets (RC) to other service facilities, such as a Port, a particular Diversion/Loader (DP), a Railway Rolling Stock Maintenance Base (BM), etc.

2.- Two types of facilities are defined within service facilities (identified in green in *Figure 1*):

Technical facility: Configured by service facilities that enable to initiate, supplement or complete rail freight transport by executing a set of train operations. Based on the functionality, the following service facilities are identified:

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)

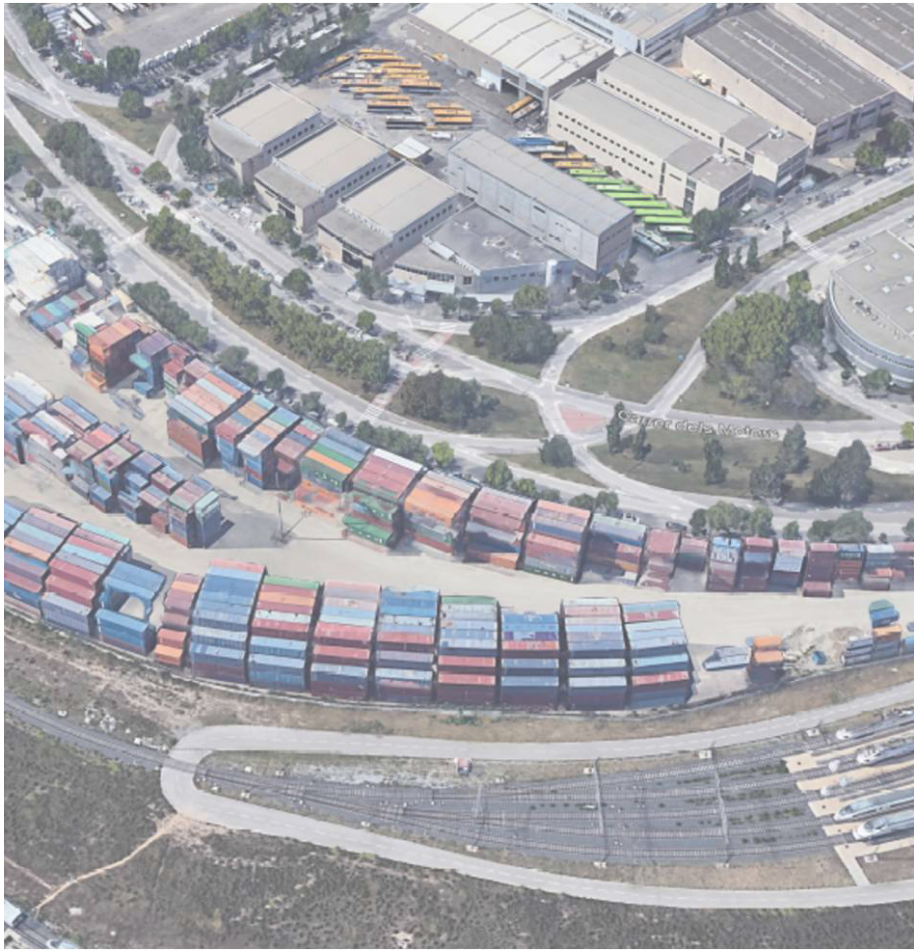
d) Fuel Supply Facilities (AC)

Logistics Facility: Service facilities - which by executing a set of operations on freight - enable modal exchange.

Based on functionality, the following service facilities are identified:

a) Intermodal (TI) loading terminals

b) General Freight Loading Terminals (Load Point) (PC)



Additionally, these service facilities may be supplemented with other spaces and buildings (offices, warehouses, plots, etc.) to perform value-added logistics activities.

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 TRANSPORT STATIONS
SB-1	Allocation of capacity in the facilities that make up the Freight Terminals: Tracks, sidings, formation, shunting, loading and unloading.
SB-2	Fuel supply.
SB-3	Handling of intermodal transport units
SB-4	Shunting and train operations

FEE FOR THE USE OF SERVICE FACILITIES

In accordance with Article 96.1 of the LSF, 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. They shall be determined by the Infrastructure Managers in accordance with the provisions of Article 100 and shall be approved by a regulation adopted by their board of directors, published in the Spanish Official State Gazette and included in the Network Statement.

The Board of Directors of Administrador de Infraestructuras Ferroviarias (ADIF), in the exercise of the powers conferred upon it, at its meeting held on 30th September 2024, after receiving the opinion of the Council of State, approved the Regulation for the determination of railway fees, published in the Spanish Official State Gazette No. 260 of 28th October 2024, which will come into force on 1st November 2024, and which is incorporated in this Network Statement.

The fees accrued between the publication of this Regulation in the Official State Gazette (BOE) and its entry into force shall be governed by the regulations in force at the time of their accrual.

B) Fee for use of other service facilities owned by general Infrastructure Managers (modality B).

B.1) The modality relating to the use of sidings, train formation and shunting, maintenance, washing and cleaning and fuel supply pass on the costs directly linked to the maintenance and replacement of the facilities used. The amount depends on the characteristics of the track used and its equipment, as well as the time of use, which can be expressed in years, months, days or authorised hours of use. In order to ensure that these facilities are managed efficiently, the calculation methodology will include a performance coefficient that will allow for the application of discounts or surcharges based on this time of use.

Similarly, Infrastructure Managers may authorise, by publication in the Network Statement, the application of a concurrency discount where the facility is used by a Main Contractor and one or more Secondary Contractors, and of a longevity bonus on those lines identified as suitable for this purpose.

This modality may also include, under the conditions defined by the general Infrastructure Managers and published in the Network Statement, a surcharge to penalise cases where capacity, having been allocated for a specific facility and a specific period, is cancelled before the end of the allocated period.

C) Fee for use of loading terminals owned by general Infrastructure Managers (modality C).

This method covers the costs directly associated with the maintenance and replacement of freight loading and unloading tracks and any associated ancillary equipment. For this purpose, the basic components, discounts and penalties for the fee for the use of sidings, for the formation of trains and shunting, for the maintenance of washing and cleaning and for the supply of fuel are used, to which the type of track is added, with the amounts determined by the Infrastructure Managers and published in the Network Statement.

This modality does not apply to intermodal freight terminals owned by the railway Infrastructure Manager, operated directly by it or by other operators and providing the service of loading and unloading Intermodal Transport Units (ITUs) onto and from wagons.

FEE FOR THE USE OF TRACKS IN OTHER SERVICE FACILITIES: FOR SIDING, TRAIN FORMATION AND SHUNTING, MAINTENANCE, WASHING AND CLEANING, AND FOR FUEL SUPPLY, (MODALITY B)

It is determined according to the period of use of the service facility track with its basic components such as the track, the overhead line, switches and the ancillary equipment.

The full amount for this modality will be the result of the calculation of the amount for the use of the entire authorised track, the amount associated with the equipment with which this track is equipped and the amount of optional equipment requested, applying the unit amount of each concept to the corresponding units, prorated for the period requested and affected by the performance coefficient established in Article 98. 4. D of the LSF.

FEE FOR USE OF SIDING TRACKS AND OTHERS, MODALITY BB	
BASE COMPONENTS	
C Track	5.4020 euros/m of track/year
C Overhead line	1.8260 euros/m of overhead line/year
C Type I Switch (manual)	564.7550 euros/unit/year
C Type II Switch (remote control)	2,165.9540 euros/unit/year
TRACK-RELATED EQUIPMENT COMPONENTS	
C Corridor between tracks	1.1910 euros/m of track/year
C Track lighting	1.3680 euros/m of track/year
C Yard lighting	2.0260 euros/m of track/year
C Fire protection network	5.9530 euros/m of track/year
C Loading/unloading dock	52.4900 euros/m of track/year
OPTIONAL EQUIPMENT COMPONENTS	
C Grease collection tray	521.5160 euros/unit/year
C Fuel collection tray	820.0490 euros/unit/year
C Cabin access stairs	20.9450 euros/unit/year
C Discharge pit spout	118.0500 euros/unit/year
C Maintenance pit (without intakes)	188.3880 euros/unit/year
C Ramp for loading/unloading	602.6130 euros/unit/year
C Water, electricity or compressed air supply point	43.7500 euros/unit/year

The following minimum amounts are also established:

- The minimum amount for the use of refuelling service facilities, for all Adif fuel supply points, fixed and mobile, will be €3.7500
- The minimum amount for the use of the remaining service facilities subject to this modality will be equivalent to a minimum period of use of each service facility of 4 hours..

Similarly, discounts for concurrency, where a facility is used by a main contractor and one or more secondary contractors, and discounts for long-term stock, as defined in the LSF, are applied.

There are also surcharges or penalties to be paid by a fee payer who, having received an allocation of capacity for a particular facility and period, cancels that allocation before the end of the allocated period, as specified in the LSF.

C) FEE FOR USE OF LOADING POINTS OWNED BY GENERAL INFRASTRUCTURE MANAGERS, (MODALITY C)

To determine the amount of this modality, the same elements, criteria, discounts and penalties will be applied as in modality B, with the particularity that in the calculation formula there will be a basic component linked to the use of the strip of surface parallel to the track (yard) that allows the transfer of the goods (maximum 8 m), the amount of which will vary according to the finish.

This modality does not apply to intermodal freight terminals owned by the railway Infrastructure Manager, operated directly by it or by other operators and providing the service of loading and unloading Intermodal Transport Units (ITUs) onto and from wagons.

However, if the railway undertakings require other spaces, equipment or means that the Infrastructure Manager may offer in addition to the use of the loading point for the provision of ancillary services, these will be governed by the relevant lease.

The amount for this modality will be the result of the calculation of the amount for the use of the entire authorised track, the component associated with the use of the strip of surface parallel to the track (yard), the amount associated with the equipment with which this track is equipped and the amount of optional equipment requested, applying the unit amount of each concept to the corresponding units, prorated for the period requested and affected by the performance coefficient established in Article 98.4.E) of the LSF.

The minimum fee amount for this modality C will be equivalent to a minimum period of use of 8 hours.

FEE FOR THE USE OF FREIGHT LOADING POINTS, MODALITY C

BASE COMPONENTS	
C Track	5.4020 euros/m of track/year
C Overhead line	1.8260 euros/m of overhead line/year
C Type I Switch (manual)	564.7550 euros/unit/year
C Type II Switch (remote control)	2,165.9540 euros/unit/year
C Yard Type I (concrete/cobblestone)	19.3400 euros/unit/year
C Yard Type II (agglomerate)	11.2320 euros/unit/year
C Yard Type III (gravel)	5.1910 euros/unit/year
TRACK-RELATED EQUIPMENT COMPONENTS	
C Corridor between tracks	1.1910 euros/m of track/year
C Track lighting	1.3680 euros/m of track/year
C Yard lighting	2.0260 euros/m of track/year
C Fire protection network	5.9530 euros/m of track/year
C Loading/unloading dock	52.4900 euros/m of track/year
OPTIONAL EQUIPMENT COMPONENTS	
C Grease collection tray	521.5160 euros/unit/year
C Fuel collection tray	820.0490 euros/unit/year
C Cabin access stairs	20.9450 euros/unit/year
C Discharge pit spout	118.0500 euros/unit/year
C Maintenance pit (without intakes)	188.3880 euros/unit/year
C Ramp for loading/unloading	602.6130 euros/unit/year
C Water, electricity or compressed air supply point	43.7500 euros/unit/year

Bonuses for the use of service facilities.

a) **Concurrency bonus.** Where a facility is used by a main contractor and one or more secondary contractors, the amount of the fee shall be calculated as follows:

For secondary contractors, this will be the amount resulting from applying an occasional usage coefficient K to the formula described above in this section:

Fee 1 = (Cbase + Cequipment) × T × K

For the main contractor, from the moment that the track in the facility is used by a second contractor, the amount of the fee will be the result of applying to the previous calculation formula a coefficient T equal to the difference between the time originally allocated and the time allocated to the second contractor(s). The rest of the parameters will remain as per the initial calculation.

b) Discount for long-term stock sidings.

The Infrastructure Manager shall indicate those tracks which are particularly suitable for use as sidings for long-term rolling stock, applying a discount on the fee for this modality C to the basic components, as indicated in the table below, according to the category of track, as defined in the Network Statement.

Sidings	Discount
Category I	0%
Category II	50%

Penalties for non-use of allocated capacity in Service Facilities.

There are also surcharges for fee payers who, having received an allocation of capacity for a particular facility and period, cancels that allocation before the end of the allocated period, with the penalty amount determined in the following way:

a) For those facilities without reserved capacity that have been requested for an occasional period of use, for a full day or by hours:

- Cancellations made more than 24 hours prior to use of the facility will not incur any penalty.
- Cancellations made less than 24 hours before use of the facility will be subject to the full fee.

b) For those facilities with reserved capacity that have been requested for a period of continuous use or for a period of occasional use for full days, cancellations must be made at least 30 calendar days in advance and:

- If 50% of the allotted period has not been used, they must pay a minimum amount equivalent to 50% of the total amount of the fee.
- more than 50% of the allocated period has been used, there will be no penalty.

Definition and Description of Ancillary Services

SB-1 Capacity Allocation

Capacity allocation at service facilities is the railway infrastructure manager capacity allocation at a service facility previously offered on the Service Facilities Catalogue.

Use conditions are included in chapter 5 of this NS and in section 7.3.1.

SB-1	CAPACITY ALLOCATED FOR STORAGE SIDINGS, TRAIN COMPOSITION AND SHUNTING, MAINTENANCE, WASHING, CLEANING, FUEL SUPPLY AND LOADING AND UNLOADING
	The amounts are available in the previous section on fees for the use of tracks in other service facilities: for sidings, for train formation and shunting, for maintenance, washing and cleaning, for fuel supply, modality D, and for the use of loading points owned by general Infrastructure Managers, modality C.

SB-2 Fuel supply

A. DESCRIPTION: This service involves traction fuel supply for rail vehicles at facilities suitable for their provision.

To provide traction fuel supply services, RUs, before starting their commercial activity, must enter into an agreement with Adif to provide the service. See Annex J.

B. LINKED OPERATIONS:

a. Diesel fuel B for traction purchase management.
b. Service associated facilities maintenance.
c. Dispensing diesel fuel B for traction.
d. Management inherent in service provision.

C. INVOICING UNIT: 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/mercancias/prestaci%C3%B3n-de-servicios

E. SCOPE OF APPLICATION: This basic service shall be provided at fuel supply facilities offered in the Network Statement, listed as Fixed Point (Fiscal Warehouse) and Mobile Point.

F. SERVICE PRICES: Fuel Supply Service prices are in effect from 1 January to 31 December 2025, as follows

SB-2	FUEL SUPPLY	2025 PRICES*
Product cost	Cubic meter supplied	Actual Cost €/m^3
Supply service prices	Cubic meter supplied	72.1632 €/m3[(1)]

*On the first quarter of 2025 there shall be a price review, after 2024 actual fuel supply consumption is available.

(1) Price calculated for an estimated supply of 48,000,000 litres.

SB-3 Handling Intermodal Transport Units ITUs

A. DESCRIPTION: This service consists of loading and unloading

Intermodal Transport Units (ITUs)

B. LINKED OPERATIONS:

a. Control of ITUs entering or departing the Facility
b. Execution of ITU loading/unloading from truck to wagon and vice versa, as well as between wagons managed by the same client (transhipment)
c. Security and surveillance control

C. INVOICING UNIT: Per handled ITU

D. APPLICATION CONDITIONS: These are listed in the ITU Basic Handling Service Delivery Catalogue, which is available on:

https://www.adif.es/mercancias/prestaci%C3%B3n-de-servicios

E. SCOPE OF APPLICATION: These services shall be provided at intermodal terminals operated by ADIF under direct management.

F. PRICES FOR SERVICE PROVISION: The prices to provide basic ICU handling services as from 1 January 2025 to 31 December 2025 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	28.00 €/UTI
MAXIMUM PRICE	ITU transit up to 7 days	ITU	42.00 €/UTI
ADDITIONAL HAN-DLING	Over 7 transit days	ITU	28.00 €/UTI €
TRANSIT EXCESS	Over 7 transit days	ITU/DAY	6.00 €/UTI-DÍA

SB-4 SHUNTING AND TRAIN OPERATION

A. DESCRIPTION: This service performs train shunting and other operations enabling to initiate, supplement or complete rail transport service.

B. LINKED OPERATIONS:

B.1 Shunting: These are the movements to perform actions such as:

- Add or segregate vehicles from a train or shunting
- Setting or un-setting a train or shunting
- Classify vehicles or stock cuts
- Move a train or vehicles along the same track or from one to the other
- Bring or carry material from/to full-track premises without a remote protection signal from the station or CTC
- Perform stock movements between collateral units that supplement each other by forming a rail complex

B.2 Train operations: These are actions that allow accepting or dispatching a train or the collaboration during train traffic, through the following tasks:

- Hook, unhook and attach rail vehicles
- Assist in performing brake testing
- Place and remove the train tail signals supplied by the railway undertaking, collecting them or handing them over to the driver
- Visually recognize the train or vehicle assembly
- Place and remove anti-drift chocks, supplied by the rail undertaking or other service demanding clients
- Tighten and loosen parking brakes

C. INVOICING UNIT: The economic conditions are set out in the Basic Service Delivery Catalogue for Train Shunting and Operations.

D. APPLICATION CONDITIONS: As listed in the Basic Service Delivery Catalogue for Train Shunting and Operations, as available on the following address

https://www.adif.es/mercancias/prestaci%C3%B3n-de-servicios

E. SCOPE OF APPLICATION: These services are applied in Adif's Freight Terminals and its related service facilities, where Adif provides the service directly..

F. PRICES FOR SERVICE PROVISION: They are included in the catalogue to provide this service on:

https://www.adif.es/mercancias/prestaci%C3%B3n-de-servicios

ANCILLARY SERVICES: SERVICE OFFER, DEFINITION AND DESCRIPTION

This section refers to ancillary services provided by Adif at existing Service Facilities in Adif-owned Freight Terminals, where, as a service operator, it defines the access conditions to provide these ancillary services.

Following is Adif offer currently made to Railway Undertakings and other Applicants at Freight Transport Terminals:

SX-3 Opening service outside of 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 FACILITIE'S 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 seggregating vehicles to a train, composing or decomposing a train, classificating 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).

Sidings are service facilities dedicated to put aside railway stock for a certain time, if the stock is in production, of 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.

Sidings with rolling stock which shall be there longer than a month and which are out of the transport cycle shall be considered to be of long-term.

In exceptional cases, if there are enough capacities and given no disruption of the normal operation at freight terminals or passenger transport stations, it shall be possible to put aside at these service terminals stock which is not in the production cycle, prior permission from the infrastructure manager.

Sidings under catenary are expressly forbidden for wagons that are outside the transport cycle and have a stair access to the upper parts thereof, unless the client makes electrical risk assessment and takes the necessary measures.

In the case of transport of dangerous goods, either on specialized Rail Rolling Stock as well as in wagons or containers, it is only possible to set aside such stock if it is empty with no trace of freight, clean and degassed under the provisions framed in the RID.

If safety facilities and technical equipment permit it, trains may also be expedited or received directly from these tracks. This decision applies only to the Traffic Manager of Rail Infrastructure Manager.

Railway undertakings and railway rolling stock owners may use this type of service facilities.

The sections are 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 shall be taken into account by the client, for the potential impact upon planning their operations.

7.3.6. ROLLING STOCK MAINTENANCE FACILITIES

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.

IOn 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 andDescriptive Leafletsof 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.

Should client communications include overlapping schedules, those made first shall be preferred, provided the supply mean is at the station.

Capacity allocation at the facility shall be included in fuel supply service, regardless of whether it is a fix or mobile point, and does not require a capacity request. Tariff for using Mode 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 Ministerio de Transportes, Movilidad y Agenda Urbana, laying down the rights and obligations of each party, by virtue of the following principles:

a) The infrastructure general manager and the Port Authority shall establish under guidelines established by the Ministerio de Transportes, Movilidad y Agenda Urbana, the standards for a physical and functional connection of railway infrastructures managed by every entity. For this purpose, the agreement shall define the connection lines of the port with the rest of the General Interest Rail Network.

b) Port Authorities shall set up regarding general interest ports and prior favorable report of the State Ports standards on design and operation of the existing network at each port, so as to not disrupt the proper functioning General Interest Rail Network managed by the Rail Infrastructure Manager.

The agreement shall include any network operation and the standards to be respected by the rail infrastructure manager for capacity allocation of the existing rail infrastructures in the area of General Interest Ports.

Currently 21 ports have connection 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 Ministerio de Transportes, Movilidad y Agenda Urbana.

On said private-owned rail infrastructure, rail transport may be exclusively performed on the owner's account, in addition to other main activities performed by the owner.

The connection of privately owned rail infrastructures outside the General Interest Railway Network, especially of loading areas, with the General Interest Railway Network, may only be made if expressly authorized by Adif. The owner of the privately owned rail infrastructure shall facilitate the connection on the terms specified in the authorization.

Loading areas are railway infrastructures state or privately owned, which consist of tracks in a facility for loading, unloading and stabling coaches with a link to a line by one or more switches in open track, which serve to complement the General Interest Rail Network owned by Adif, including the units dedicated to construct, repair or maintain railway stock, such as coaches, wagons, locomotives and track machinery privately owned.

Article 52 of Rail Industry Regulation sets out the conditions to connect private-owned rail infrastructure with the General Interest Rail Network, and construction and operation regime of private-owned items that complement state-owned rail infrastructures.

Since 1 January 2005, 61 privately owned rail infrastructure connections to the GIRN 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 transhipment of the freight. There are also facilities for transhipment 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.

RUs dedicated to freight transport may request to TRANSFESA the use of the axle changers located at the borders of Hendaya and Cerbère, under conditions determined by said undertaking.

Track Gauge Changers

These are facilities where track gauge necessarily changes in a rail vehicle to adapt it to a different track gauge. There are two systems:

- With TALGO technology
- With CAF technology

Furthermore, some of these facilities enable gauge changers in trains with both technologies. Gauge changing technology for trains with variable gauge enable rail traffic to pass through different networks, in a short time and without discomfort for passengers, key for a progressive extension of high-speed benefits.

For additional information consult:

SUBDIRECCIÓN DE OPERACIONES DE ALTA VELOCIDAD

Dirección General de Conservación y Mantenimiento.

Calle Titán 4-6 4ª Planta. 28045 Madrid

Attached to this NS is the document Maps, showinggauge changing facilities, along with the gauge type information of every line and on PISERVI applicationyou'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
MALAGA	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
VALENCIA	TALGO CAF	DUAL VERTICAL	Valencia
ZARAGOZA	TALGO CAF	DUAL VERTICAL	Zaragoza – Delicias por Zaragoza
	TALGO CAF	DUAL VERTICAL	Plasencia de Jalón
TARRAGONA	TALGO CAF	2 DUAL VERTICAL CHANGERS	La Boella
LEÓN	TALGO CAF	TCRS3	Vilecha por León
	TALGO CAF	TCRS3	León Clasificación por León
PALENCIA	TALGO CAF	Dual Horizontal	Villamuriel por Palencia
VALLADOLID	CAF	SIMPLE	Medina del Campo por Medina del Campo AV
	TALGO CAF	Dual Horizontal	Valdestillas por Valladolid Campo Grande
BURGOS	TALGO CAF	TCRS3	Burgos Rosa Manzano
OURENSE	TALGO CAF	Dual Horizontal	Taboadela
GRANADA	TALGO	Sencillo	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

Cerbere Changer (Transfesa)

7.3.13. INTERMODAL LOAD TERMINALS

These are service facilities for loading and unloading Intermodal Transport Units (ITU) on and from wagon (modal exchange) or between wagons (transfer). Containers, swap bodies and semi-trailers traveling on a platform-wagon are considered ITUs.

Railway undertakings, train loaders, combined transport operators and transport agents may make use 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 INTERMODAL	Atención al Cliente ADIF	●	●		●	●
ÁVILA	Vestíbulo	●	●	●	●	●
BADAJOZ	Vestíbulo	●	●	●	●	●
BILBAO - ABANDO INDALECIO PRIETO	Atención al Cliente ADIF	●	●	●	●	●
BURGOS ROSA MANZANO	Atención al Cliente ADIF	●	●	●	●	●
CÁDIZ	Vestíbulo	●	●	●	●	●
CARTAGENA	Centro Asistencia PMR ADIF	●	●	●	●	●
GIJÓN	Atención al Cliente ADIF	●	●	●	●	●
HUELVA	Vestíbulo	●	●		●	●
HUESCA	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
IRÚN	Centro Asistencia PMR ADIF	●	●	●	●	●
JAÉN	Vestíbulo	●	●	●	●	●
JEREZ DE LA FRONTERA	Vestíbulo	●	●	●	●	●
LINARES BAEZA	Vestíbulo	●	●		●	●
LOGROÑO	Atención al Cliente ADIF	●	●	●	●	●
LUGO	Vestíbulo	●	●	●	●	●
MADRID ATOCHA CERCANÍAS	Atención al Cliente ADIF	●	●	●	●	●
MADRID PRÍNCIPE PÍO	Venta de Billetes RENFE-OPERADORA		●	●	●	●
MÉRIDA	Vestíbulo	●	●	●	●	●
MIRANDA DE EBRO	Atención al Cliente ADIF	●	●	●	●	●
MONFORTE DE LEMOS	Vestíbulo	●	●		●	●
ORIHUELA MIGUEL HERNÁNDEZ	Vestíbulo	●	●	●	●	●
OVIEDO	Vestíbulo	●	●	●	●	●
PAMPLONA	Atención al Cliente ADIF	●	●		●	●
SALAMANCA	Atención al Cliente ADIF	●	●	●	●	●
SAN FERNANDO - BAHÍA SUR	Venta de Billetes RENFE-OPERADORA	●	●	●	●	●
SANTANDER	Atención al Cliente ADIF	●	●	●	●	●
TARRAGONA	Centro Asistencia PMR 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
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–PETRER		•	•	•	•	•
ESPELUY		•	•		•	•

STATION	MEETING POINT	STATION ACCESSIBILITY				
		PARKING PLACE	LOBBY AND SHOPPING AREA	BETWEEN PLATFORMS	TOILETS	WHEELCHAIR
FERROL	VESTÍBULO	•	•	•	•	•
FIGUERES		•	•	•	•	•
FLAÇÁ		•	•	•	•	•
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	●	●		●	●
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	VESTÍBULO	●	●		●	●
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

L_ Preliminary Information on the Second Framework Capacity Offer

Annex A

Working Timetable 2024/2025 y 2025/2026

- On Sunday 15 December 2024 begin 2025 new Timetable, valid until Saturday, 13 December 2025.
- On Sunday, 14 December 2025, begin 2026 new Timetable, valid until Saturday, 12 December 2026
- 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.



2024

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	29			

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	22	23	24
25	26	27	28	29	30	31

APRIL

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					

MAY

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		

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

JULY

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				

AUGUST

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	

SEPTEMBER

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						

OCTOBER

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			

NOVEMBER

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	

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					

NETWORK STATEMENT 2025 ADIF_ V.0 (ED 13/06/2025)

2025

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	22	23
24	25	26	27	28	29	30
31						

APRIL

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				

MAY

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	

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						

JULY

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			

AUGUST

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

SEPTEMBER

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					

OCTOBER

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		

NOVEMBER

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

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				

MAIN MILESTONES:

WORKING TIMETABLE 2024-2025		SCHEDULE AGREED ADJUSTMENT			MONTHLY ADJUSTMENT	
		2024		2025	2024	2025
15-dec-24	2024/2025 Start of Service Hours	09-jun-24	Agreed adjustment	08-jun-25	04-feb-24	02-feb-25
08-apr-24	Limit for International requests	09-feb-24	Requests	08-feb-25	03-mar-24	02-mar-25
15-jun-24	Límite para solicitudes Nacionales				07-apr-24	06-apr-25
01-jul-24	Provisional international Capacity allocation	09-mar-24	Provisional Capacity Allocation	08-mar-25	05-may-24	04-may-25
02-aug-24	End of the international claims period				04-aug-24	03-aug-25
15-aug-24	Provisional allocation of National Capacity	09-apr-24	Final Capacity Allocation	08-apr-25	01-sep-24	07-sep-25
19-aug-24	Final allocation of International Capacity				06-oct-24	05-oct-25
16-sep-24	End of the national claims period	09-may-24	Train Announcement	08-may-25	03-nov-24	02-nov-25
15-oct-24	Final allocation of National Capacity					
01-nov-24	Train announcement					

Note:

- Other dates may be designated for Concluded Adjustments, when new infrastructures are commissioned.
- These dates will be communicated in advance.
- International dates are aligned with the RNE calendar.

2025

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	22	23
24	25	26	27	28	29	30
31						

APRIL

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				

MAY

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	

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						

JULY

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			

AUGUST

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

SEPTEMBER

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					

OCTOBER

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		

NOVEMBER

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

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				

2026

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	22
23	24	25	26	27	28	29
30	31					

APRIL

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			

MAY

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

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					

JULY

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		

AUGUST

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						

SEPTEMBER

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				

OCTOBER

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	

NOVEMBER

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						

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			

MAIN MILESTONES:

WORKING TIMETABLE 2025-2026		SCHEDULE AGREED ADJUSTMENT			MONTHLY ADJUSTMENT	
		2025		2026	2025	2026
14-dec-25	2025/2026 Start of Service Hours	08-jun-25	Agreed adjustment	14-jun-26	02-feb-25	01-feb-26
14-apr-25	Limit for International requests	08-feb-25	Requests	14-feb-26	02-mar-25	01-mar-26
14-jun-25	Límite para solicitudes Nacionales				06-apr-25	05-apr-26
07-jul-25	Provisional international Capacity allocation	08-mar-25	Provisional Capacity Allocation	14-mar-26	04-may-25	03-may-26
08-aug-25	End of the international claims period				03-aug-25	02-aug-26
14-aug-25	Provisional allocation of National Capacity	23-mar-25	End of the claim period	29-mar-26	07-sep-25	06-sep-26
25-aug-25	Final allocation of International Capacity	08-apr-25	Final Capacity Allocation	14-apr-26	05-oct-25	04-oct-26
15-sep-25	End of the national claims period				02-nov-25	01-nov-26
14-oct-25	Final allocation of National Capacity	08-may-25	Train Announcement	14-may-26		
29-oct-25	Train announcement					

Note:

- Other dates may be designated for Concluded Adjustments, when new infrastructures are commissioned.
- These dates will be communicated in advance.
- International dates are aligned with the RNE calendar.

Annex B

2025/2026 International Path Catalogue

CORRIDOR PATHS: HENDAYA-IRÚN-MADRID-ALGECIRAS / FUENTES DE OÑORO-VILAR FORMOSO (ATLANTIC CORRIDOR) .

Nº de Surco	Madrid - Abroñigal	Grisén	Irún	Conexiones	Carga, Longitud y Locomotora Tipo
40166/7 (1)	23:05	04:48	10:17	Forbach/ Ludwigshafen	1130tn 450m Loc 253
Nº de Surco	Conexiones	Irún	Grisén	M. Abroñigal	Carga, Longitud y Locomotora Tipo
40908/9 (1)	Forbach/ Ludwigshafen	11:22	17:07	22:24	1080tn 450m Loc 253
Nº de Surco	Algeciras	Madrid - Abroñigal	Irún	Conexiones	Carga, Longitud y Locomotora Tipo
40197/6 (1)	17:04	09:30	21:57	Tourcoing/ Amberes	1060t, 450m, Loc 335/253 1130t, 450m, Loc 253
Nº de Surco	Conexiones	Hendaya	Ciempozuelos	Algeciras	Carga, Longitud y Locomotora Tipo
40612/1	Einsiedlerhof	18:37	06:35	08:40 (+1)	1080t, 450m, Loc 253 1080t, 450m, Loc 253
Nº de Surco	Vicálvaro Cl.	Miranda de Ebro	Hendaya	Conexiones	Carga, Longitud y Locomotora Tipo
40161/0	00:28	07:48	12:25	Tourcoing/ Amberes	1080t 450m Loc 253

Nº de Surco	Conexiones	Irún	Grisén	Madrid - Abroñigal	Carga, Longitud y Locomotora Tipo
40194/5 (1)	Tourcoing/ Amberes	09:33	15:15	20:56	1080t 450m Loc 253
Nº de Surco	Villafría	-	Hendaya	Conexiones	Carga, Longitud y Locomotora Tipo
40661/0	12:03		16:26	Hendaya / Lyon Sibelin	1080t 450m Loc 253
Nº de Surcoco	Conexiones	Hendaya	-	Villafría	Carga, Longitud y Locomotora Tipo
40668/9	Lyon Sibelin / Hendaya	19:51		00:12 (+1)	1080t 450m Loc 253
Nº de Surco	Zaragoza (Grisén)	Pamplona	Hendaya	Conexiones	Carga, Longitud y Locomotora Tipo
40831/0	12:58	14:58	18:58	Mannheim	1080t 450m Loc 253
Nº de Surco	Conexiones	Hendaya	Altsasu	Zaragoza (CIM)	Carga, Longitud y Locomotora Tipo
40950/1	Tourcoing/ Amberes	11:03	13:34	17:20	1080tn 450m Loc 253

(1) Shared Path with Mediterranean corridor between Madrid and Grisén..

Nº de Surco	Pamplona	Altsasu	Hendaya	Conexiones	Carga, Lonxitude e Locomotora Tipo
40961/0	13:00	13:23	16:23	Forbach / Mannheim	1080t 450m Loc 253
Nº de Surco	Conexiones	Hendaya	Grisén	Ciempozuelos	Carga, Lonxitude e Locomotora Tipo
40614/3	Einsiedlerhof	21:58	2:53 (+1)	08:23 (+1)	1080t 450m Loc 253
Nº de Surco	Bilbao	Miranda de Ebro	Hendaya	Conexiones	Carga, Lonxitude e Locomotora Tipo
40662/3	14:00	16:45	20:05	Hendaya / Saarbrucken	1240t 450m Loc 253
Nº de Surco	Conexiones	Hendaya	Miranda de Ebro	Bilbao	Carga, Lonxitude e Locomotora Tipo
40610/1	Hendaya / Saarbrucken	16:01	19:35	22:25	1080t 450m Loc 253
Nº de Surco	Vilar Formoso	Medina del Campo	Hendaya	Conexiones	Carga, Lonxitude e Locomotora Tipo
40962/3	01:30	05:35	12:58	Lisboa, Leixoes, Hendaya	1200t, 450m, Loc 335 1200t, 450m, Loc 253
Nº de Surco	Conexiones	Hendaya	Medina del Campo	Vilar Formoso	Carga, Lonxitude e Locomotora Tipo
40814/5	Lisboa, Leixoes, Hendaya	05:11	12:17	15:30	1080t, 450m, Loc 253 1080t, 450m, Loc 335
Nº de Surco	Salamanca	-	Vilar Formoso	Conexiones	Carga, Lonxitude e Locomotora Tipo
40940/1	09:25	-	11:40	Entroncamento	1970t 406m Loc333 (DT)
Nº de Surco	Conexiones	Vilar Formoso	-	Salamanca	Carga, Lonxitude e Locomotora Tipo
40944/5	Entroncamento	12:33	-	14:26	500t 406m Loc 333
Nº de Surco	Vilar Formoso	Medina del Campo	Madrid - Abroñigal	Conexiones	Carga, Lonxitude e Locomotora Tipo
40206/7	02:38	06:55	11:49	Entroncamento / Lisboa	1060t 480m Loc333
Nº de Surco	Conexiones	Madrid - Abroñigal	Medina del Campo	Vilar Formoso	Carga, Lonxitude e Locomotora Tipo
40023/2	Entroncamento / Lisboa	16:40	22:15	01:37 (+1)	1060t 480m Loc 333

CORRIDOR PATHS: BADAJOZ-MÉRIDA (ATLANTIC CORRIDOR).

Nº de Surco	Mérida	Badajoz	KM. 517,6 (Fronteira)	Conexiones	Carga, Longitud y Locomotora Tipo
40816	05:07	06:10	06:17	Entroncamento / La Salud	1140t 450m Loc 335
Nº de Surco	Conexiones	KM. 517,6 (Fronteira)	Badajoz	Mérida	Carga, Longitud y Locomotora Tipo
40819	Entroncamento / La Salud	01:38	2:40	03:33	1140t 450m Loc335

CORRIDOR PATHS: CERBERE-PORTBOU-BARCELONA-ALGECIRAS-ALMERÍA / MADRID (MEDITERRANEAN CORRIDOR).

Nº de Surco	Granollers	-	Portbou	Conexiones	Carga, Longitud y Locomotora Tipo
40105	21:45	-	23:54	Metz y Amberes	960t 500m Loc 253
40893	20:23	-	22:46	Lyon y Forbach	960t 500m Loc 253
Nº de Surco	Conexiones	Portbou	-	Granollers	Carga, Longitud y Locomotora Tipo
40890	Lyon y Forbach	03:10	-	05:39	960t 500m Loc 253
40112	Metz y Amberes	04:10	-	06:15	960t 500m Loc 253
Nº de Surco	Constantí	Gerona	Portbou	Conexiones	Carga, Longitud y Locomotora Tipo
40117/6	19:40	23:49	00:46	Lyon y Forbach	960t 450m Loc 253
40553/2	18:30	22:23	23:22	Metz y Amberes	960t 450m Loc 253
Nº de Surco	Conexiones	Portbou	Gerona	Constantí	Carga, Longitud y Locomotora Tipo
40110/1	Metz y Amberes	04:18	05:08-	09:33	960t 450m Loc 253
40258/9	Lyon y Forbach	01:15	02:13	06:08	960 t 450 m Loc 253

Nº de Surco	Grisén	Tarragona	Cerbère	Conexiones	Carga, Longitud y Locomotora Tipo
40882/3	19:17	02:32 (+1)	06:52 (+1)	Lyon y Forbach	960t 450m Loc 253
Nº de Surco	Conexiones	Cerbère	Tarragona	Grisén	Carga, Longitud y Locomotora Tipo
40586/7	Lyon y Forbach	00:46	04:29	09:26	960t 450m Loc 253
Nº de Surco	Algeciras	Vicálvaro Cl.	Cerbère	Conexiones	Carga, Longitud y Locomotora Tipo
40152/3 (2)	17:04	12:30	03:55	Lyon y Modane	1060t, 450m, Loc 335/253 960 t 500 m Loc 253
Nº de Surco	Conexiones	Cerbère	Vicálvaro Cl.	Algeciras	Carga, Longitud y Locomotora Tipo
40512/3 (2)	Lyon y Modane	22:12	11:30 (+1)	08:40	1080t, 450m, Loc 253 1080t, 450m, Loc 253/335
Nº de Surco	Almería	Vicálvaro Cl.	Cerbère	Conexiones	Carga, Longitud y Locomotora Tipo
40459 (2) +40152/3	19:30	12:30 (+1)	03:56 (+2)	Lyon y Modane	750t, 430m, Loc 335 960t, 450m, Loc 253
Nº de Surco	Conexiones	Cerbère	Vicálvaro Cl.	Almería	Carga, Longitud y Locomotora Tipo
50512/3 + 40546 (2)	Lyon y Modane	22:54	12:33	10:40	1080 t, 450 m, Loc 253 960 t 430 m Loc 335
Nº de Surco	Murcia	Silla	Cerbére	Conexiones	Carga, Longitud y Locomotora Tipo
40490/1	07:10	12:11	--	Lyon, Forbach	960t 450m Loc 335 1000t 500m Loc 253
40248/9	-	15:15	00:38 (+1)	Lyon, Forbach	1000t 500m Loc 253
40246/7	-	21:02	04:27 (+1)	Lyon, Forbach	1000t 500m Loc 253
Nº de Surco	Conexiones	Cerbère	Silla	Murcia	Carga, Longitud y Locomotora Tipo
40846/7 40848/9	Lyon, Forbach	2:17	09:57 / 11:25	16:11 / 16:11	1000t 450m Loc 253 960t 450m Loc 335
40844/5	Lyon, Forbach	12:53	22:38	-	1000t 450m Loc 253

(2) Shared paths with 40193 and 40612/3 in Atlantic corridor.

CORRIDOR PATHS: FIGUERES V.-BARCELONA (MEDITERRANEAN CORRIDOR).

Nº de Surco	Barcelona M. / CT	Figueras V.	Lím. Adif-LP Ferro	Conexiones	Carga, Longitud y Locomotora Tipo
46117	3:45	6:34	6:39	Lyon, Forbach	1500t 750m Loc 252 (DT)/256
46191	04:55	07:01	08:28	Lyon, Forbach	1500t 750m Loc 252 (DT)/256
46199	08:50	11:38	11:43	Lyon, Forbach	1500t 750m Loc 252 (DT)/256
46195	19:50	23:04	23:08	Somain	1500t 750m Loc 252 (DT)/256
Nº de Surco	Conexiones	Lím. Adif-LP Ferro	Figueras V.	Barcelona M. / CT	Carga, Longitud y Locomotora Tipo
46186	Somain	05:42	05:49	08:44	1500t 750m Loc 252 (DT)/256
46188	Lyon, Forbach	19:35	18:07	22:13	1500t 750m Loc 252 (DT)/256
46190	Lyon, Forbach	20:11	20:38	23:03	1500t 750m Loc 252 (DT)/256
46248	Lyon, Forbach	21:28	21:57	00:21	1500t 750m Loc 252 (DT)/256

Annex C

Request forms:

* Infrastructure Capacity
* Capacity at Service Facility
* Basic Services
* Ancillary Services

Available on the following link:

Request Forms



Annex D

REFERENCE DOCUMENTATION

Updated February 28, 2025.

INTERNATIONAL LAW

International Agreement Concerning, International Carriage by Rail (COTIF), signed in Berne on 9 May 1980. OFFICIAL STATE GA- ZETTE 16 of 18 January 1986. Corrigendum Official State Gazette 125 of 26/05/1986 (updated version). mended by Vilna Protocol of 3 June 1999.

OFFICIAL STATE GAZETTE 149 of 23 June, 2006.

Amendments to the Convention concerning International Carriage by Rail (COTIF) and Annexes, signed in Bern on 14 June 2017 at the 10th meeting of the Committee of Intergovernmental Organization of Technical Experts for International Carriage by Rail (OTIF).

STATE OFFICIAL GAZETTE 40 of 15 February 2019.

Amendments to the Regulations on International Carriage of Dangerous Goods by Rail (RID 2019), Appendix C of the Convention on International Rail Transport (COTIF), signed in Bern on 9 May 1980 by the Committee of Experts on transport of dangerous goods at their 55th session held in Bern on 30 May 2018.

STATE OFFICIAL GAZETTE 145, OF 18 June 2019.

Amendment to the Standards on International Carriage of Dangerous Goods by Rail (RID 2021), Annex C to the Convention on International Carriage by Rail (COTIF), signed in Bern on 9 May 1980, with Amendments signed by the Commission of experts on transport of dangerous goods through a written procedure.

STATE OFFICIAL GAZETTE 120 of 20 May 2021.

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 adhesion in the European Union to the Convention concern- ing 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

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 de June 1970.

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 (CE) 653/2007 of 13 June on using a common European format for safety certificates and application documents, in accordance with Directive 2004/49/CE, article 10, and on the validity of safety certificates issued under Directive 2001/14/EC.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 153/9 of 14 June 2007

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) 1371/2007 of the European Parliament and of the Council, of 23 October 2007. Regarding the rights and obligations of railway passengers.
OFFICIAL JOURNAL OF THE EUROPEAN UNION L 315, of 3 December 2007.

Valid until 6 June 2023, the date when Regulation (EU) 2021/782 of the European Parliament and of the Council of 29 April 2021 on rights and duties of rail passengers enters into force, as published in the OFFICIAL JOURNAL OF THE EUROPEAN UNION L172/1, of 17 May 2021

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 certifi- cates 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.

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 (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.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 17 November 2012.

Regulation (EU) N º 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) 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 1315/2013 of the European Parliament and of the Council of 11 December 2013 on the Union guidelines to develop the Trans-European Transport Network, and repeals Decision No 661/2010/EU.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 20 December 2013.

Amended by: M1 COMMISSION Delegated Regulation (EU) 2023/1176 of 14 July 2022

Regulation (EU) No. 642/2014 of the Council of 16 June 2014. Whereby the Joint Undertaking Shift2Rail is established.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 17 June 2014.

Regulation (EU) Nr. 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 2023/1694 (EU) Commission Execution Regulation of 10 August 2023.

Regulation (EU) Nr. 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 per- sons 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) Nr. 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

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 Fer 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.

Regulation (EU) Nr 995/2015 of the Commission of 8 June 2015. Amending the decision 2012/757/EU on the technical specification for interoperability relating to the " traffic operation and management", of the rail system in the European Union.
OFFICIAL JOURNAL OF THE EUROPEAN UNION of 30 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) No 2337/2016 of the European Parliament and of the Council, of 14 December 2016. Repealing Council Regulation (EEC) No 1192/69 on common rules for the standardization of accounts of railway undertakings.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 23 December 2016.

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) 2017/6 of the Commission of 5 January 2017. On the European Deployment Plan of the European Rail Traffic Management System.
OFFICIAL JOURNAL OF THE EUROPEAN UNION of 6 January 2017.

Implementing Regulation 2017/2177 of the Commission of 22 November 2017. On access to service facilities and related rail services.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 23 November 2017.

Commission Implementing Regulation (EU) 2018/545 of 4 April 2018. Laying down the practical arrangements to authorize railway vehicles and the process to authorize the type of railway vehicles in accordance with Directive (EU) 2016/797 of the European Parliament and of the Council (relevant text for the purposes of EEE.)

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 6 April 2018.

Amended by Commission Implementing Regulation (EU) 781/2020 of 12 June 2020, which modifies Commission Implementing Regulation (EU) 2018/545 on the application dates and certain transitory provisions to extend the transposition period of Directive (EU) 2016/797 of the European Parliament and of Council.

Regulation (EU) 2018/643 of the European Parliament and of the Council of 18 April 2018 Relative to statistics on rail transport.

Regulation (EC) 91/2003 of 16 December 2002 is repealed.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 2 May 2018.

Commission Delegated Regulation (EU) 2018/761 of 16 February 2018. Setting common safety methods for national safety authorities to supervise following the issuance of a single safety certificate or a safety authorization in accordance with Directive (EU) 2016/798 of the European Parliament and of the Council and repealing Regulation (EU) No 1077/2012 of the Commission

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 25 May 2018.

Amended by Commission Delegated Regulation (EU) 2020/782 of 12 June 2020 on the application dates upon extending the transposition period of Directive (EU) 2016/798 of the European Parliament and the Council

---

Commission Delegated Regulation (EU) 2018/762 of 8 March 2018,

Setting common safety methods on safety management system requirements in accordance with (EU) 2016/798 Directive of the European Parliament and of the Council, and repealing (EU) nr. 1158/2010 and (EU) 1169/2010 Commission Regulations.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 25 May 2018.

Amended by Commission Delegated Regulation (EU) 2020/782 of 12 June 2020 on the application dates after extending the transposition period of Directive (EU) 2016/798 of the European Parliament and the Council

---

Commission Implementing Regulation (EU) 2018/763 of 9 April 2018. Laying down the practical arrangements to issue single safety certificates to railway undertakings in accordance with Directive (EU) 2016/798 of the European Parliament and of the Council, and repeals Regulation (EC) No. 653/2007 of the Commission.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 25 May 2018.

Commission Implementing Regulation (EU) 2018/764, of 2 May 2018. About the fees and tariffs payable to the Railway Agency of the European Union and payment terms.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 25 May 2018.

Commission Implementing Regulation (EU) 2018/867 of 13 June 2018. Providing for the internal regulation of the European Union Railway Agency resources Room(s).

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 14 June 2018.

Commission Implementing Regulation (EU) 2018/1795 of 20 November 2018, establishing the procedure and criteria to apply the economic balance test in accordance with article 11 of Directive 2012/34/ EU of the European Parliament and of the Council.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 294/5 of 21 November 2018

Commission Implementing Regulation (EU) 2018/1602 of 11 October 2018. Amending Annex I to Council Regulation (EEC) No 2658/87 concerning the tariff and statistical nomenclature and the Common Customs Tariff.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 31 October 2018.

Commission Implementing Regulation (EU) 2019/250 of 12 February 2019. Concerning the templates for statements and "EC" certificates of railway interoperability constituents and subsystems, the model statement of conformity with an authorized type of railway vehicle and "EC" verification procedures for subsystems in accordance with Directive (EU) 2016/797 of the European Parliament and of the Council, and repealing Commission Regulation (EU) No 201/2011.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 13 February 2019.

Amended by Commission Execution Regulation (EU) 2020/779 of 12 June 2020 on application dates after extending the transposition period of Directive (EU) 2016/797 of the European Parliament and the Council

---

Implementing Regulation (EU) 2019/773 of the Commission of 16 May 2019. Concerning the technical specification of interoperability corresponding to the subsystem "traffic operation and management" of the European Union railway system and repealing Decision 2012/757/EU. (New TSI - OPERATIONS).

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.

As amended by Commission Implementing Regulation (EU) 2023/1693 of 10 August 2023

Commission Implementing Regulation (EU) 2019/777 of 16 May 2019. On common specifications of the railway infrastructure register and repealing Implementing Decision 2014/880/EU. (New RINF specifications).

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.

Commission Implementing Regulation (EU) 2019/778 of 16 May 2019. Amending Regulation (EU) No. 1305/2014 as regards change management.
(Modification TSI - Telematic Applications for Freight).
OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.

Commission Implementing Regulation (EU) 2019/779 of 16 May 2019. . Laying down detailed provisions concerning a certification system for entities in charge of vehicle maintenance in accordance with Directive (EU) 2016/798 of the European Parliament and of the Council and repealing Commission Regulation (EU) No 445/2011.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.

Modified by Commission Implementing Regulation (EU) 2020/780 of 12 June 2020, amending Regulation (EU) No. 445/2011 and Implementing Regulation (EU) 2019/779 on measures to extend the validity of certain certificates of railway entities dedicated to maintenance and certain transitory provisions due to COVID-19 pandemic.

Commission Recommendation (EU) 2019/780 of 16 May 2019. On practical provisions for issuing safety authorizations to infrastructure managers.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.

Commission Implementing Regulation (EU) 2020/424 of 19 March 2020, on presenting information to the Commission about a not application of the technical specifications for interoperability in accordance with Directive (EU) 2016/ 797.
OFFICIAL JOURNAL OF THE EUROPEAN UNION L84/20 of 20 March 2020



Commission Implementing Regulation (EU) 2020/572 of 24 April 2020 on the information presentation structure to which railway accident and incident investigation reports shall comply.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L132/10 of 27 April 2020.

Regulation (EU) 2020/698 of the European Parliament and the Council of 25 May 2020, setting specific and temporary measures, as a result of COVID-19 outbreak, regarding a renewal or extension of certain certificates, permits, licenses and authorizations, and postponement of certain periodic controls and continuous training in certain areas of transport legislation.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L165/10 of 27 May 2020.

Regulation (EU) 2021/267 of the European Parliament and the Council of 16 February 2021, setting specific and temporary measures, as a result of the COVID-19 crisis extension, regarding the renewal or extension of certain certificates, permits, licenses and authorizations, the postponement of certain periodic controls and continuous training in certain areas of transport legislation and the extension of certain periods contemplated in Regulation (EU) 2020/698.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L60/1 of 22 February 2021.

Regulation (EU) 2021/782 of the European Parliament and of the Council of 29 April 2021 on the rights and obligations of rail passengers (in force as from 6 June 2023).

OFFICIAL JOURNAL OF THE EUROPEAN UNION L172/1, 17 May 2021.

Regulation (EU) 2021/1153 of the European Parliament and of the Council of 7 July 2021 setting up the Mechanism "Connecting Europe" and repealing Regulations (EU) No 1316/2013 and (EU) No 283/2014.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L249/38, of 14 July 2021

Commission Implementing Regulation (EU) 2023/1695 of 10 August 2023 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 L222/380 of 8 September 2023.

DIRECTIVES

Council Directive 1992/106/EEC of 7 December 1992 on setting common standards for certain combined transport of goods between Member States.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 17 December 1992.

Directive 2005/47/EC of the Council, of 18 July, 2005.

Regarding the Agreement between the Community of European Railways (CER) and the European Transport Workers' Federation (ETF) on certain aspects of working conditions for mobile workers who carry out cross border interoperability services in the railway sector.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 195, of 27 July 2005.

Directive 2007/59/EC of the European Parliament and of the Council, of 23 October 2007. Regarding certification of train drivers operating locomotives and trains in the Community rail system. OFFICIAL JOURNAL OF THE EUROPEAN UNION L 315, of 3 December 2007.

Amended by:

M1 DIRECTIVE 2014/82/EU OF THE COMMISSION. Text with EEA relevance of 24 June 2014.

M2 DIRECTIVE 2016/82/EU OF THE COMMISSION Text with EEA relevance of 1 June 2016.

M3 2019/554 (EU) Commission Regulation of 5 April 2019, amending annex 6 to 2007/59/EC Directive of the European Parliament and the Council on the certification of locomotive and train drivers in the Community's rail system.

Directive 2008/68/EC of the European Parliament and of the Council, of 24 September 2008 Regarding land transport of dangerous goods.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 260, of 30 September 2008.

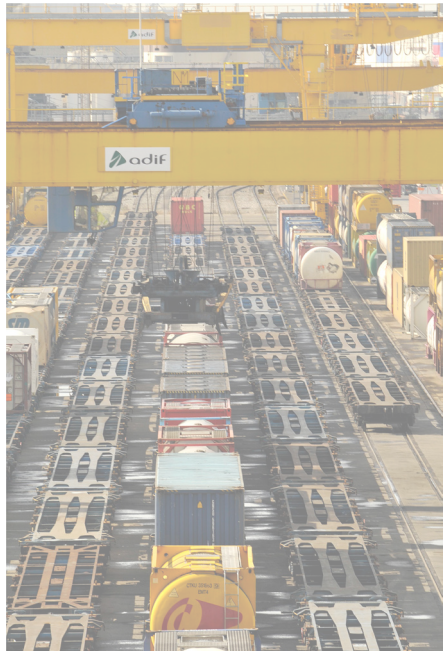
Amended by:

M1 COMMISSION DECISION of 4 March 2009

M2 COMMISSION DECISION of 25 March 2010.

M3 DIRECTIVE 2010/61/EU DE LA COMMISSION Applicable text for the purpose of 2 September 2010.

M4 COMMISSION DECISION of 14 January 20114



M5 IMPLEMENTING COMMISSION DECISION of 4 April 2012

M6 COMMISSION DIRECTIVE 2012/45/EU Applicable text for the purpose of EEE of 3 December 2012

M7 IMPLEMENTING COMMISSION DECISION of 6 May 2013.

M8 DIRECTIVE 2014/103/EU OF THE COMMISSION Text with EEA relevance of 21 November 2014.

M9 IMPLEMENTING DECISION (EU) 2015/217 OF THE COMMISSION of 10 April 2014.

M10 IMPLEMENTING DECISION (EU) 2015/974 OF THE COMMISSION of 17 June 2015.

M11 IMPLEMENTING DECISION (EU) 2016/629 DECISION of 20 April 2016.

M12 COMMISSION DIRECTIVE 2016/2309/EU of 16 December.

M13 2017/695 (EU) Commission Execution Regulation of 7 April.

M14 2018/217/EU COMMISSION DIRECTIVE of 31 January

M15 2018/936 (EU) commission execution decision of 29 June.

M16 DIRECTIVE 2018/1846 COMMISSION DIRECTIVE of 23 November 2018.

M17 2019/1094 COMMISSION EXECUTION REGULATION of 17 June.

M18 2019/1243 (EU) European Parliament and Council Regulation, of 20 June 2019.

M19 COMMISSION IMPLEMENTING DECISION (EU) 2020/1241. Relevant text for EEA purposes of 28 August 2020.

M20 DELEGATED DIRECTIVE (EU) 2020/1833, OF THE COMMISSION

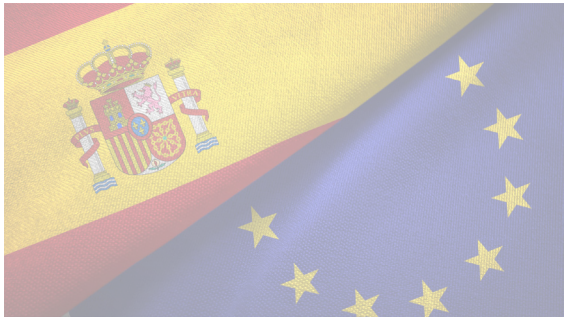
Directive 2012/34/EU of the European Parliament and of the Council of, de 21 de November de 2012. Establishing a single European railway area.

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 2014/94/EU of the European Parliament and of the Council of 22 October 2014 on the implementation of an infrastructure for alternative fuels.

OFFICIAL JOURNAL OF THE EUROPEAN UNION, of 28 October 2014.

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 (EU) 2016/1148 of the European Parliament and of the Council of 6 July 2016 on measures to ensure a high common level of safety of networks and information systems in the Union.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 19 July 2016.

Directive (UE) 2020/700 of the European Parliament and of the Council of 25 May 2020, granting Member States an additional period to complete the transposition process until 31 October 2020

EXECUTION DECISIONS

Commission Execution Decision 2011/665/EU of 4 October 2011 on the European Register of Authorized Types of Rail Vehicles

OFFICIAL JOURNAL OF THE EUROPEAN UNION, of 8 October 2011.

M1 Commission Execution Regulation 2019/776 of 16 May 2019.

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 draft- ing, adoption and review of interoperability technical specifications.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 15 August 2017.

M1 Commission Implementing Regulation 2019/776 of 16 May 2019.

GOVERNMENT REGULATION

RULES WITH LAW STATUS

Law 15/2009, of 11 November on contracts of land transport of freight.

Official State Gazette of 12 November 200.

Royal Decree-Law 22/2012, of 20 July on measures to adopt in the field of infrastructure and rail services

Official State Gazette of 21 July 2012.

Law 3/2013 of 4 June, to create the National Commission for Markets and Competition

Official State Gazette of 5 June 2013.

M1 Royal Decree-Law 23/2018, of 21 December on transposing directives on trademarks, rail transport and combined travel and related travel services. STATE OFFICIAL GAZETTE of 27 December 2018.

M2 Royal Decree-Law 1/2019, of 11 January on urgent measures to adapt the powers of the National Commission of the Markets and Competition to the requirements arising from Community law with regard to Directives 2009/72/EC and 2009/73/ EC of the European Parliament and of the Council of 13 July 2009 on common rules for the internal market of electricity and natural gas. STATE OFFICIAL GAZETTE of 12 January 2019.

Royal Decree-Law 15/2013, of 13 December on restructuring the public business entity "Administrador de infraestructuras ferroviarias" (ADIF) and other urgent measures in the economic order.

Official State Gazette of 14 December 2013.

Royal Legislative Decree 1/2013, of 29 November approving the Consolidated Text of the General Law on rights of people with disabilities and their social inclusion.

Official State Gazette of 31 December 2013.

Law 38/2015, of 29 September, of the Rail Sector. Official State Gazette of 30 September 2015.

M1 23/2018 Royal Decree-Law, of 21 December on transposition of directives on trademarks, rail transport, combined travel and related travelling services. State Official Gazette of 27 December 2018.

M2 Law 6/2018, of 3 July.

M3 Royal Decree-Law 28/2020, of 22 September.

M4 Law 10/2021, of 9 July.

M5 Law 13/2021, of 1 October.

M6 Law 4/2022, of 25 February 2022.

M7 Royal Decree-Law 14/2022, of 1 August

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.

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.

Royal Decree 1566/1999 of 8 October.

On safety advisers for transport of dangerous goods by rail or inland waterways

Royal Decree 412/2001 of 20 April.

Regulating several aspects related to the transport of dangerous goods by rail. Official State Gazette of 8 May 2001.

AMENDED are annexes 2 and 3 and Annex 1 IS REPLACED, by Order ITC/254/2007, of 1 February.

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

---

Royal Decree 2387/2004, of 30 December. Approving Rail Industry Regulation.

Official State Gazette, of 31 December 2004.

Transitional Provision 1.1 is DELETED by virtue of Royal Decree 664/2015, of 17 July.
AMENDED IS 11 additional provision by Royal Decree 623/2014, of 18 July.
REPEALED are Title VI, by Royal Decree 657/2013, of 30 August.
AMENDED is art. 56, by Royal Decree 641/2011, of 9 May.
AMENDED are:

- Arts. 129 and 134, by Royal Decree 1434/2010, of 5 November.
- Arts. 54 to 56 and 78.2.f) and additional provision 10 is DELETED, by Royal Decree 100/2010, of 5 February.
- Article 134 of Royal Decree 1006/2015, of 6 November.

REPEALED are Chapters V and VI of Title III and arts 16.1, 27.2, 35.2, 63.2 and 3, 82, 88, 133, 134.2 and Annex are AMENDED by Royal Decree 810/2007 of 22 June.
REPEALED are 14 additional provision and AMENDED are certain provisions, by Royal Decree 354/2006, of 29 March.

AMENDED: arts. 45.2, 63 indicated references and ADDED a sole additional provision and DELETED transitory provision 5 of Royal Decree 2387/2004, of 30 December by Royal Decree 271/2018, of 11 May (Ref. STATE OFFICIAL GAZETTE-A-2018 -6372).

Royal Decree 2395/2004, of 30 December.

Approving the Statute of state-owned Administrador de Infraestructuras Ferroviarias.

Official State Gazette, of 31 December 2004.

AMENDED are arts. 1, 3, 4, 6, 9, 11, 13, 16, 17, 23, 27, 30, 31, 33, 34 and 40, by Royal Decree 1044/2013, of 27 December.

AMENDED ARE: Art. 15.1, by Royal Decree 104/2011, of 28 January.

Arts. 3.1 and 16.1.p), by Royal Decree 458/2010, of 16 April.

CORRECTION of errors in Official State Gazette num. 23 of 27 January 2005.

Royal Decree 1544/2007, of 23 November.

Which governs access basic conditions and non-discrimination to access and use transport modes for people with disabilities.

Official State Gazette, of 4 December 2007.

AMENDED ARE Annexes I and IX, by Royal Decree 1276/2011, of 16 September. CORRIGENDUM of errors in Official State Gazette Nr. 55, of 4 March 2008.

Annexes I and IX ARE AMENDED by Royal Decree 1276/2011, of 16 September.

Amended by Royal Decree 537/2019, of 20 September, which modifies Royal Decree 1544/2007, of 23 November, governing the basic conditions of accessibility and non-discrimination to access and use of transport means for people with disabilities.

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.

Royal Decree 627/2014, of 18 July. On assistance to victims of railway accidents and their families.

Official State Gazette of 19 July 2014.

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.

Amended by Royal Decree 292/2016 of 15 July, which amends the single transitory provision of Royal Decree 664/2015 of 17 July, approving Rail Traffic Regulations.

Amended by Royal Decree 1011/2017, of 1 December, amending Royal Decree 664/2015, of 17 July approving Rail Traffic Regulation.

Amended by Royal Decree 695/2018, of 29 June, which amends Royal Decree 664/2015, of 17 July, and Royal Decree 1011/2017, of 1 December.

Amended by Royal Decree 1513/2018, of 28 December, which modifies sole transitory provision of Royal Decree 664/2015, of 17 July approving Rail Traffic Regulation.

Amended by Royal Decree 469/2021, of 29 June, which modifies Royal Decree 664/2015, of 17 July 17, approving Railway Traffic Regulation.

Amended by Royal Decree 606/2023, of 11 July, amending Royal Decree 664/2015, of 17 July, approving Rail Traffic Regulations

---

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 645/2020, of 7 July, develops the basic organizational structure of the Ministry of Transport, Mobility and Urban Agenda.

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.
State Official Gazette of 21 June 2023

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 danger- ous goods by road and rail.

Official State Gazette of 16 November 2004.

Order FOM/32/2005 of 17 January. Creating the Coordination Committee of Railway Activities. Official State Gazette of 21 January 2005.

Order FOM/897/2005 of 7 April. Regarding the Network Statement and the procedure to Allocate Rail Infrastructure Capacity.

Official State Gazette of 9 April 2005.

AMENDED BY:

- Certain precepts, and art. 5 bis per Order FOM/642/2018, of 13 June.
- Art. 10, by Order FOM/1977/2015, of 29 September.
- Additional single provision ADDED by Order FOM/189/2015.
- Art. 11.b), by Order FOM/420/2014, of 7 March.

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.

Order FOM / 3671/2007, of 24 September. Approving the Instruction on actions to be considered in the Project of railway bridges (IAPF-07).

Official State Gazette of 17 December 2007

Corrigendum Official State Gazette No 264, of 1 November 2008.

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.

Corrigendum Official State Gazette of 11 February 2011.

Amended by Order FOM/679/2015 of 9 April, Official State Gazette of 20 April 2015. Amended by Order FOM/1613/2016, of 4 October, State Official Gazette of 8 October 2016.

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 Sate 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.

Order FOM/710/2015, of 30 January. Approving the Catalogue of Lines and Sections of the General Interest Rail Network. Spanish

Official Gazette of 23 April 2015.

M1 Order FOM/925/2018, of 10 September (Ref. State Official Gazette-A-2018-12397)

M2 Order TMA/1240/2020, of 8 December (Ref. State Official Gazette-A-2020-16830)

M3 Order TMA/488/2021, of 19 May (Ref. State Official Gazette-A-2021-8513)

M4 Order TMA/1108/2022, of 11 November (Ref. State Official Gazette-A-2022-19086).

Order FOM/1630/2015 of 14 July. Approving the "Rail Gauge Instruction".

Official State Gazette of 4 August 2015.
M1 Order TMA/135/2023 of 15 February (Ref. State Official Gazette-A-2023-4324).

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.
State Official 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. State Official Gazette of 19 January 2017.

M1 Order TMA/135/2023 of 15 February (Ref. State Official Gazette -A-2023-4324).

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 mainting 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.

Orden TMA/135/2023, de 15 de February, approving the railway instruction with the project and construction of the infrastructure subsystem (IFI) and the railway instruction for the project and construction of the energy subsystem (IFE). It also amends Order FOM/1630/2015 of 14 December July, approving the railway Gauge Instruction and Order FOM/2015/2016, of 30 December, approving the Official Catalogue of Railway Traffic Signals in the General Interest Railway Network.

State Official Gazette, of 18 February 2023.

Order TMA/147/2023, of 7 February, changing the name of several railway stations in Barcelona commuter hub.
State Official Gazette, of 22 February 2023.

Order TMA/261/2023, of 14 March, amending the name of Fanjul railway station.
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/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.

RESOLUTIONS OF MINISTRY

Resolution of 10 July 2009, of the General Department of Rail Infrastructure. Approving the "Technical Specification to approve Railway Rolling Stock: Wagons". Official State Gazette, of 14 August, 2009.

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.

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.

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.

Resolution of 23 February 2023, of the General Directorate of Planning and Evaluation of the Railway Network, which publishes the Agreement of the Council of Ministers of February 21, 2023, by which the railway section between Tarancón and Utiel of line 03-310 Aranjuez-Valencia Fuente de San Luis is closed.

State Official Gazette of 2 March 2023

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 Administrador de Infraestructuras Ferroviarias, 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**.**

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 regulations: 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

ACRONYMS	
DR	Network Statement
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

ACRONYMS	
RSF	Rail Sector Regulation
SIGES	Special Train Management System
SIPSOR	Computer System for Request of Occasional and Regular Train paths
SYACIS	Capacity Request and Allocation at Service Facilities
TEN-T/RTE-T	Trans European Network-Transport
TERFN	Trans European Rail Freight Network
TEU	Twenty-foot Equivalent Unit (Container)
EU	European Union
UIC	Unión Internacional de Chemins de Fer (International Union of Railways)
UTI	Intermodal Transport Unit

DEFINITIONS

Agreed Service Adjustment: Service adjustment where general changes to the Transport Plan are introduced.

Allocation: the rail infrastructure manager grants the right to serve railway infrastructure.

Allocation Factor (Fi): Percentage of responsibility for the unpunctuality assigned to every management area.

Alternative Transport Plan (TAP): Temporal variation of the base or master planning to an Applicant by railway infrastructure manager on a particular line due to traffic incidents or significant variations in track capacity, even on a schedule (works, for example).

Alternative Route: Route between the same origin and same destination, provided that both routes may be substituted for the railway undertaking to operate these for passenger or freight transport service concerned.

Ancillary Rolling Stock: Ancillary rolling stock are rail vehicles specifically equipped for supervisory, examination and maintenance duties of tracks and its permanent facilities, including, among others, track machinery, and rail-road vehicles (bimodal), as well as those for workshop trains, and aid.

Application for Capacity Request and Allocation at Service Facilities (SYACIS): It is the computer application that railway infrastructure manager makes available to RUs and other Applicants (owners of rolling stock, transport actors, shippers, and transport operators) in the process of capacity allocation at service facilities

Applicant: Railway Undertakings and international business groups setting up such undertakings. Also, public administrations with transport service powers to provide rail transport services that have a public interest in capacity allocation or consignees, loaders and transport companies and operators, which are not considered as railway undertakings but are interested in capacity allocation.

Approval: Document entitling the holder to perform some functions based on his/her capacity as accredited after completing formal training, according to RD 664/2015 RCF.

Authorization for Exceptional Transport: It is a document established by CPCTE, chaired by Traffic Safety Department, which, arising from a Viability Study, establishes the conditions of transport and traffic requirements to be fulfilled for said transport. If necessary, we can determine, among other requirements, the need for staff to accompany track, electrification and others.

Authorization to run train vehicles: Conducting testing, or transfers on the Railway Network of General Interest require that the rail vehicle performing these has a provisional authorization to run granted by the rail infrastructure manager. The applicant must inform the head of the railway safety authority about traffic appropriate temporary authorizations.

Block Systems: System or process aimed at ensuring that the trains running on the same route and in the same direction, do it separately at a distance that prevents these from reaching, and that when a train runs on a track, does not run another in the opposite direction on the same tracks.

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 grantedby the State Agency for Rail Safety to a maintenance center of rolling stock, which shows that it meets regulatory, technical and operating conditions required to perform their activity.

Maintenance Center Certification: Authorization granted by the railway infrastructure manager empowering a maintenance center of rolling stock holder thereof, to perform any maintenance work or set of maintenance operations on a particular type or class of railway vehicle.

Mallas-Mesh: Railway infrastructure manager computer system for programming capacities.

Monthly Service Adjustment: Limited service adjustment of the Operator Transport Plan. It usually takes place once a month. It has more restrictive conditions on changes and train path creation.

Network Statement (NS): Document outlining the features of the infrastructure made available to RUs and access conditions to it. It outlines the general rules, periods, procedures and criteria relating to tariffs and capacity allocation Systems. It also contains further information necessary to request a train path or Service Facilities.

Notified Bodies: Bodies responsible for assessing conformity or suitability for use of interoperability components or performing "EC" subsystem verification processes.

One Stop Shop (OSS): National point of contact that infrastructure managers provide to Applicants for requesting access information and capacity to infrastructures in all integrated networks.

Operation of the railway infrastructure: allocation of railway tracks, traffic management and setting tariffs to use the infrastructure.

Operator of the service facility: The private or public entity responsible for managing one or more service facilities specified in article 42, Rail Sector Act, or for providing to railway undertakings one or more services at said facilities, and supplementary and ancillary services as defined in Rail Sector Act.

Path: Infrastructure capacity needed to run a train between two places over a given time-period.

PCS (Path Coordination System): Web application made available by RNE for Infrastructure Managers, Capacity Allocation Bodies and Applicants to manage and coordinate processes of Capacity Allocation.

Provisional Operating Permission: To carry out trials, tests or transfers, a rail vehicle shall have previously obtained Provisional Operating Permission granted by railway infrastructure manager.

Punctuality threshold (Up): For the incentive system, margin of time, measured in minutes, to consider a delayed train arrival at destination as non-punctual.

Rail Net Europe (RNE): European organization with the purpose of quickly and efficiently allocating capacity for all types of international rail traffic, in accordance with national laws and regulations, and of the European Union.

Railway Traffic Regulations (RCF): Document setting traffic rules on the General Interest Rail Network and the conditions necessary for train traffic, incorporating the principles governing the organization of traffic, the basic technical vocabulary, mandatory documents, the meaning of signals, standards to be met for trains to run in the General Interest Rail Network, their entry, departure and running through stations, types of blocking and interlocking, rules for train composition and braking, shunting ways, etc.

Railway Undertaking (RU): Railway undertakings are entities, licensees of railway undertakings, which main business is to provide services for passengers or freight by rail, in the terms established in this law. Railway undertakings shall, in any case, provide traction. Also those providing traction only, shall be considered to be considered railway undertakings.

Rail Undertaking License: Authorization granted by a State to an undertaking, by which its capacity as a Railway Undertaking is recognized and which may be limited to supplying certain types of transport services.

Railway Vehicle Maintenance Plan: A document that outlines a set of maintenance operations established for each maintenance intervention that shall be performed on a railway vehicle and their frequency during its useful life in order to keep it in the condition required during its validation, required technical characteristics in terms of safety, reliability, technical compatibility, healthiness, environmental protection and, where appropriate, interoperability, in accordance with TSA .

Reasonable Profit: A rate of remuneration of own capital that takes into account the risk, including the risk that affects revenue, or the absence of risk, of the service facility operator and in line with the registered average rate in the Sector in recent years.

Related railway service: Basic, supplementary or ancillary service included in points 2, 3 and 4 of Annex II to Directive 2012/34/EU.

Regulation on Traffic Safety in the Network Managed by Adif: It is developed in Royal Decree 810/2007, of 22 June published in State Official Gazette of 7 July 2007. Updated in Annex 1, Common Safety Indicators through Royal Decree 918/2010, of 16 July as published in State Official Gazette of 5 August 2010. Amended the section of entity responsible for maintenance by Royal Decree 641/2011 of 9 May.

Rolling Stock Maintenance Center: Organization designed to carry out maintenance interventions and their operations, outlined in the maintenance plan of every rail vehicle, in accordance with that set forth in Order FOM 233/2006 of 31 January. In order to carry out these functions, all maintenance centers shall be approved by the DGF and hold a specific authorization for each type of maintenance intervention be carried out and in accordance with the characteristics of the rail vehicle subject to maintenance, granted by railway infrastructure manager.

Rolling Stock Validation: Process for approving rolling stock referred to in article 58 under Rail Sector Act, which ensures that rolling stock complies with applicable TSA.

Route: A line of railroad track to be taken from a starting point to a point of destination.

Safety Certificate: The safety certificate proves that the railway undertaking has established its own safety management system and is able to meet the requirements regarding control, traffic and safety systems, knowledge and staff requirements related to rail traffic safety and technical characteristics of rolling stock that will be used and maintenance conditions, in order to control risks and operate on the network in a safe way.

Safety Responsible Authority: It is the national agency responsible for functions relating to safety in rail traffic or any binational body to whom Member States have entrusted these functions to ensure a unified safety regime in relation to specialized cross-border infrastructure.

Section: A block section is the track part or a part of each track on which under normal traffic conditions there may be only one train at a time. Depending on the block system, it can be between two collateral stations or two block warning signs.

Service Adjustment: Date set by the rail infrastructure manager to adjust the transport plan (TP).

Service Facility Capacity: Service facility use and potential service provision over a given period, taking into account the time necessary to access the service facility or to leave it.

Service Timetable: Document that includes all details determining planned movements of trains and rolling stock that will take place on a particular infrastructure in the period of said Timetable.

Shunting: Movement to add or segregate vehicles from a train. Set or unset a train. Sort vehicles or material cuts. Classify vehicles in the same way or from one to another within shunting limits. Perform the necessary movements to change on gauge changers train gauge when these are equipped with the necessary technology. Bring or carry stock from/to open track facilities lacking a remote protection signal from the station or the CTC. Perform stock movements between collateral facilities that complement each other forming a logistic railway complex.

Siding: State or private owned rail infrastructure consisting of a track facility for wagon load, unload and stabling, with connections to a line through one or more switches on open line, and which is used to complement RFIG.

Special Railway Register (REF): A mandatory registration of entities, legal and natural persons whose activity is related to the rail sector and who require, to exercise this activity, the corresponding rail undertaking license or authorization, pursuant to Rail Sector Act, Regulation and other implementing rules. Amongst the duties of the State Agency for Rail Safety are organizing and managing this register.

Special Train Management System (STMS): This is the computer system that manages immediate train path requests. These paths are usually requested with at least one day's notice and for exceptional reasons. It is available of all RUs, via telematics or through safe connection protocols.

Specialist Line: Statement concerning certain network sections where one type of traffic will be preferred by railway infrastructure manager in certain time periods.

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 01/01/2025 (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	1668	3 KV CC
110	SEGOVIA	VILLALBA DE GUADARRAMA	1668	3 KV CC
112	BIF. LÍNEA MADRID-HENDAYA	VALLADOLID-ARGALES	1668	3 KV CC
116	LOS COTOS	CERCEDILLA	1000	1,5 KV CC
120	P.K. 124,235 (FRONTERA)/VILAR FORMOSO	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

NETWORK STATEMENT 2025 ADIF_ V.0 (ED 13/06/2025)

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
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	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	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
338	CAMBIADOR VALENCIA	VALENCIA-JOAQUIN SOROLLA	1668	3 KV CC
340	MOIXENT	BIF MOIXENT	1668	3 KV CC
342	ALCOI	XATIVA	1668	NO
344	GANDIA	SILLA	1668	3 KV CC
346	GANDIA-PORT	GANDIA MERCADERIES	1668	3 KV CC
348	FORD (hasta límite PK 3,012)	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

LINE	ORIGIN	DESTINATION	TRACK WIDTH (mm)	ELECTRIFICATION
606	BIF. PUERTO F.S.L.	VALENCIA PUERTO SUR (Hasta límite PK 7,1)	1668	NO
608	VALENCIA-F.S.L. MERCANCÍAS	VALENCIA F.S.L. - AG. KM. 5,8	1668	NO
614	BIF. JOAQUÍN SOROLLA-IBÉRICO	VALENCIA-JOAQUÍN SOROLLA	1668	3 KV CC
620	TORTOSA	L'ALDEA-AMPOSTA-TORTOSA	1668	3 KV CC
900	MADRID-CHAMARTÍN-CLARA CAMPOAMOR	MADRID-ATOCHA CERCANÍAS (Vía Recoletos)	1668	3 KV CC
916	BIF. SANTA CATALINA	MADRID-SANTA CATALINA	1668	3 KV CC
934	MADRID-ABROÑIGAL	BIF. REBOLLEDO	1668	3 KV CC
936	SAN CRISTOBAL INDUSTRIAL	VILLAVERDE BAJO	1668	3 KV CC
946	MADRID-SANTA CATALINA	VILLAVERDE BAJO	1668	3 KV CC
AXLE 04. ALCÁZAR DE SAN JUAN - CÓRDOBA - SEVILLA - CÁDIZ/BADAJOZ				
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

LINE	ORIGIN	DESTINATION	TRACK WIDTH (mm)	ELECTRIFICATION
428	CAMBIADOR ANTEQUERA	ANTEQUERA- S. ANA-AGUJA KM. 50,4	1668	NO
430	BIF. CÓRDOBA MERCANCÍAS	LOS PRADOS	1668	3 KV CC
432	CÓRDOBA	EL HIGUERÓN	1668	3 KV CC
436	FUENGIROLA	MÁLAGA-CENTRO ALAMEDA (APD)	1668	3 KV CC
438	HUELVA MERCANCÍAS AG. KM. 107,4	ACCESO PUERTO DE HUELVA	1668	NO
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	BADAJOZ	KM. 517,6 (FRONTERA)/ELVAS	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	BADAJOZ (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

LINE	ORIGIN	DESTINATION	TRACK WIDTH (mm)	ELECTRIFICATION
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

LINE	ORIGIN	DESTINATION	TRACK WIDTH (mm)	ELECTRIFICATION
182	CAMBIADOR CLASIFICACIÓN	BIF. CLASIFICACIÓN	1668	3 KV CC
184	BIF. RÍO BERNESGA	CAMBIADOR DE VILECHA	1668	3 KV CC
800	A CORUÑA	LEÓN AG. KM.123,6	1668	NO/ 3KV CC
802*	TORAL DE LOS VADOS	VILLAFRANCA DEL BIERZO	1668	NO
804	BETANZOS-INFESTA	FERROL	1668	NO
810	BIF. CHAPELA (Desde Redondela)	MONFORTE DE LEMOS	1668	3 KV CC
814	GUILLAREI	KM. 5,5 (FRONTERA) /VALENCA DO MINHO	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

LINE	ORIGIN	DESTINATION	TRACK WIDTH (mm)	ELECTRIFICATION
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 LÍNEA 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	C.F. MERC. VALLADOLID	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 2025

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	34	146	19%
100 MADRID CHAM. C. C.-P.K. 641.181 (FRONTERA)	198	60	138	30%
102 MADRID CHAM. C. C.-BIF. ARANDA	59	16	43	27%
104 UNIV. CANTOBLANCO-ALCOB.-S.S.REYES	518	130	388	25%
110 VILLALBA GUADARR.-SEGOVIA	74	19	55	26%
116 LOS COTOS-CERCEDILLA	28	10	18	36%
120 F.OÑORO - FRONTERA-MEDINA DEL CAMPO	41	11	30	27%
122 SALAMANCA-AVILA	35	15	20	43%
130 VENTA DE BAÑOS-GIJON-SANZ CRESPO	147	42	105	29%
132 BIF. TUDELA VEGUIN-ABLAÑA	112	53	59	47%
140 BIF. TUDELA VEGUIN-EL ENTREGO	126	46	80	37%
144 S.JUAN DE NIEVA-VILLABONA DE AST.	214	82	132	38%
154 LUGO LLANERA-TUDELA VEGUIN	70	23	47	33%
160 PALENCIA-SANTANDER	76	41	35	54%
164 MAGAZ-PALENCIA ARROYO VILLALOBÓN	246	1	245	0%

LINE	CAPACITY (1)	CURRENT TRAFFIC (2)	AVAILABLE PATHS	SATURATION
200 MADRID CHAM. C. C.-BARNA-FRANÇA	154	68	86	44%
202 TORRALBA-SORIA	16	4	12	25%
204 BIF. CANFRANC-CANFRANC	12	4	8	33%
210 MIRAFLORES-S.VICENÇ CALDERS	121	48	73	40%
214 C.I.M. DE ZARAGO-LA CARTUJA	189	50	139	26%
220 LLEIDA-PIRINEUS-BIF. VILANOVA	152	66	86	43%
222 BIF. AIGÜES-LA TOUR DE CAROL-ENVEIGT	67	42	25	63%
224 CERDANYOLA VALLES-CERDANYOLA UNIV.	100	79	21	79%
230 PLANA-PICAMOIXON-REUS	79	28	51	35%
238 CASTELLBISBAL-AG.LLOBR.-BARNA MORROT	280	74	206	26%
240 S.VICENÇ CALDERS-L'HOSPITALET-LLOBR.	406	141	265	35%
246 MOLLET-SANT FOST-CASTELLBISBAL-AG. RUBI	383	54	329	14%
254 AEROPORT-EL PRAT DE LLOB.	102	74	28	73%
270 BIF. ARAGO-CERBERE	288	103	185	36%
276 MAÇANET-MASSANES-L'HOSPITALET-LLOBR.	303	164	139	54%
300 MADRID CHAM. C. C.-VALENCIA-NORD	258	85	173	33%
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	82	38	44	46%
332 LA ENCINA AGUJA KM. 2.963-CAUDETE	124	16	108	13%
336 EL REG. AG. 525.3-ALACANT-TERMINAL	70	45	25	64%

LINE	CAPACITY (1)	CURRENT TRAFFIC (2)	AVAILABLE PATHS	SATURATION
340 MOIXENT-BIF. MOIXENT	38	16	22	42%
342 ALCOI-XATIVA	16	8	8	50%
344 GANDIA-SILLA	256	69	187	27%
400 ALCAZAR SAN JUAN-CADIZ	179	56	123	31%
402 JAEN-ESPELUY-AG.340.1	26	18	8	69%
410 LINARES BAEZA-ALMERIA	73	7	66	10%
416 MOREDA-GRANADA	84	10	74	12%
420 BIF. MARAVILLAS-ALGECIRAS	39	13	26	33%
422 BIF. UTRERA-FUENTE DE PIEDRA	38	12	26	32%
430 BIF. CORDOBA MERCANCIAS-LOS PRADOS	39	14	25	36%
436 MALAGA-C. ALAM.-FUENGIROLA	155	111	44	72%
440 BIF. LOS NARANJOS-HUELVA	63	38	25	60%
444 BIF. TAMARGUILLO-LA SALUD	272	31	241	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	0	82	0%
500 BIF. PLANETARIO-BIF. CASA DE LA TORRE	93	38	55	41%
502 CACERES-KM.428.5 (FRONT)	8	2	6	25%
512 HUELVA MERCANCÍAS-ZAFRA	10	5	5	50%
516 MERIDA-LOS ROSALES	23	11	12	48%
520 CIUDAD REAL-BADAJOZ	17	9	8	53%
522 MANZANARES-CIUDAD REAL	94	15	79	16%
610 SAGUNT-BIF. TERUEL	34	10	24	29%

LINE	CAPACITY (1)	CURRENT TRAFFIC (2)	AVAILABLE PATHS	SATURATION
620 L'ALDEA-AMP-TOR.-TORTOSA	120	32	88	27%
630 PORT AVENTURA-TARRAGONA	90	20	70	22%
700 INTERM. ABANDO I. P.-CASETAS	141	51	90	36%
702 GRISEN-CABAÑAS DE EBRO	250	16	234	6%
710 ALTSASU-CASTEJON DE EBRO	73	27	46	37%
720 SANTURTZI-INTERM. ABANDO I. P.	370	174	196	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	12	61	16%
814 GUILLAREI-TUI - FRONTERA	72	11	61	15%
820 ZAMORA AG KM 233.0-MEDINA DEL CAMPO	48	3	45	6%
822 BIF. VALORIO-A CORUÑA	67	12	55	18%
900 MADRID CHAM. C. C.-MADRID ATOCHA C.	605	365	240	60%
902 PITIS-HORTALEZA	164	32	132	20%
908 HORTALEZA-AEROPUERTO-T4	352	90	262	26%
910 MADRID ATOCHA C.-PINAR DE L ROZAS	386	260	126	67%
916 BIF. SANTA CATALINA-MADRID SANTA CATALINA	47	8	39	17%
920 PARLA-MOSTOLES-EL SOTO	569	299	270	53%
930 MADRID ATOCHA C.-S. FERNANDO HEN.	630	238	392	38%
942 VILLAVERDE BAJO-VALLECAS-IND.	264	66	198	25%

(1) Average daily available capacity in both directions for a standard day and referring to all types of traffic.

(2) Average daily traffic in both directions for a standard day.

- The average daily capacity of the line and its saturation may vary by routes and time periods.
- On lines with origin/destination from/to large passenger stations, if these are declared congested, this capacity could be significantly reduced.

Annex H

Classification of Lines by Type

Updated to 01/01/2025. (1ts 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	72,4
102	BIF. ARANDA	MADRID-CHAMARTÍN CLARA CAMPOAMOR (Hasta Colmenar Viejo)		E	254,7
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	VALLADOLID-CAMPO GRANDE	LA CARRERA		D	5,5
110	SEGOVIA	VILLALBA DE GUADARRAMA (Hasta Cercedilla)		D	42,9
110	SEGOVIA (Desde Cercedilla)	VILLALBA DE GUADARRAMA	MADRID	C1	19,7
112	BIF. LÍNEA MADRID-HENDAYA	VALLADOLID-ARGALES		D	3,6
114	C.F. MERC. VALLADOLID	BIF. CANAL DEL DUERO		B2	8,0
116	LOS COTOS	CERCEDILLA	MADRID	C1	18,2
120	P.K. 124,235 (FRONTERA)/VILAR FORMOSO	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

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPES	LENGTH (kms)
166	BIF. RUBENA	VILLAFRÍA		D	3,7
168	VILLAFRÍA	BIF. RUBENA-AGUJA KM. 377,3		D	3,6
176	VALDESTILLAS	CAMBIADOR VALDESTILLAS		B2	0,8
182	CAMBIADOR CLASIFICACIÓN	BIF. CLASIFICACIÓN		B2	0,4
184	BIF. RÍO BERNESGA	CAMBIADOR DE VILECHA		B2	0,4
188	BIF. ARROYO DE LA GOLOSA	CAMBIADOR MEDINA DEL CAMPO AV		B2	3,0
200	MADRID-CHAMARTÍN CLARA CAMPOAMOR	BARCELONA-ESTACIÓ DE FRANÇA (Hasta Guadalajara)	MADRID	C1	54,5
200	MADRID-CHAMARTÍN CLARA CAMPOAMOR (Desde Guadalajara)	BARCELONA-ESTACIÓ DE FRANÇA (Hasta Casetas)		D	269,0
200	MADRID-CHAMARTÍN CLARA CAMPOAMOR (Desde Casetas)	BARCELONA-ESTACIÓ DE FRANÇA (Hasta Miraflores)	ZARAGOZA	C1	16,6
200	MADRID-CHAMARTÍN CLARA CAMPOAMOR (Desde Miraflores)	BARCELONA-ESTACIÓ DE FRANÇA (Hasta S. Vicenç De Calders)		D	292,6
200	MADRID-CHAMARTÍN CLARA CAMPOAMOR (Desde S. Vicenç De Calders)	BARCELONA-ESTACIÓ DE FRANÇA	BARCELONA	C1	67,4
202	TORRALBA	SORIA		E	92,7
204	BIF. CANFRANC	CANFRANC		E	138,4
206	LLEIDA-PIRINEUS	PK. 1,927 (LLEIDA)		E	1,9
208	S. JUAN MOZARRIFAR	SAN GREGORIO		E	3,5
210	MIRAFLORES	SAN VICENÇ DE CALDERS (Hasta Tarragona)		D	251,0
210	MIRAFLORES (Desde Tarragona)	SAN VICENÇ DE CALDERS		B2	24,9
212	HOYA DE HUESCA-AGUJA KM. 2,3	BIF. HOYA DE HUESCA		E	1,7
214	C.I.M. DE ZARAGOZA	LA CARTUJA		D	25,5
216	BIF. PZA. AG. KM. 1,4	BIF. PZA. AG. KM. 8,9		D	2,0
218	BIF. PLAZA	ZARAGOZA-PLAZA		D	4,5
220	LLEIDA-PIRINEUS	BIF. VILANOVA		E	118,0

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPES	LENGTH (kms)
220	LLEIDA-PIRINEUS (DESDE MANRESA)	BIF. VILANOVA	Barcelona	C1	63,7
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	3,6
230	LA PLANA-PICAMOIXONS	REUS		D	20,9
234	REUS	CONSTANTI		D	6,2
238	CASTELLBISBAL-AGUJAS LLOBREGAT	BARCELONA-MORROT		D	25,7
240	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	57,0
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	80,7
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	7,3
332	LA ENCINA AGUJA KM. 2,963	CAUDETE		B2	5,9
336	EL REGUERÓN-AGUJA KM. 525,3	ALACANT-TERMINAL	MURCIA	C2	73,7
338	CAMBIADOR VALENCIA	VALENCIA-JOAQUÍN SOROLLA		B2	0,5
340	MOIXENT	BIF. MOIXENT	VALENCIA	C2	0,8

* 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 P.k. 3,012)	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	367,8
400	ALCÁZAR SAN JUAN (Desde Lora Del Río)	CÁDIZ (Hasta Utrera)	SEVILLA	C2	86,7
400	ALCÁZAR SAN JUAN (Desde Utrera)	CÁDIZ (Hasta Jerez Frontera)		B1	72,4
400	ALCÁZAR SAN JUAN (Desde Jerez Frontera)	CÁDIZ	CÁDIZ	C2	48,9
402	ESPELUY-AGUJA KM. 340,1	JAÉN		B2	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	EL HIGUERÓN		D	6,5
436	FUENGIROLA	MÁLAGA-CENTRO ALAMEDA (APD)	MÁLAGA	C2	30,7
438	HUELVA MERCANCÍAS AG. KM. 107,4	ACCESO PUERTO DE HUELVA		D	5,7
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	21,9
500	BIF. PLANETARIO (DESDE HUMANES)	BIF. CASA DE LA TORRE (HASTA MONFRAGÜE)		B2	228,8
502	CÁCERES	KM. 428,5 (FRONTERA)/MARVAO-BEIRA		E	97,0

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPES	LENGTH (kms)
504	VILLALUENGA-YUNCLER	ALGODOR		E	16,3
508	BADAJOZ	KM. 517,6 (FRONTERA)/ELVAS		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	48,9
520	CIUDAD REAL	BADAJOZ (Hasta Puertollano-Mercancías)		D	42,5
520	CIUDAD REAL (Desde Puertollano-Mercancías)	BADAJOZ (Hasta Mérida)		E	236,1
522	MANZANARES	CIUDAD REAL		B2	64,5
524	CIUDAD REAL-MIGUELTURRA	BIF. POBLETE		D	1,9
528	ALMORCHÓN	MIRABUENO		E	130,1
602	BIF. PUERTO CABANYAL	VALENCIA-PTO NORTE (Hasta Límite P.k. 6,7)		D	0,8
604	LES PALMES	PORT DE CASTELLÓ		D	6,8
606	BIF. PUERTO F.S.L.	VALENCIA-PTO SUR (HASTA LÍMITE P.K. 7,1)		D	1,5
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	12,0
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	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	13,6
722	MUSKIZ	DESERTU-BARAKALDO	BILBAO	C1	13,1
724	BILBAO MERCANCÍAS	SANTURTZI		D	3,3
726	BIF. LA CASILLA	AGUJA DE ENLACE		D	2,0
740	PRAVIA	FERROL (Hasta Cudillero)	RAM ASTURIAS	C2	13,4
740	PRAVIA (Desde Cudillero)	FERROL (Hasta Ortigueira)		E	203,3
740	PRAVIA (Desde Ortigueira)	FERROL	RAM GALICIA	C2	52,6
750	GIJÓN-SANZ CRESPO	PRAVIA	RAM ASTURIAS	C2	50,9
752	LAVIANA	GIJÓN-SANZ CRESPO	RAM ASTURIAS	C2	48,9
754	SOTIELLO	PUERTO DE EL MUSEL		D	8,9
756	AGUJA ENLACE SOTIELLO	AGUJA ENLACE VERIÑA		D	0,7
758	LA MARUCA MERCANCÍAS	PUERTO DE AVILES		D	1,8
760	OVIEDO	TRUBIA	RAM ASTURIAS	C2	12,1
762	TRUBIA	SAN ESTEBAN DE PRAVIA	RAM ASTURIAS	C2	38,9

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 Cabezon 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	2,5
776	RIBADESELLA-PUERTO	LLOVIO		D	2,6
780	BILBAO-LA CONCORDIA	SANTANDER (Hasta Aranguren)	RAM BILBAO	C2	23,5
780	BILBAO-LA CONCORDIA (Desde Aranguren)	SANTANDER (Hasta Orejo)		E	77,9
780	BILBAO-LA CONCORDIA (Desde Orejo)	SANTANDER	RAM CANTABRIA	C2	17,1
790	ARANGUREN	LA ASUNCIÓN-UNIVERSIDAD (Hasta La Calzada)	RAM BILBAO	C2	9,7
790	ARANGUREN (Desde La Calzada)	LA ASUNCIÓN-UNIVERSIDAD (Hasta Guardo Apd.)		E	184,7
790	ARANGUREN (Desde Guardo Apd.)	LA ASUNCIÓN-UNIVERSIDAD (LEÓN)	RAM LEÓN	C2	113,9
792	MATALLANA	LA ROBLA		E	10,9
800	A CORUÑA	LEÓN AG. KM. 123,6		B2	426,1
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	KM. 5,5 (FRONTERA) /VALENCA DO MINHO		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	230,7
822	BIF. VALORIO (DESDE OURENSE)	A CORUÑA (HASTA BIF.COTO DA TORRE)		B2	1,0

* 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 Bif.coto Da Torre)	A CORUÑA (Hasta Bif. A Grandeira Aguja Km. 85,0)		D	125,8
822	BIF. VALORIO (Desde Bif. A Grandeira Aguja Km. 85,0)	A CORUÑA		B1	64,9
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	27,7
912	LAS MATAS	PINAR DE LAS ROZAS		B2	3,6
914	BIF. CHAMARTÍN	BIF. P. PÍO	MADRID	C1	1,3
916	BIF. SANTA CATALINA	MADRID-SANTA CATALINA		D	2,8
920	MÓSTOLES-EL SOTO	PARLA	MADRID	C1	45,5

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPES	LENGTH (kms)
930	MADRID ATOCHA CERCANÍAS	SAN FERNANDO DE HENARES	MADRID	C1	18,4
932	MADRID ATOCHA CERCANÍAS	MADRID-SANTA CATALINA		E	5,4
934	MADRID-ABROÑIGAL	BIF. REBOLLEDO		D	3,2
936	SAN CRISTÓBAL INDUSTRIAL	VILLAVERDE BAJO		D	3,0
940	O'DONNELL	VICÁLVARO-MERCANCÍAS		D	3,9
942	VILLAVERDE BAJO	VALLECAS INDUSTRIAL		D	7,2
944	VICÁLVARO	VICÁLVARO-MERCANCÍAS		D	2,1
946	MADRID-SANTA CATALINA	VILLAVERDE BAJO		D	2,8
948	VICÁLVARO-MERC. AGUJA KM.3,007	BIF. VICÁLVARO-MERCANCÍAS.		D	1,5



Annex 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)
- → MODEL OF CONFORMITY AND AGREEMENT TO TRANSFER SPACES FOR ANCILLARY SERVICESS (SX-6)
- → AGREEMENT TO PROVIDE LOST AND FOUND PROPERTY MANAGEMENT SERVICE (SX-9)
- → 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 Ministerio de Transportes, Movilidad y Agenda Urbana that, amongst their competences, and according to article 23.1.i), in aforementioned Law 38/2015, includes the provision of basic, supplementary and ancillary services to the rail transport service, amongst which are traction fuel basic services of supply at fix or mobile facilities.

In accordance with Royal Decree 2395/2004, of 30 December, approving the statute of the state-owned Entity Administrador de Infraestructuras Ferroviarias, Royal Decree-Law 15/13 of 13 December, on restructuring the state-owned entity "Administrador de Infraestructuras Ferroviarias" (Adif) and other urgent economic measures, Order PRE/2443/2013, of 27 December, by which the assets and liabilities of the state-owned Administrador de Infraestructuras Ferroviarias which ownership shall be taken on by ADIF-Alta Velocidad, and Adif Network Statement and ADIF Alta Velocidad, said service is offered by Adif E.P.E.

On the other hand, in accordance E.P.E Adif Network Statement, every railway undertaking, owner of the corresponding license and with a safety certificate according to the line, shall sign an agreement with Adif EPE to obtain traction fuel supply, a service offered by Adif EPE

(Name) _____, a railway undertaking owner of the corresponding license and safety certificate, wants to be provided with fuel traction supply service by Adif EPE since (month) 20xx, so both entities have agreed upon terminating this Contract, intended to determine the provision conditions, of this basic service by Adif EPE, through their Fuel Management Under-Directorate in favour of (Railway Undertaking) _____.

This contract sets the conditions to provide aforementioned services in accordance with valid private prices approved by Adif Board of Directors, and with afore section on traction fuel supply hereunder, in Adif Network Statement.

And by virtue of the foregoing, the parties sign this Agreement, based on the following provisions, and therefore:

Provisions

I. PURPOSE

The purpose of this Agreement is to set the conditions under which Adif E.P.E. undertakes and obliges to supply (Railway Undertaking) _____, as from the signature date, the necessary traction fuel, as well as the economic payable compensation for said service, in accordance with the general criteria indicated in the annex, which is subject to private prices approved by Adif EPE, in accordance with Adif E.P.E. Network Statement, in force at all times.

II. SERVICE SCOPE

Fuel supply service is linked to using the following facility types:

- Fix Supply Point (Fiscal Warehouse}: These are facilities where - upon authorization in compliance with the conditions and requirements set by law - the fuel is supplied and stored in a warehouse, initially, and therefrom it can be supplied to the rail vehicle.
- Mobile Supply Point: Facilities with a fix point to supply fuel directly from the tanker – of the supplying company - to the railway vehicle.

The services in this Agreement shall be provided by Adif EPE to (Railway Undertaking) _____, at supplying points, under the terms and for the prices set forth in the Fuel Supply Service Catalogue on the Network Statement, published on Adif website.

Without prejudice to Law 38/2015, Rail Sector Act, and implementing regulations, any issue not provided for under this Agreement shall be subject to the private legal system.

III. SERVICE PROVISION ACCESS CONDITIONS

Access conditions (CA) to these services are included in the Fuel Supply Service Catalogue, published on Adif website. The following are particularly relevant for an adequate access to service provision:

- (Railway Undertaking) __ shall provide the necessary documentation (Railway Undertaking License, Company Fiscal Identification Code, Exemption Agreement granted by the Tax Agency, current premises and activity card granted by the Spanish Tax Agency and Letter of Diesel B final consumer) to register on Adif EPE computer system and justify the authorization to use exempt B diesel.
- (Railway Undertaking) shall give to Adif E.P.E. the renewals of Exemption Agreements and CAE cards with the time necessary to update the computer system and notify the supplier.
- (Railway Undertaking) __ will provide upon registration the UIC number of every available vehicle - whether owned or rented - communicating the variations that may occur during this contract term, for whatever reason, indicating the start and end dates of said variations.
- Should the (Railway Undertaking) not report a vehicle cancellation - as its owner or lessee - and if it continues to be supplied, the supply invoicing(s) shall be made by (Railway Undertaking), __ who will pay to Adif EPE the corresponding invoice. _ (Railway Undertaking) __ will resolve with the current owner of the vehicle said payment without Adif E.P.E.'s intervention.
- (Railway Undertaking) will notify Adif E.P.E. of all fixed and/or mobile points where they need to provide these services, before accessing them to avoid possible supply problems.
- (Railway Undertaking) shall submit their requests to provide the services required at every service facility, adapting to the term, format and minimum content set by Adif EPE, in order to preserve an orderly, efficient and safe operation at supply facilities.

- In the case of mobile points, (Railway Undertaking) shall indicate on its request the litres of fuel to be refuelled, taking into account that said quantity shall be fully supplied in the vehicle, with no product return to the Supplier. In the event of a product return, Adif E.P.E. will pass on to (Railway Undertaking) the extra costs incurred for said reason.

IV. CONDITIONS TO USE FUEL FACILITIES - TAX WAREHOUSE TYPE - TO SUPPLY EXEMPTED DIESEL B TO RAILWAY VEHICLES

Use conditions (CU) for these facilities are included in the Catalogue of Services of the Network Statement, published on Adif website. The following are particularly relevant:

- (Railway Undertaking) shall make a proper use of the facility for the intended purposes.
- (Railway Undertaking) shall comply with the requirements in terms of rail safety and, in particular, the relevant qualifications for railway personnel and railway rolling stock conditions, as well as in terms of occupational risk prevention.
- 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 "B" mode.

1. Payments shall be monthly – at the end of every calendar month - by transfer or deposit in Adif E.P.E. bank accounts as follows: _____: IBAN _____ and _____: IBAN _____, thirty days after invoice date. Adif E.P.E shall send the invoice, including all payable amounts by (Railway Undertaking) _____, corresponding to the monthly accrual before the tenth of the month following the invoiced one. Any delays in paying the invoices presented, and without prejudice to any other relevant right, shall add up late payment interests that will be calculated in accordance with article 7, Law 3/2004, of 29 December defining measures to combat late payment in commercial operations.

Furthermore standards set forth in articles 101 and 102, Rail Sector Act and other applicable regulations shall apply.

VI. AGREEMENT TERM

This Contract shall enter into force on __, _____, 20XX and shall remain valid until (one year) _____, with tacit extensions for annual periods, and may be condemned by any party six months in advance.

The Contract shall be considered tacitly extended when neither party communicates to the other their intention to not extend it six months before the deadline.

VII. REASONS TO TERMINATE THE CONTRACT

This contract shall expire given the following reasons:

1. By mutual agreement of the parties.

2. By complaint in writing of either party with a six-month notice period, under the terms provided in this Agreement.

3. If any party breaches the contract.

Given non-compliance leading to non-payment by (Railway Undertaking) _____ of the amounts owed for service provision and without prejudice to resolving this Agreement, ADIF E.P.E. may suspend the service, after express communication to the railway undertaking. Service suspension shall be kept as long as the payment is not made, or the debt is sufficiently guaranteed.

After the Agreement is terminated for any reason, all rights and obligations arising prior to the termination shall be settled and fulfilled by both parties, without prejudice to the rights and obligations arising from said termination, in accordance with the Law or as provided hereunder.

VIII. TRANSFER TO THIRD PARTIES

This agreement may not be transferred to third parties by neither party without a prior written consent of the other party. Any transfer that breaches this clause shall be void and the parties shall continue to be liable by virtue of this contract.

Adif E.P.E may contract with third parties the services under this agreement.

IX. NOTIFICATIONS

For notification purposes, the parties may direct communication, by any means admitted by Law that sufficiently accredits their receipt, with the following persons designated as speaking persons by signing entities:

By (Railway Undertaking)

Signed.: _____

[POSITION] _____

By Adif

Signed.: _____

[POSITION]: _____

X. APPLICABLE LAW AND COURTS

The supply under this Agreement shall be governed and interpreted by Railway Sector Act and by Private Law. In accordance with article 44.4, Law 38/2015, of 29 September, on the railway sector, the National Markets and Competition Commission may hear and resolve claims made by railway undertakings and other Applicants when understood that the non-discrimination principle has been breached upon providing supplementary services. This shall be made without prejudice to the competence of ordinary jurisdiction to resolve any controversy that may arise regarding the determination or payment of private prices.

For these purposes, the parties shall submit to the Courts of Madrid capital city, waiving any other jurisdiction.

XI. CONFIDENTIALITY AND DATA PROTECTION

Both parties shall keep secret all data and information provided by Adif concerning this agreement, and the successful bidder shall keep said information confidential and secret, and not reveal it in any way, neither whole nor in part, to any natural or legal person that is not a party to the agreement.

Personal data shall be processed by the state-owned business Entity Administrador de Infraestructuras Ferroviarias (ADIF) in order to perform the management and maintenance of service provision. The legal basis of this data treatment is service provision. Your data shall be kept for the time set forth by applicable law and shall not be transferred to third parties except for legal obligations.

You can access your data, rectify or delete them, refuse to its treatment and request its limitation by directing your request to the address: email of the delegate dpd.adif@adif.es or by postal mail at Calle Sor Ángela de la Cruz, 3-7ª Plant, 28020 - Madrid accompanying a photocopy of your ID or Passport.

And in proof of conformity they sign this Contract, in two copies, in the place and on the date expressed in the heading.

By (Railway Undertaking)	By Adif
Signed.: _____	Signed.: _____
[POSITION] _____	[POSITION]: _____

ANNEX I

SUPPLY POINTS

- In accordance with Adif Network Statement.

SERVICE PROVISION

- Services shall be provided as determined in the "service offer, definition and description" corresponding to the **basic service SB-2** published in Adif Network Statement.

PRICES FOR SERVICE PROVISION

- Applicable privates prices shall be the ones in force at any time for Basic Service provision **SB-2** published in Adif Network Statement.
- To the actual cost/m3 shall be added the cost of the supply service set out in the Adif Network Statement.

AGREEMENT TO PROVIDE TRACTION POWER SUPPLY SERVICES TO: (RAILWAY UNDERTAKING), BY THE STATE-OWNED COMPANY ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS ADIF-ALTA VELOCIDAD

In Madrid, _____ 20XX

Together:

On the one part Mr./Ms (Name) _____ (Position) _____ of the state-owned entity ADIF - Alta Velocidad, acting on behalf of ADIF - Alta Velocidad EPE, hereinafter ADIF - Alta Velocidad, with address in C/ Sor Ángela de la Cruz, Nr. 3, CP 28020 - Madrid, with Tax Identification Nr. _____ , state-owned entity governed by Royal Decree Law 15/2013, of 13 December, Law 40/2015, of 1 October, Legal Regime of the Public Sector, under development standards of both, in their Statutes, as approved by Royal Decree 1044/2013, of 27 December, in the budgetary law and other applicable standards .

And on the other, Mr./Ms (Name) _____, with Tax Id No. _____, (Position) _____, who acts on behalf of (Railway Undertaking) _____, with registered office in _____ with Tax Identification Nr. _____, by virtue of the deed granted before the Notary Public in _____ Mr./Ms _____, on __ _____ 20__, with protocol number ____.

The parties hereof recognize their mutual legal capacity to sign and grant this Agreement, and for this purpose:

State:

That on 14 December 2013, Royal Decree Law 15/2013 of 13 December was published in the Official State Gazette on restructuring the state-owned entity "Administrador de infraestructuras Ferroviarias" (Adif) and other urgent economic measures to create the entity ADIF - Alta Velocidad, and its additional provision 3 provides for the application to ADIF - Alta Velocidad of article 40.3.a), Law 39/2003, of 17 November of the Rail Sector, on the obligation of the Railway Infrastructure Manager to provide supplementary services to supply electric power in railway infrastructures integrated in the General Interest Railway Network to the railway undertakings that request it.

That on 30 September 2015, Law 38/2015, of 29 September, on the rail sector was published in the Official State Gazette. In accordance with Article 22 in said Law railway infrastructures management and construction shall correspond, within the scope of state competence, to one or several public business entities attached to the Ministerio de Transportes, Movilidad y Agenda Urbana, among its powers under Article 23.1 .i of Law 38/2015, includes the provision of supplementary and ancillary services to rail transport service, amongst which is the supplementary supply service of traction power, defined as such by articles 44 and following ones, under said Law related with Annex I to said standard.

On the other hand, and in accordance with ADIF - Alta Velocidad Network Statement, every railway undertaking, with the corresponding license and with Safety Certificate according to Line, shall sign an agreement with ADIF - Alta Velocidad in order to obtain traction power supply, a supplementary service offered by ADIF - Alta Velocidad.

(Railway Undertaking)_____, a railway undertaking with the corresponding license and safety certificate, wants to be provided with traction power supply service by ADIF - Alta Velocidad, reason why both entities have agreed hereupon, in order to determine the conditions to provide this supplementary service by ADIF - Alta Velocidad, by means of their Directorate of Energy and Network Fiber, in favor of (Railway Undertaking) _____.

This Agreement determines the conditions to provide aforementioned service in accordance with the prices in force at all times, as approved by ADIF - Alta Velocidad Board of Directors, in compliance with aforementioned ADIF - High Speed Network Statement in this traction power supply section.

And by virtue of the foregoing, the parties sign this Agreement, based on the following provisions, and therefore:

AGREE

I. PURPOSE

The purpose of this Agreement is to set the conditions and procedures under which ADIF - Alta Velocidad undertakes and obliges to provide to (Railway Undertaking) _____, the necessary traction power supply to said railway entity, as well as the payment for such service, in accordance with the general criteria indicated in the paper subject to the prices approved by ADIF - Alta Velocidad and in accordance with ADIF - Alta Velocidad Network Statement in force at all times.

II. SERVICE PROVISION CONDITIONS

Services included in this Agreement will be provided by ADIF - Alta Velocidad to (Railway Undertaking) _____, under the terms and prices in force at all times on ADIF-Alta Velocidad Network Statement.

The maps of Adif and ADIF- Alta Velocidad Network statements show the electrified lines of both managers.

Without prejudice to Law 38/2015 of the Rail Sector, and its implementing regulations, for whatever is not included hereunder, private sector law shall apply..

III. INVOICING AND PAYMENT CONDITIONS

The prices referred to in ADIF- Alta Velocidad Network Statements do not include VAT.

Payments will be made monthly, for calendar months due, by transfer or deposit to ADIF - Alta Velocidad bank accounts open in Banks _____, with IBAN _____ and _____, with IBAN _____ thirty days before invoice. ADIF - Alta Velocidad undertakes to remit the invoice, comprehensive of all charges to be met by (Railway Undertaking) _____ , corresponding to the monthly accrual before day ten in the month following the invoice date.

Delays in paying submitted invoices, and without prejudice to any other right that corresponds, will generate a late interest charge calculated according to Article 7, Law 3/2004, of 29 December, by which anti-delinquency measures are set in commercial operations.

Furthermore the standards provided for in articles 101 and 102 of Law 38/2015, of 29 September, on the railway sector and other applicable regulations shall apply.

Determination of affected traffic shall be set with the official documentation provided by ADIF – Alta Velocidad.

IV. AGREEMENT TERM

This Agreement will enter into force on the signature date and shall be valid until (date) _____, with tacit extensions for annual periods, and may be denounced by any party at least six months in advance.

The Agreement shall be tacitly extended if neither party communicates to the other its intention to terminate it six months before it expires.

V. REASONS TO TERMINATE THE AGREEMENT

This Agreement shall be considered terminated given any following reason:

1. Upon mutual agreement of the parties.
2. By written complaint of any party within a notice period of six months, under the terms provided for in this Agreement.
3. Given non-compliance of any party.

Given non-compliance caused by non-payment by (Railway Undertaking) _____ of the amounts owed upon service provision and without prejudice to concluding this Agreement, ADIF EPE may proceed to suspend the service, prior Express notice to the railway undertaking. Service suspension shall continue insofar as the payment is not due or until the debt is sufficiently guaranteed.

After the Agreement is extinguished for any reason, all rights and obligations applicable before its termination shall be liquidated and fulfilled by both parties, without prejudice to the rights and obligations resulting from such termination, in accordance with Law and with this Agreement.

VI. CESSION TO THIRD PARTIES

This Agreement may not be assigned to third parties by no party without a prior and written consent of the other party. Any assignment made in breach of this provision shall be void, and therefore the parties shall keep with their duties under this Agreement.

ADIF - Alta Velocidad may contract with third parties the services to which it is bound by this Agreement.

VII. NOTIFICATIONS

For notification purposes, the parties may direct communication, by any means admitted by Law that sufficiently accredits their reception by the addressee, with the following persons designated as interlocutors by the signatory entities:



Signature ADIF - Alta Velocidad, (Name) _____, (Position) _____.

Signature (Railway Undertaking) _____ (Name) _____, (Position) _____.

VIII. APPLICABLE LAW AND JURISDICTION

The supply object of this Agreement shall be governed and interpreted by Railway Sector standards and by Private Law. In accordance with article 44.4 of Law 38/2015, of 29 September, Railway sector, the National Commission on Markets and Competition shall be competent to hear and resolve complaints made by railway undertakings and other applicants if understood that the principle of non-discrimination has been breached upon supplementary service provision. This is without prejudice to any dispute resolution by the ordinary jurisdiction arising from setting or paying the private prices.

For these purposes, the parties shall be subject to the Court of Madrid, waiving any other jurisdiction as may correspond.

IX. CONFIDENTIALITY AND DATA PROTECTION

The Contracting Parties undertake to keep secret all the data and information provided for the purposes of this Agreement, and shall keep said information secret and not disclose it in any form -partially or entirely - to any natural or legal person who is not a party to the Agreement.

The parties acknowledge that all information gathered in compliance with this agreement - whether related to the service provision or to the activity or organization of any party, hereinafter, the information, is confidential, and therefore, the parties agree to not disclose it and to keep it secret and confidential, and given the case, they shall warn their employees hereof, and they shall warn any other person who due to their professional or personal relationship has access to the information.

Neither party may copy, amend, make public or disclose to any third party the information without a prior written and express authorization of the other party, except if the information was public and notorious by any other mean. As for documents that are publicly accessible, the parties undertake to put the necessary means to not disclose or transfer the information, avoiding its loss or theft.

Both parties shall warn their employees, associates, or any other person of their confidentiality duties when they gater 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, código DIR EA0008223.
- E-mail address: dpd.adifav@adif.es
- For (xxxxxxxx) ** (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**), for service personnel on board (**SB 9**) (see the Resolution attached hereto as Annex 1). The location and characteristics are described in the drawings hereto attached, as Annex 2 to this Agreement.

III.- By virtue of this contract, both parties sign this contract, in accordance with the following:

Provisions

ONE. - PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to lease premises owned by ADIF, described in Exhibit II, which the LESSEE will use for ticket sales and information attended, for service personnel on board.

The railway infrastructure manager shall make available to the LESSEE said premises, upon signing a Shop Allocation Certificate by proxies of both parties, compelling to a peaceful enjoyment of the premises during the term of the Contract, except for the reasons indicated in provision two, providing for a necessary immediate recovery by the railway infrastructure manager of said premises , whereby the LESSEE is obliged to deliver it free of charges, In the same state as it was received and on the date informed by the railway infrastructure manager.

The LESSEE states that they receives the stated premises under use conditions and suitable to serve the exclusive purpose set forth, regardless of the works and investments made to adapt the premises to the intended activity.

It will be a necessary condition of the premises, that ADIF receives a copy of the insurance policies set forth in this Agreement, provision EIGHT.

TWO. - RECOVERY OF THE SHOP BY THE RAIL INFRASTRUCTURE MANAGER DURING THE CONTRACT

1. Where maintenance and/or remodelling work involving the railway transport service is required, whether scheduled or urgent, the railway infrastructure manager may modify the capacity allocated after communicating it to the railway undertakings. The railway infrastructure manager shall, in general, communicate at least 6 months in advance of the planned execution, the completion of the scheduled maintenance and/or remodelling works. Given any urgent maintenance and/or remodelling, the railway infrastructure manager shall communicate it to the LESSEE as soon as they know it.

   In said cases, the railway undertaking shall be entitled to change the economic conditions of the allocation, whether in whole or in part

2. When due to remodelling works that may be performed at the Station where the premises are located, as a result of operational requirements and of public rail service, or in compliance with administrative provisions, or in execution of urban plans, it is impossible for the LESSEE to perform the activity at the leased premises, it shall have the right to be compensated in the part pending to amortize the investments, The railway infrastructure manager shall notify in writing that the capacity is revoked at least 6 months in advance of the actual date.

3. In any of the above cases, the railway infrastructure manager shall, whenever possible, provide alternative premises. Should a third railway undertaking requests space to provide the services hereunder during this contract, as described in provision 1, the coordination procedure laid down in Commission Regulation 2017/2177 of 22 November 2017 on access to service facilities and related rail services shall be followed.

THREE. - TERM OF THE CONTRACT

3.1 This Agreement shall enter into force upon its signature, over a term of XXX years, starting as from (-------) or upon transferring the premises to the LESSEE. This date shall be included in a Certificate of provision including also the expiry date on (-----) (-----). If the agreement has a maximum term of ten years, the LESSEE commits to be a contracting party for five years.

ADIF 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 that the agreement term.

3.2 At the end of the contractual term, and without any prior requirement, the LESSEE shall evict and make available to the railway infrastructure manager the leased premises, in the same state as it was originally in, unless expressly agreed by THE RAILWAY INFRASTRUCTURE MANAGER.

3.3 In order to terminate the agreement beforehand upon request of any party, they shall reliably notify the other party of this decision at least SIX MONTHS before the termination date.

Should the LESSEE disclaim the Contract in advance, the railway infrastructure manager may require a payment to the LESSEE of a penalty, compensation equivalent to 50% total income, if the service was been used half the contractual term. If the service has been used longer than half the duration of the contract, there is no penalty.

3.4 Should ADIF require amending the contract, in application of the "procedure to request access to service facilities and services related to, or related to rail transport at Passenger Stations", the LESSEE shall be entitled to compensation for outstanding investments which, on the modified space, had been approved by ADIF and made by the LESSEE, complying with Provision Seven.

3.5 Should the railway infrastructure manager detect that the use level of the premises is less than (80% at coordinated stations or 50% at other stations, unless this is for non-economic causes outside the control of the LESSEE), the LESSEE shall be required to use said premises. If - within one month - this requirement is not met, the railway infrastructure manager may resolve the contract, and the LESSEE shall not be entitled to compensation.

FOUR. - INCOME

4.1 The LESSEE will pay to ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS by virtue of this Contract an annual income of XXX EURO, calculated in accordance with the prices set down in the valid Network Statement for every service hour.

Anyhow, the costs of consumption, supplies, services, cleaning or maintenance for using the premises, which shall be borne by the LESSEE, shall not be included in the income. Neither are common expenses included which, where appropriate, shall be paid for.

4.2 These incomes payable to THE RAILWAY INFRASTRUCTURE MANAGER by the Lessee shall begin to accrue as from the Start of the activity, which shall be recorded in the signed Minutes by the parties and not later THAN SIXTY (60) DAYS after providing the shop

4.3 Income payment shall be made by months in advance, when the RAILWAY INFRASTRUCTURE MANAGER presents the corresponding invoice, by bank transfer, to any account owned by THE RAILWAY INFRASTRUCTURE MANAGER.

4.4 Afore amounts don't include VAT, so these figures will be increased with the legal VAT applicable at all times.

4.5 Should the LESSEE not pay any aliquot part of the income, these shall bear the interest on the non-payment date and there from.

FIVE. - AUTHORIZATIONS AND LICENSES

The LESSEE shall request and obtain for its own account and charge all authorizations and licenses, both national, autonomous and local, currently in force or which may be issued in the future, and which are legally mandatory to provide their activity at the premises leased by THE RAILWAY INFRASTRUCTURE MANAGER.

THE RAILWAY INFRASTRUCTURE MANAGER declines any responsibility in the event that the activity to be performed by the LESSEE begins without the required credentials, licenses and authorizations.

The LESSEE may urge to terminate the contract in advance, without penalty, if the indicated licenses, authorizations or permits are not granted, revoked or limited during the contractual term, for reasons beyond the will of the lessee.

In addition, the lessee shall request as many permits or licenses as necessary to do the works, in accordance with provision seven hereunder.

SIX. - GUARANTEE

In accordance with article 36, Urban Leases Act, the LESSEE has given the RAILWAY INFRASTRUCTURE MANAGER, as a legal guarantee, an amount equivalent to two monthly instalments of the annual income for the first contractual year, i.e. (-----) EURO, (----- EURO). (REMOVE IF NON-APPLICABLE)

In accordance with article 36.6, the Urban Leases Act, the LESSEE is exempt from the obligation to provide a bank guarantee. (REMOVE IF NON-APPLICABLE)

The guarantee shall be for the exact fulfilment of the duties assumed by the LESSEE by virtue of the contract.

If the guarantee is paid in full or partially due to a non-compliance by the LESSEE, they shall fully compensate it over a maximum of seven working days starting as from the payment date thereof.

Subject to the contractual termination and provided no pending duties of the LESSEE, the RAILWAY INFRASTRUCTURE MANAGER shall return the legal guarantee which, in no event shall serve to set in advance the maximum limit of the Lessee's liability. Therefore, if the damage to the RAILWAY INFRASTRUCTURE MANAGER exceeds the amount set out in the guarantee, the LESSEE shall pay the difference.

The legal bond will be updated if legally applicable.

SEVEN. - WORKS AND INVESTMENTS IN FACILITIES

7.1 WORKS ON SPACES AND FACILITIES

Any work to be performed at spaces and facilities given shall be payable and the responsibility of the LESSEE, and shall always require a written authorization of ADIF, prior to their start.

The significant milestones for actions in this chapter are outlined below:

a) Constructive project.

The LESSEE shall account for the document submitted to the railway infrastructure manager for an express approval thereof.

A certificate signed by the expert responsible for drafting the project and endorsed by the competent Official College, shall be annexed to justify the compliance in said project with the conditions of functionality, safety and habitability established in the technical, urban and sectoral regulations of the activity.

b) Project's Certificate of conformity.

This document serves as an accreditation to review and approve the project submitted by the LESSEE, including the type of investments and amounts approved (IA).

c) Certificate of starting the works.

It is a document on the starting of works and shall contain at least information on the starting date, an execution time limit for execution, and the expected amount of the works.

d) Execution of the works.

These shall be performed by the LESSEE, who is solely responsible for any payment linked to the works, and for obtaining and paying all licenses, permits and fees from Local, Autonomous or State Administration as necessary to perform the works. They shall also be responsible for any compensation arising from a failure to comply with the general or particular provisions relating to social security, occupational health of workers doing said works, and of all damages to third parties linked to the works, and shall also comply with every requirement relating to regulations on preventing occupational risks and all ADIF regulations.

The railway infrastructure manager may perform inspection and follow-up visits to the works, and shall have access to all technical documentation of the works. Any amendment to the approved project shall be duly authorized by the railway infrastructure manager prior to its execution, and shall not be implemented without said authorization.

e) Investment verification report

When the works are completed, it is the document by which the works performed are attested, conveniently accrediting, that they have been liquidated to the suppliers and determining the final amount of work for contractual purposes, given the case.

The conformity of the railway infrastructure manager with the project and the works shall not relieve the LESSEE of its responsibility for any defects that may exist and any consequences arising there from.

7.2 INVESTMENTS AND THEIR TREATMENT

The LESSEE shall perform the necessary works to start the activity intended on the leased property, thus equipping it, as required (electricity supply, water, gas, cooling system, heating, etc) in agreement with the project to be approved by ADIF within maximum THREE MONTHS. Should the LESSEE not perform above-mentioned works over the term agreed upon, ADIF may terminate the agreement after the relevant written communication.

The premises will have electrical and communication sockets to install own equipment.

Should the LESSEE consider that it is necessary to perform any work, they shall submit to the railway infrastructure manager the corresponding project, to be expressly authorized for execution. The execution authorization shall be included in the Addendum to the Contract, which includes every contract amendment agreed upon hereunder.

The proposal for these investments, after the railway infrastructure manager analysis it shall be classified as:

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.

Iv, 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)

Mp is the number of months until the end of the depreciation, in accordance with the depreciation plan authorized by the railway infrastructure manager.

Du, is the total period in months that the depreciation lasts, in accordance with the depreciation plan authorized by the railway infrastructure manager.

In order to calculate the guaranteed amount it will be necessary that, upon completing the investment, the LESSEE provides the railway infrastructure manager with the appropriate certifications, invoices or documents which prove sufficiently, in the opinion of the railway infrastructure manager, the total cost thereof, disaggregating the amount of removable facilities, providing also proof that the works have been duly paid off to their suppliers.

Rights on the guaranteed amount

- In the event that the contract is resolved for reasons not attributable to the LESSEE, the latter shall be entitled to receive from the railway infrastructure manager a compensation equivalent to the guaranteed amount (Ig). The LESSEE may not claim any other compensation.
- In the event that the contract is resolved for reasons attributable to the LESSEE, the latter shall not be entitled to paying the guaranteed amount (Ig) for the investments made, and the works shall benefit the railway infrastructure manager.

b) Investing in mobile or removable facilities.

The LESSEE undertakes to leave the space ceded as it was delivered, withdrawing to its account and charge any removable or mobile facility used at the shop, guaranteeing, when determined, the transition of operators as provided for in this document.

7.3. TERM TO IMPLEMENT THE WORKS AND FACILITIES

The works described in the previous points shall begin within the time limit agreed.

If, after the period referred to in the previous section on starting the works, these have not started without due cause, the latter may terminate the contract, with a right to compensation with the guarantee.

The LESSEE may request to extend the time limits set to start and terminate the works, it shall be granted by the railway infrastructure manager given any reasons beyond the LESSEE that justify a delay to start the works. The railway infrastructure manager may at all times, inspect the works, to verify that they satisfy the approved project, without any responsibility for aid inspection or control for the railway infrastructure manager. After completing the works, a record indicating the new facilities shall be issued as part of this contract.

EIGHT. - INSURANCE

The LESSEE shall have taken over a global insurance policy covering the risks of fire and other damage to property and liability for a minimum amount of 150.000.- EUROS (ONE HUNDRED AND FIFTY THOUSAND EUROS) each, guaranteeing that in the event of a disaster, the corresponding compensation to cover the risks of any damage caused, during the execution of works, shall be paid for - if any - whilst executing the activity at the leased premises.

Upon signing the contract, the LESSEE provides ADIF with a copy of the contracted insurance policy certificate and undertakes to refer to ADIF from time to time, proof of the policy premium's updated payments. The LESSEE also undertakes to notify ADIF of any changes in the policy or change of insurance company that may occur during the agreement term.

The LESSEE assumes directly personal responsibility for any compensation exceeding the amount specified in afore paragraph.

These insurances shall be contracted with an insurance company that complies with the requirements in Law 20/2015, of 14 July, on management, supervision and solvency of insurance and reinsurance companies, or any standard replacing it. The insurance policy shall start covering ADIF not later that the date when the premises are handed over.

The LESSEE shall pay insurance premiums in a timely manner and provide an annual copy to the RAILWAY INFRASTRUCTURE MANAGER, with the relevant payment receipt.

NINE. - USE AND PRESERVATION

The LESSEE shall use the Site with due diligence and exclusively for the use described in provision one, and shall not do anything to damage it. It is forbidden to store or handle hazardous materials.

The LESSEE undertakes to keep in good condition the facilities, equipment and elements of the activity, as well as to clean the leased premises, and to repair any damage arising from the Lessee's operation, ensuring a permanent conservation in perfect condition.

The LESSEE undertakes to prevent any usurpation or harmful novelty by third parties.

The LESSEE shall give The RAILWAY INFRASTRUCTURE MANAGER access to get inside the premises or to whom they authorize both to inspect and to verify the necessary maintenance or repair works.

The LESSEE undertakes to satisfy every standard, regulation or statute the RAILWAY INFRASTRUCTURE MANAGER issues to develop activities within railway enclosures, if any, and to implement the instructions of the RAILWAY INFRASTRUCTURE MANAGER in order to repair and maintain the building's railway facilities and services. In particular, it shall observe the requirements arising from article 16 of Law 38/2015, of 29 September, on the railway sector, regarding the works and actions to be performed in public domain and railway infrastructure protection areas.

TEN. - SAFETY MEASURES

It is the sole responsibility of the LESSEE, to take every necessary safety measure according to the standards in force on fire protection, ensuring at all times that the activity to be developed is performed without risk to people, things or the premises leased by THE RAILWAY INFRASTRUCTURE MANAGER.

The measures referred to above shall be taken, if necessary, in coordination with the Station's safety service, at its own expense and in charge of strengthening the monitoring services, if both parties deem it necessary.

The LESSEE shall at all times comply with the current or future standards, at a national, autonomous or municipal level, governing the operation, safety and conditions of premises intended for a particular activity therein performed.

The Railway Infrastructure Manager disclaims any liability for damages to third parties when the LESSEE does not comply with safety measures or applicable standards.

ELEVEN. - SUPPLIES

Supplies necessary to perfectly perform the activity on the premises and leased spaces shall be contracted directly at the expense of the LESSEE with the respective suppliers, and the former shall pay for any installation required.

Should the LESSEE be unable to directly contract the supplies with supplying companies, the RAILWAY INFRASTRUCTURE MANAGER, if responsible for the provision of the supplies, shall calculate the consumption costs in accordance with the prices set in the Network Statement for every service hour.

The LESSEE waives the claim of THE RAILWAY INFRASTRUCTURE MANAGER for any damage caused by an incident to these supplies, provided that said incidents do not result in causes attributable to the rail infrastructure manager.

TWELVE. - PROHIBITIONS

The assignment, subcontracting and transfer of any title, as well as subcontracting to third parties the premises leased under this Contract, is prohibited, except given prior written authorization of THE RAILWAY INFRASTRUCTURE MANAGER. The assignment, transfer or subcontracting without consent shall be cause enough to terminate the lease.

Articles 32 and 33 of the existing Urban Leasing Act are expressly excluded.

The preferential acquisition right under article 31 related to article 25, L.A.U, is also excluded.

THIRTEEN - CONTRACT SUSPENSION

The LESSEE shall have the right to choose whether to suspend or to discontinue the contract (without compensation of any kind) only and exclusively when the

competent authority or THE RAILWAY INFRASTRUCTURE MANAGER agree (as required or advised by public railway service operation) upon temporary closing the station.

Suspending the contract shall mean, until the closing ends, that the contractual term shall be terminated and that the obligation to pay the rent shall be suspended. However, restarting the contract will sum up the time elapsed to update the income according to the terms set out in the contract.

FOURTEEN. - REASONS TO RESOLVE THE CONTRACT

This Contract shall be resolved, in addition to the causes provided for in the legal system, by the following:

14.1 Should the LESSEE not fully pay the rent over three months or longer, and if the breach is not solved within ten days after ADIF requires it, it shall be resolved without any judicial or extra-judicial claim.

14.2 Failure to fully pay the guarantee, and the LESSEE has not corrected it within one month after it was required by THE RAILWAY INFRASTRUCTURE MANAGER.

14.3 Sublaughing or non-approved assignment.

14.4 Damages dolfully caused to the property.

14.5 Assignment of the premises leased by THE RAILWAY INFRASTRUCTURE MANAGER to activities other than those provided for in this Contract.

14.6 For repeatedly and seriously preventing or prohibiting the access of THE RAILWAY INFRASTRUCTURE MANAGER to the leased premises in order to perform as many checks and inquiries as they deem necessary.

14.7 To perform in the leased premises works not previously authorized in writing by THE RAILWAY INFRASTRUCTURE MANAGER.

14.8 If, after performing the works under provision SEVEN in this Agreement, ADIF verifies that these are not as agreed upon and the LESSEE does not correct these in three months upon request by ADIF to do the works as agreed upon.

14.9 Should the LESSEE be penalised by the Administration or by the Courts, by firm resolution or judgment, on the grounds of serious faults that may prejudice the prestige or image of THE RAILWAY INFRASTRUCTURE MANAGER.

14.10 If it is not signed and/or the insurance is not fully paid off, as provided for under Provision EIGHT, if the non-compliance is not solved one month after ADIF requires it to the LESSEE.

14.11 Given any non-compliance with the operational standards, safety and conditions of the premises, in accordance with the activity performed therein, without any need for judicial or extra-judicial claim, provided that the non-compliance was not remedied within ten days after the LESSEE is required to do so by THE RAILWAY INFRASTRUCTURE MANAGER.

14.12 As the LESSEE does not hold the authorizations and licenses necessary to perform the activity and the works.

14.13 For abandoning the premises

The RAIL INFRASTRUCTURE MANAGER shall notify the LESSEE in writing of the cause of resolution it has incurred.

In all these cases of termination the works performed or a first fitting, maintenance or improvement shall be free of charge for the RAILWAY INFRASTRUCTURE MANAGER

who shall benefit of the premises. And the LESSEE shall not be entitled to receive any amount in compensation, or outstanding depreciation.

If LESSEE unilaterally decides to resolve the contract prior to the agreed maturity, whatever the cause, all works performed shall also be for the benefit of the premises. And the RAILWAY INFRASTRUCTURE MANAGER shall pay no amount to the LESSEE for compensation, or pending depreciation.

Similarly, this contract shall be resolved in accordance with provision two on the recovery of premises by THE RAILWAY INFRASTRUCTURE MANAGER, and three of this document concerning the advance resolution by the LESSEE, as well as the termination by THE RAILWAY INFRASTRUCTURE MANAGER because the premises have not been used to a minimum required level.

FIFTEEN. - TERMINATION OF THE CONTRACT

In addition to the other causes covered by this contract, the lease shall be terminated:

a) Over the valid term of the contract or the extensions agreed upon, expressly excluding the application of Article. 34 of L.A. U.

b) Death of the leased natural person, in which case the subrogation mortis cause of art. 33 L.A.U. O is excluded, or the Leasing Legal Entity is dissolved.

c) Loss of the leased property for reasons not attributable to THE RAILWAY INFRASTRUCTURE MANAGER.

d) Any other agreement between the parties.

In no case provided for in this clause shall the LESSEE be entitled to any compensation.

Furthermore, the Agreement will terminate upon ending the ticket sale services and attended information (SB-7), service personnel on board (SB 9) linked to the space allocated to XXXXXX.

SIXTEEN. - ADVERTISING AND ROTULES

To install any decal outside the leased premises, relating to the activity of the LESSEE inside the premises, the latter shall first request and obtain the express written authorization of THE RAILWAY INFRASTRUCTURE MANAGER.

Doing or installing any type of advertising outside the premises leased by THE RAILWAY INFRASTRUCTURE MANAGER is prohibited. Fitting light signs, even inside the premises, is also prohibited without a prior authorization of THE RAILWAY INFRASTRUCTURE MANAGER.

SEVENTEEN- LIABILITIES

THE RAILWAY INFRASTRUCTURE MANAGER shall not be liable for any damage loss or damage to the furniture or fixtures within the leased premises. Furthermore, THE RAILWAY INFRASTRUCTURE MANAGER waives any liability for accidents occurring within the premises in the contract whatever the cause, against the employees of the LESSEE and against third parties, for all of which the LESSEE shall always be held liable and for the total amount of the corresponding compensation.

EIGHTEEN - EXPENSES AND TAXES

The LESSEE shall pay for all taxes that, currently or in the future tax on the activities at the leased premises, or if they are levied on the occupied premises, even if they were paid to ADIF. Furthermore, any expenses or taxes that may be levied on this Agreement or any physical or legal operation hereunder.

It is expressly agreed that the LESSEE will pay the Real Estate Tax levied on the premises, even if ADIF has paid it.

NINETEEN - WASTE REMOVAL

The LESSEE undertakes, at its own expense, to remove all waste generated as a result of private works at their premises and/or their activity. The removal of such waste shall be carried out in accordance with environmental legal provisions in force, and with an Environmental Manager where required, providing a copy to THE RAILWAY INFRASTRUCTURE MANAGER of the documents subscribed to remove all waste

TWENTY. - RISK PREVENTION. BUSINESS COORDINATION

In compliance with Royal Decree 171/2004, of 30 January, which implements Law 31/1995, provision 24, of 8 November, on Prevention of Occupational Risks, in terms of coordination of business activities, the successful tenderer shall establish contact with the person dedicated to the Prevention of Occupational Risks of any center linked to this Agreement.

Operational procedures to coordinate business activities shall apply

P.O.P. 12 and P.O.P 16, apply to the extent of this Agreement.

If it is necessary to have an administrative authorization for the purposes of this Agreement over its term, the person signing this agreement shall obtain said compulsory authorization. It is also obliged that the personnel or means providing their services in the railway field have the mandatory training and qualification, according to applicable sector regulations, that allow them to perform their functions with the proper guarantees of safety and efficiency.

TWENTY-ONE. - COMMUNICATIONS

All communications addressed by the LESSEE to THE RAILWAY INFRASTRUCTURE MANAGER in connection with this contract should be addressed to the Trade Management Branch of the Commercial Operations Division, located at C/ Sr. Angela de la Cruz nº 3, 3rd floor, 28020 (Madrid), with a receipt notice.

The ones addressed by THE RAILWAY INFRASTRUCTURE MANAGER to the LESSEE shall be sent to the address shown in the heading of this Contract.

As long AS THE RAILWAY INFRASTRUCTURE MANAGER does not receive communication from the LESSEE notifying any anomaly, the contract shall be deemed to be normally executed

TWENTY-TWO. - NOVATION

Every covenant and condition set out in this contract may not be amended or novated without any specific agreement of the parties that must be signed by the same grantors or by persons with sufficient powers to do so.

TWENTY-THREE. - LEGAL REGIME

This Contract shall be governed by the terms and agreements in these specific conditions and, insofar as it does not contradict them, by Law 29/1994, of 24 November on Urban Leases and, whatever is not provided for under these rules, by the provisions of Law 33/2003, of 3 November, Public Administration Heritage and other applicable private law rules.

Likewise, the documentation that served as a basis to allocate this contract, No. (----------), as well as the documentation provided by the LESSEE during file processing.

TWENTY-FOUR. - DOCUMENTS THAT ARE PART OF THE CONTRACT

In addition to these particular conditions, the following documents are in this Contract:

ANNEX 1: Allocation resolution.

ANNEX 2: A descriptive plan of the area and other characteristics of the leased premises.

ANNEX 3: Communication of the lease term requested by the leasing party.

TWENTY-FIVE. - JURISDICTION

For any questions that may arise from interpreting and complying with this Agreement, and in accordance with Law on Legal Assistance to the State and Public Institutions, provision 15, applicable to the state-owned company, the parties, with express waiver to any other lawful jurisdiction and address, shall submit to the Court of Madrid to settle any claim under common national law of both parties.

TWENTY-SIX. - CONFIDENTIALITY AND PERSONAL DATA PROTECTION

The Contracting Parties shall undertake to keep in secret all the data and information provided and concerning the purpose of the contract, and shall keep such information secret and not disclose it in any form, in whole or in part, to any natural or legal person who is not a party to the contract.

The personal data dealt with in this contract shall be processed by every party in accordance with General Data Protection Regulations (EU 679/2016) and Organic Law 3/2018, of 5 December, on Protection of Personal Data and Guarantee of Digital Rights. Every party shall be responsible for processing personal data collected from the other party, including the identity, contact details and proxy in the heading of the contract. The purpose of this processing is to manage and execute the contract, keeping the data over the term of the contract and the time thereafter as legally required. The data may be communicated to Public Authorities in order to comply with any legal obligations arising from the contract.

Interested parties are informed of their right to request access to their data, rectification, deletion, limitation or to oppose to their data processing, as well as of their right to data portability, where appropriate, by means of a document with a photocopy of the National Identity Document or similar (Tax Id) with the Subject Data Protection addressed to the following addresses:

By Administrador de Infraestructuras Ferroviarias E.P.E. (CIF Q-2801660-H)

Postal Address: Avenida Pio XII, 97, Madrid (28036).

E-mail Address: dpd.adif@adif.es

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

1. Where maintenance and/or remodelling works affect railway transport services, whether scheduled or urgent, AIDF may modify the capacity allocated after communicating it to the railway undertakings. ADIF shall communicate, in general, at least six months in advance of the planned execution, that the planned

maintenance and/or remodelling works are performed. In the case of urgent maintenance and/or remodelling works, ADIF shall communicate it to the LESSEE as soon as possible.

In said cases, the railway undertaking shall be entitled to change the economic terms of the allocation - whether in whole or in part - during the works.

2. If as a result of authorized remodelling works at the Station - where the premises of this Agreement are located - due to operational public railway service' needs, administrative provisions, or in execution of urban plans, it is impossible for the LESSEE to perform its activity at the transferred premises, they will have a right to be compensated in the investment's depreciation amount, as approved by ADIF prior to revoking the capacity.

3. In any of the above cases, ADIF shall, whenever possible, provide alternative premises. Should a third railway undertaking request space to provide the services hereunder, as described in provision 1, the coordination procedure laid down in Commission Regulation 2017/2177 of 22 November 2017 on access to service facilities and related rail services shall be followed.

THREE. - AGREEMENT TERM

3.1 The term of this contract is shown in the allocation resolution, under the terms indicated in the conformity document.

ADIF guarantees staying at the allocated premises over said period, as well as investing therein under the terms provided in this document.

3.2 At the end of the agreement term, and without any prior requirement, the LESSEE shall evict and make available to ADIF the transferred premises, in the same original status, unless otherwise and expressly agreed upon by ADIF.

3.3 In order to terminate the contract beforehand upon request of any party, they shall reliably notify the other party of this decision at least THREE MONTHS before the termination date.

3.4 Should ADIF require amending the agreement, in application of the "procedure to request access to service facilities and services related to or related to rail transport at passenger stations", the LESSEE shall be entitled to compensation for the outstanding investments to be amortized which, on the modified space, were approved by ADIF and made by the LESSEE

3.5 Should ADIF detect that the use level of the premises is less than (80% at coordinated stations or 50% at other stations, unless this is for non-economic causes outside the control of the LESSEE), the LESSEE shall be required to use said premises. If - within one month - this requirement is not met, ADIF may resolve the Agreement, and the LESSEE shall not be entitled to compensation.

FOUR. - INCOME

4.1 The income of this Agreement will be determined according to the Network Statement in force at all times

4.2 The income payable to ADIF by the LESSEE shall begin to accrue on the transfer date of the premises, and it will be written in the Record signed by the parties.

4.3 Income payment shall be made by months in advance, when ADIF presents the corresponding invoice, by bank transfer, to any account owned by ADIF:

4.4 Afore amounts don't include VAT, so these figures will be increased with the legal VAT applicable at all times.

4.5 Should the LESSEE not pay any aliquot part of the income, these shall bear the interest on the non-payment date and therefrom.

FIVE. - AUTHORIZATIONS AND LICENSES

The LESSEE shall request and obtain for its own account and charge all authorizations and licenses, both national, autonomous and local, currently in force or which may be issued in the future, and which are legally mandatory to provide their activity at the premises leased by ADIF.

ADIF waives any liability if the activity to be performed by the LESSEE begins without the required credentials, licenses and authorizations.

The LESSEE may urge to terminate the agreement in advance, without penalty, if the indicated licenses, authorizations or permits are not granted, revoked or limited during the agreement term, for reasons beyond the will of the LESSEE.

In addition, the LESSEE shall request as many permits or licenses as necessary to do the works, in accordance with provision SEVEN hereunder.

SIX. - WORKS

Any work to be performed at transferred spaces and facilities shall be payable and a liability of the LESSEE, and shall always require a written authorization of ADIF-Alta Velocidad, prior to their start.

Should the LESSEE consider that it is necessary to perform any work, they shall submit to ADIF the relevant project, to be expressly authorized for its execution. The execution authorization shall be included in the Addendum to the Agreement, which includes every agreement amendment hereunder.

The works described in the previous sections shall begin in the time limit agreed upon.

If, after the period referred to in the section prior to starting the works, these have not started without due cause, ADIF may terminate the agreement.

The LESSEE may request to extend the time limits set to start and terminate the works, and it shall be granted by ADIF given any reasons beyond the Operator that justify a delay to start the works. ADIF may at all times, inspect the works, to verify that they satisfy the approved project, and ADIF shall not be held liable for said inspection or control. After completing the works, a record indicating the new facilities shall be issued as part of this Agreement.

SEVEN. - INSURANCE

The LESSEE shall have 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 s permanent perfect status.

The LESSEE undertakes to prevent any usurpation or harmful novelty by third parties.

The LESSEE shall give ADIF access to get inside the premises or to whom they authorize both to inspect and to verify the necessary maintenance or repair works.

The LESSEE undertakes to satisfy every standard, regulation or statute that ADIF issues to develop activities within railway enclosures, if any, and to implement the instructions of ADIF in order to repair and maintain the building's railway facilities and services. In particular, it shall fulfill the requirements of Law 38/2015, provision

16, of 29 September, on the railway sector, regarding the works and actions to be performed in public domain and railway infrastructure protection areas.

NINE. - SAFETY MEASURES

The LESSEE shall take every necessary safety measure according to the standards in force on fire protection, ensuring at all times that the activity to be developed is performed without risk to people, things or the premises transferred by ADIF.

The measures referred to above shall be taken, if necessary, in coordination with the Station's safety service, at its own expense and in charge of strengthening the monitoring services, if both parties deem it necessary.

The LESSEE shall at all times comply with current or future standards, at a national, autonomous or municipal level, governing the operation, safety and conditions of premises intended for a particular activity therein performed.

ADIF disclaims any liability for damages to third parties if the LESSEE does not comply with safety measures or applicable standards.

TEN. - SUPPLIES

If the service to be provided and set out in the conformity document does not include the supplies in the price, any necessary supply for a perfect development of the activity at the allocated space shall be directly contracted at the expense of the LESSEE with the relevant supplying companies, taking care of the consumption produced and the installation of the required connections.

Should the LESSEE be unable to directly contract the supplies with supplying companies, ADIF - if they must provide the supplies - shall calculate the consumption costs in accordance with the prices set forth in the Network Statement for every service hour.

The LESSEE waives the claim of ADIF for any damage caused by an incident to these supplies, provided that said incidents do not result in causes attributable to ADIF.

ELEVEN. - PROHIBITIONS

The assignment, subcontracting and transfer of any title, as well as subcontracting to third parties the premises leased under this Agreement, is prohibited, except given prior written authorization of ADIF. The assignment, transfer or subcontracting without consent shall be reason enough to terminate the lease.

TWELVE. - REASONS TO RESOLVE THE AGREEMENT

This Agreement shall be resolved, in addition to the causes provided for in the legal system, by the following:

12.1 If the LESSEE is overdrawn when paying the rent corresponding to three months or more, without the need for a judicial or extrajudicial claim.

12.2 Subletting or non-approved assignment.

12.3 Damages dolfully caused to the property.

12.4 Assignment of the premises leased by ADIF to activities other than those provided for in this Agreement.

12.5 For repeatedly and seriously preventing or prohibiting the access of ADIF to the leased premises in order to perform as many checks and inquiries as they deem necessary.

12.6 To perform in the leased premises works not previously authorized in writing by ADIF.

12.7 If, upon doing the works referred to in provision SIX, ADIF verifies that they do not conform to the consented ones.

12.8 Should the LESSEE be penalised by the Administration or by the Courts, by firm resolution or judgment, on the grounds of serious faults that may prejudice the prestige or image of ADIF.

12.9 For not subscribing and/or for being overdrawn in the insurance payment, as provided for in provision SEVEN.

12.10 For infringing or not strictly observing the regulations on operation, safety and conditions of the premises, according to the activity thereat, without the need for judicial or extrajudicial claim.

12.11 If the LESSEE does not hold the authorizations and licenses necessary to perform the activity and the works.

12.12 For abandoning the premises

ADIF shall notify the LESSEE in writing of the reason to terminate.

In all these cases of termination the works done shall be free of charge for ADIF who shall benefit of the premises. And the LESSEE shall not be entitled to receive any amount in compensation, or for an outstanding depreciation.

If the LESSEE unilaterally decides to resolve the agreement prior to the agreed maturity, whatever the cause, all works performed shall also be for the benefit of the premises. And ADIF shall pay no amount to the LESSEE for compensation, or pending depreciation.

Similarly, this Agreement shall be resolved in accordance with provision two on the recovery of premises by ADIF, and three of this document concerning the advance resolution by the LESSEE, as well as the termination by ADIF for not using it to a required level.

THIRTEEN. - TERMINATION OF THE AGREEMENT

In addition to the other causes covered by this Agreement, the lease shall be terminated:

Over the valid term of the Agreement or the extensions agreed upon.

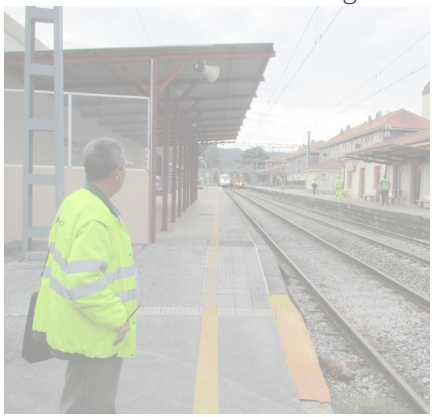
Dissolution of the legal LESSEE.

Loss of the property transferred for cause not attributable to ADIF.

Definitive closure of the railway enclosure or the place where the building is located, agreed upon by ADIF or by the competent administrative authority, if this was due to the special needs of the management and/or operation of the public railway service, to the public interest or any other reason referred to in this agreement.

Any other reason agreed upon by the parties.

In no case provided for in this provision shall the LESSEE be entitled to any compensation.



FOURTEEN. - LIABILITIES

ADIF shall not be liable for any damage loss or damage to the furniture or fixtures within the leased premises. Furthermore, ADIF waives any liability for accidents occurring within the premises in the Agreement whatever the cause, against the employees of the LESSEE and against third parties, for all of which the LESSEE shall always be held liable and for the total amount of the corresponding compensation.

FIFTEEN. – EXPENSES AND TAXES

The LESSEE shall pay for all taxes of any kind that currently or in the future tax on the activity performed at the leased premises, or is levied on the occupied premises, even if ADIF has paid it. Likewise, the LESSEE will pay for the expenses and taxes on this Agreement or on any physical or legal operation hereto linked.

It is expressly agreed upon that the LESSEE shall pay for the Real Estate Tax levied on the premises, even if ADIF has paid it.

SIXTEEN. WASTE REMOVAL

The LESSEE, at its own expense, shall remove all waste generated as a result of private works at the premises or for the activity. Removing said waste shall be in accordance with applicable environmental legal provisions, and with an Environmental Manager where required, providing a copy to ADIF of the documents subscribed to remove all waste.

SEVENTEEN. - COMMUNICATIONS

All communications addressed by the LESSEE to ADIF in connection with this Agreement should be addressed to the Business Management under the Business Operations' Division, located at C/ Sr. Angela de la Cruz No 3, 3rd floor, 28020 (Madrid), with a receipt notice.

When ADIF addresses the LESSEE, they shall send it to the address shown in the compliance document.

As long ADIF does not receive communication from the LESSEE notifying any anomaly, the agreement shall be deemed to be normally executed.

EIGHTEEN. - LEGAL REGIME

This Agreement shall be governed by the terms and agreements in these specific conditions and, insofar as it does not contradict them, by Law 29/1994, of 24 November on Urban Leases and, whatever is not provided for under these rules, by Law 33/2003, of 3 November, on Public Administration Heritage and other applicable private law standards.

Furthermore, the documentation that served as a basis to sign this contract, as well as the documentation provided by the LESSEE during the file processing, shall apply to whatever is not indicated in these specific conditions.

NINETEEN. - JURISDICTION

For any questions that may arise from interpreting and complying with this Agreement, and in accordance with Law on Legal Assistance to the State and Public Institutions, provision 15, applicable to this state-owned company, the parties, with express waiver to any other jurisdiction and address lawfully theirs, shall submit to the Court of Madrid, to settle any claim under common national law of both parties.

TWENTY. - CONFIDENTIALITY AND PERSONAL DATA PROTECTION

The Contracting Parties shall undertake to keep secret all the data and information provided for the purposes of the Agreement, and shall keep such information secret and not disclose it in any form, in whole or in part, to any natural or legal person who is not a party to the Agreement.

The personal data dealt with in this Agreement shall be processed by every party in accordance with General Data Protection Regulations (EU 679/2016) and Organic Law 3/2018, of 5 December, on Protection of Personal Data and Guarantee of Digital Rights. Every party shall be responsible for processing personal data collected from the other party, including the identity, contact details and proxy in the heading of the Agreement. The purpose of this processing is to manage and execute the Agreement, keeping the data over the term of the Agreement and the time thereafter lawfully required. The data may be communicated to Public Authorities in order to comply with any legal obligations arising from the Agreement.

Interested parties are informed of their right to request access to their data, rectification, deletion, limitation or to oppose to their data processing, as well as of their right to data portability, where appropriate, by means of a document with a photocopy of the National Identity Document or similar (Tax Id) with the Subject Data Protection addressed to the following addresses:

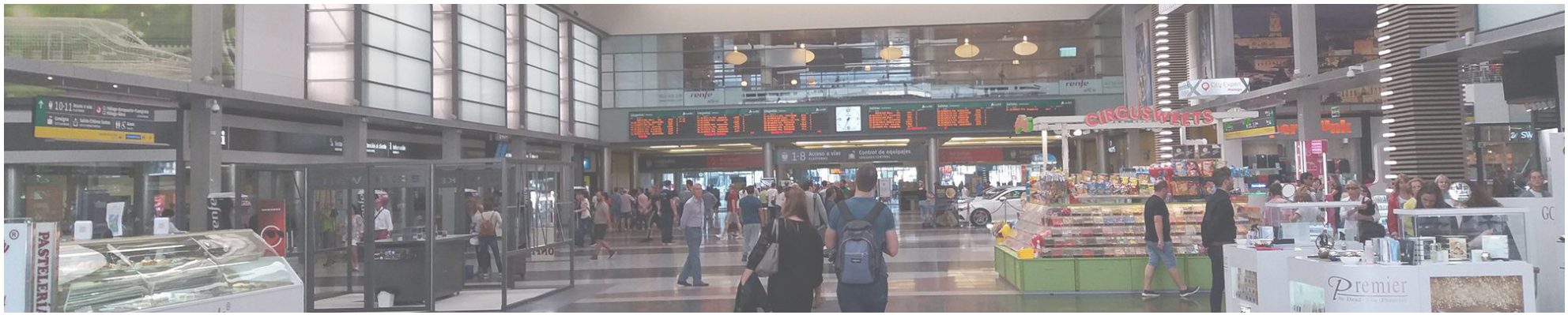
Administrador de Infraestructuras Ferroviarias, ADIF, E.P.E. (CIF Q-2801660-H)

Postal address: Avenida Pio XII, 97, Madrid (28036).

E-mail address: dpd.adif@adif.es

Furthermore, the interested parties shall have the right to file a complaint to the Spanish Data Protection Agency, if they believe that any right has been breached or any data has been unlawfully processed.

Interested parties may contact the Data Protection Delegate of every liable person given the case, by contacting them through one of the channels indicated above.



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)

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:

6.1. 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;

6.2 Unauthorized assignment.

6.3 Intentionally damaging the furniture.

6.4 Allocating the space assigned by the Infrastructure Manager to an activity different to whatever indicated in this Agreement.

6.5 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.

6.6 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:

a) Upon expiry of the contractually established term of validity or of that foreseen over any extension.

b) Upon dissolution of the legal person of (Railway Undertaking).

c) 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.

d) 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 loosing 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 foung 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 los 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 determied 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 shalll 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 prooves ia 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 acces 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, 3-7º 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 transhipment. 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 prooves ia 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 acces 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-month advance notice.

The Contract shall be deemed to be tacitly extended when neither party informs the other of their intention not to extend it six months before it expires.

7. ECONOMIC CONDITIONS

7.1. Service prices

The private prices to be applied will be that in force at all times in the Catalogue available on ADIF website.

The prices indicated do not include VAT. It shall be broken down and separated on every invoice, in accordance with applicable standards.

7.2. Invoicing and payment

Services shall be invoiced in the following month, and the payment shall be due within 30 after the invoice date.

Failure to pay within the time limit shall result in the accrual of the corresponding late interest in accordance with applicable legal standards.

8. REASONS TO RESOLVE

The following may be reasons to terminate this Contract, apart from those expressly provided for in the Spanish legal system:

a) A substantial breach of the obligations of the parties, in particular a failure to pay the invoices issued during the service.

b) The continued lack of resources to provide the contracted services.

c) The will any party if they state it so longer than six months in advance.

The termination of this Contract shall imply that the Client may not engage with ADIF any ITU handling service at facilities where this company operates said services.

9. ASSIGNMENT AND SUBCONTRACTING

The Client may not assign to third parties any right or obligation arising out of the Contract, without a prior written consent of ADIF.

On the other hand, ADIF shall not assign to third parties any right or obligation arising out of the Contract, without a prior written consent of the Client.

In any event, ADIF may contract with third parties any service under this Contract without prior consent of the Client.

10. COMMUNICATION AND INFORMATION

Communications between the parties shall be made by the spokespeople designated and identified before the other party by the Client and ADIF, allowing proof of their content and reception, and any communications by email , certified mail or any usual means of communication are also valid if they enable checking the traceability of requests and execution of services.

Should the address or contact person of either party change, it shall be communicated in writing to the other party, indicating the new address and the date from which notifications or communications should be newly addressed.

11. APPLICABLE LAW AND COURTS

The services covered hereunder shall be governed by and construed in accordance with the regulations of the railway sector or any other applicable law or decree, which is not repealed by private Law. In accordance with article 44.4 of Law 38/2015, of 29 September, on the railway sector, the National Commission for Markets and Competition shall know and resolve complaints made by railway undertakings and other Applicants, given any case of breaching the principle of non-discrimination whilst providing the services. This is without prejudice to the jurisdiction of the ordinary jurisdiction to resolve any claim linked to the payment of private prices.

Therefore, the parties shall submit to the jurisdiction of the Courts of Madrid, waiving any other jurisdiction that may correspond to them, and any dispute regarding common national law of both parties shall be resolved.

12. SIGN RECOGNITION

Every page of this Contract shall be signed to guarantee its authenticity by the proxies of both companies.

They agree and agree, for the purpose and for due record, that every page of this Contract and Annexes are signed in duplicate and for a single purpose, at the place and date of the heading.

By [name of railway undertaking]	By ADIF
Mr./Ms. [railway undertaking proxy's name]	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-month advance notice.

The Contract shall be deemed to be tacitly extended when neither party informs the other of their intention not to extend it six months before it expires.

7. ECONOMIC CONDITIONS

7.1. Service prices

The private prices to be applied will be that in force at all times in the Catalogue available on ADIF website.

The prices indicated do not include VAT. It shall be broken down and separated on every invoice, in accordance with applicable standards.

7.2. Invoicing and payment

Services shall be invoiced in the following month, and the payment shall be due within 30 after the invoice date.

Failure to pay within the time limit shall result in the accrual of the corresponding late interest in accordance with applicable legal standards.

8. REASONS TO RESOLVE

The following may be reasons to terminate this Contract, apart from those expressly provided for in the Spanish legal system:

A. A substantial breach of the obligations of the parties, in particular a failure to pay the invoices issued during the service.

B. The continued lack of resources to provide the contracted services.

C. The will any party if they state it so longer than six months in advance.

The termination of this Contract shall imply that the Client may not engage with ADIF any ITU handling service at facilities where this company operates said services.

9. ASSIGNMENT AND SUBCONTRACTING

The Client may not assign to third parties any right or obligation arising out of the Contract, without a prior written consent of ADIF.

On the other hand, ADIF shall not assign to third parties any right or obligation arising out of the Contract, without a prior written consent of the Client.

In any event, ADIF may contract with third parties any service under this Contract without prior consent of the Client.

10. COMMUNICATION AND INFORMATION

Communications between the parties shall be made by the spokespeople designated and identified before the other party by the Client and ADIF, allowing proof of their content and reception, and any communications by email , certified mail or any usual means of communication are also valid if they enable checking the traceability of requests and execution of services.

Should the address or contact person of either party change, it shall be communicated in writing to the other party, indicating the new address and the date from which notifications or communications should be newly addressed.

11. APPLICABLE LAW AND COURTS

The services covered hereunder shall be governed by and construed in accordance with the regulations of the railway sector or any other applicable law or decree, which is not repealed by private Law. In accordance with article 44.4 of Law 38/2015, of 29 September, on the railway sector, the National Commission for Markets and Competition shall know and resolve complaints made by railway undertakings and other Applicants, given any case of breaching the principle of non-discrimination whilst providing the services. This is without prejudice to the jurisdiction of the ordinary jurisdiction to resolve any claim linked to the payment of private prices.

Therefore, the parties shall submit to the jurisdiction of the Courts of Madrid, waiving any other jurisdiction that may correspond to them, and any dispute regarding common national law of both parties shall be resolved.

12. SIGN RECOGNITION

Every page of this Contract shall be signed to guarantee its authenticity by the proxies of both companies.

They agree and agree, for the purpose and for due record, that every page of this Contract and Annexes are signed in duplicate and for a single purpose, at the place and date of the heading.

By [client name]

Mr./Ms.

By ADIF

Mr./Ms.

ANNEX 1. FORM WITH SAFETY CONDITIONS TO BE MET BETWEEN ADIF AND THE CLIENT



FORM WITH OPERATING SAFETY CONDITIONS TO BE MET

I. ADIF has handed over to [Railway Undertaking name] the following documents:

- ADIF-PE-404-001-004-SA-511 Procedure "Safety management at rail service facilities related to freight transport, operated by ADIF".
- ADIF-IT-404-001-007-SA-511 TI defines how the contracted activities are to be performed, the means required for the activities, the applicable technical standards, the personnel performing and supervising the activities, the requirements for personnel performing the activities and the generated documentation to show their correct execution.

II. [Name of the railway undertaking] states that they are aware of these documents and of the risks contained in every TI referred to, that they have received them and that they are compatible with their Operating Procedure, if any. Furthermore, [Name of the railway undertaking], (if any) has also provided a list of detected risks linked to the activities, under this Agreement, as well as their corresponding mitigation measures.

III. [Name of railway undertaking] has given ADIF the following documents relating to the requested services:

- List of facilities and their location, where Adif provides or will provide services to the Railway Undertaking.
- Their SGS procedures applicable to the service (if applicable, and as agreed upon with ADIF). *
- Purposes and indicators specific to the railway undertaking responsible for transport services, as well as the procedures applicable to monitoring (if applicable, and as agreed upon with ADIF). *
- Other documents delivered and their scope as provider of services by ADIF.

ADIF commits to whatever applies to the contracted activities and ADIF scope of responsibility. In any case, the responsibility for the services performed shall always be [Name of the railway undertaking] as a Railway Undertaking.

ADIF and [Name of the railway undertaking] have established the following communication channels to exchange information concerning compliance with safety conditions during operations and risk management detected during the activity, that shall be used throughout the Agreement.

- [Operational Information]
- [Administrative Information]
- [Operational Safety Information]

ADIF proxy:

Name:

Position:

Address:

Email:

[Name of railway undertaking] Proxy:

Name:

Position:

Address:

Email:

IV. [Name of railway undertaking] specifies to ADIF the following monitoring and control obligations for contracted activities.

- As stated by ADIF SGSC.

[List if there are any specific]

V. [Name of railway undertaking] expressly authorizes ADIF to perform the following supervisory and surveillance actions for risk control measures of the contracted operations.

- As stated by ADIF SGSC.

[List if there are any specific]

Name of railway undertaking (**)	by ADIF
Mr./Ms.	Mr./Ms

*** It is completed for the agreement to provide ITU handling services by ADIF and it is signed with a client other than a railway undertaking.*

AGREEMENT TO PROVIDE SB-4 SHUNTING SERVICE, AND OTHER TRAIN OPERATIONS SIGNED WITH (RAILWAY UNDERTAKING), BY THE STATE-OWNED COMPANY ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS

In Madrid, on ** ** **.

Together:

On the one hand, Mr./Ms._____ , with ID nr. _____ , (position)_____ , acting by proxy of _____ hereinafter [name of railway undertaking] or the Client, with registered office at C/ _____ no. __ P.C._____ (Locality)_____ and Tax Id. Nr # _____ _____ , by virtue of the deed granted before the Notary Public in _____ _____ , with protocol Nr.

And on the other, Mr./Ms. _____ , (position) _____ , acting by proxy of the state-owned company Administrador de Infraestructuras Ferroviarias, hereinafter ADIF, with address in Calle Sor Angela de la Cruz, 3, 28020 Madrid, with and Tx Id. Nr: Q-2801660-H, governed by their statutes approved by Royal Decree 2395/2004, of 30 December 2004, in Law 40/2015, of 1 October, on the Legal Regime of the Public Sector, in the standards to develop both, in Law 38/2015 on the Railway Sector, of 29 September, in the budgetary legislation and other applicable standards.

Both parties mutually acknowledge their legal capacity to sign this Contract.

BACKGROUND

I. In accordance with article 22 of Law 38/2015, of 29 September, on the railway sector (LSF), one or more public business entities under the Ministry of Development shall manage and build railway infrastructures, and shall be governed by the State, in accordance with Article 23.1(i) of above-mentioned Rail Sector Act, including the provision of basic, supplementary and ancillary services to rail transport services, shunting services and other train operations.

II. In accordance with Royal Decree 2395/2004, of 30 December approving the Statutes of state-owned company Administrador de Infraestructuras Ferroviarias, Royal Decree-Law 15/2013 of 13 December, on restructuring the state-owned company "Administrador de Infraestructuras Ferroviarias" (ADIF) and other urgent economic measures, order PRE/2443/2013, of 27 December, on assets and liabilities of the state-owned company Administrador de Infraestructuras Ferroviarias becoming the property of the state-owned company ADIF-Alta Velocidad and ADIF and ADIF Alta Velocidad Network Statements, this service is offered by ADIF E.P.E., hereinafter ADIF.

III. ADIF has an ITU Handling Service Catalogue, hereinafter Catalogue, which presents the services that can be provided by ADIF, either directly or indirectly management, railway undertakings which demand these or other agents interested in the operations linked thereto, including, among other things, service types, access conditions to service provision, economic conditions (prices, invoicing and payment, etc.), etc.

This Catalogue is updated and published on ADIF website: www.adif.es.

IV. Furthermore and in accordance with ADIF Network Statement, every client shall sign a contract with ADIF to provide UTI handling services offered by ADIF.

V. Whereas [name of railway undertaking] _____ has expressed interest in receiving shunting services and other train operations by ADIF since _____ 20___, and therefore both entities have agreed upon signing this Contract, intended to determine the conditions to provide these services by ADIF, through the Logistics Services Directorate, to (name of railway undertaking). This Contract sets the terms to provide said service in accordance with private prices approved by ADIF Board of Directors, in force at all times, and in accordance with Catalogue provisions. And by virtue hereof, the parties sign this Contract, based on the following provisions agreed upon.

PROVISIONS

1. PURPOSE

The purpose of this Contract is to set the terms under which ADIF undertakes to lend to [name of client] _____ , as from the signature date, shunting services, as well as the economic compensation for such service, in accordance with the valid Catalogue.

2. SCOPE OF SERVICE

The scope of shunting services is developed in the Catalogue available on ADIF website, collecting the description and commercial offer of these services provided by ADIF.

3. SERVICE PROVISION

Shunting services and other train operations are provided at terminals for Freight Transport listed in the Catalogue available on ADIF website.

4. ACCESS CONDITIONS TO PROVIDE THE SERVICE

The conditions to access shunting services and other operations are included in the Catalog available on ADIF website, highlighting amongst other general conditions: those relating to the service provision, to the parties' liability or other aspects that limit liability for various damages (delays in service, damage to rolling stock), coordination and independence of the parties regarding this service, others that affect confidentiality, data protection and management transparency etc., and on the other hand the following conditions necessary to provide the service to the Client: submitting Client's requests for service, ADIF answers to these requests, the coordination procedure and purpose and a non-discriminatory priority criteria with the aim of achieving an efficient use of the available capacity.

5. SAFETY CONDITIONS TO PROVIDE THE SERVICE

Upon signing this Agreement, both parties undertake to sign Annex I, and thereupon make corresponding service requests.

6. VALIDITY AND TERM

This Contract shall enter into force on _____ of 20__ and shall be valid until (one year) _____ , with tacit extensions for annual periods, and any party may stake a claim with a three-month advance notice.

The Contract shall be deemed to be tacitly extended when neither party informs the other of their intention not to extend it six months before it expires.

7. ECONOMIC CONDITIONS

7.1. Service prices

The private prices to be applied will be that in force at all times in the Catalogue available on ADIF website.

The prices indicated do not include VAT. It shall be broken down and separated on every invoice, in accordance with applicable standards.

7.2. Invoicing and payment

Services shall be invoiced in the following month, and the payment shall be due within 30 after the invoice date.

Failure to pay within the time limit shall result in the accrual of the corresponding late interest in accordance with applicable legal standards.

8. REASONS TO RESOLVE

The following may be reasons to terminate this Contract, apart from those expressly provided for in the Spanish legal system:

A. A substantial breach of the obligations of the parties, in particular a failure to pay the invoices issued during the service.

B. The continued lack of resources to provide the contracted services.

C. The will any party if they state it so longer than six months in advance.

The termination of this Contract shall imply that the Client shall not engage with ADIF any shunting services and other train operations at the facilities in which this entity has the status of operator of these services.

9. ASSIGNMENT AND SUBCONTRACTING

The Client may not assign to third parties any right or obligation hereunder, without the prior written consent of ADIF.

Furthermore, ADIF may not assign to third parties any right or obligation hereunder, without the prior written consent of the Client.

In any event, ADIF may contract with third parties the services to which it is bound by this Contract without the need to obtain the consent of the client.

10. COMMUNICATION AND INFORMATION

Communications between the parties shall be made by the spokespeople designated and identified before the other party by the Client and ADIF, allowing proof of their content and reception, and any communications by email , certified mail or any usual means of communication are also valid if they enable checking the traceability of requests and execution of services.

Should the address or contact person of either party change, it shall be communicated in writing to the other party, indicating the new address and the date from which notifications or communications should be newly addressed.

11. APPLICABLE LAW AND COURTS

The services covered hereunder shall be governed by and construed in accordance with the regulations of the railway sector or any other applicable law or decree, which is not repealed by private Law. In accordance with article 44.4 of Law 38/2015, of 29 September, on the railway sector, the National Commission for Markets and Competition shall know and resolve complaints made by railway undertakings and other Applicants, given any case of breaching the principle of non-discrimination whilst providing the services. This is without prejudice to the jurisdiction of the ordinary jurisdiction to resolve any claim linked to the payment of private prices.

Therefore, the parties shall submit to the jurisdiction of the Courts of Madrid, waiving any other jurisdiction that may correspond to them, and any dispute regarding common national law of both parties shall be resolved.

12. SIGN RECOGNITION

Every page of this Contract shall be signed to guarantee its authenticity by the proxies of both companies.

They agree and agree, for the purpose and for due record, that every page of this Contract and Annexes are signed in duplicate and for a single purpose, at the place and date of the heading.

By [name of railway undertaking]	By ADIF
Mr./Ms. [railway undertaking proxy's name]	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 of railway undertaking] Proxy:
Name:	Name:
Position:	Position:
Address:	Address:
Email:	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-month advance notice.

The Contract shall be deemed to be tacitly extended when neither party informs the other of their intention not to extend it six months before it expires.

7. ECONOMIC CONDITIONS

7.1. Service prices

The private prices to be applied will be that in force at all times in the Catalogue available on ADIF website.

The prices indicated do not include VAT. It shall be broken down and separated on every invoice, in accordance with applicable standards.

7.2. Invoicing and payment

Services shall be invoiced in the following month, and the payment shall be due within 30 after the invoice date.

Failure to pay within the time limit shall result in the accrual of the corresponding late interest in accordance with applicable legal standards.

8. REASONS TO RESOLVE

The following may be reasons to terminate this Contract, apart from those expressly provided for in the Spanish legal system:

A. A substantial breach of the obligations of the parties, in particular a failure to pay the invoices issued during the service.

B. The continued lack of resources to provide the contracted services.

C. The will any party if they state it so longer than six months in advance.

The termination of this Contract shall imply that the Client shall not engage with ADIF any shunting services and other train operations at the facilities in which this entity has the status of operator of these services.

9. ASSIGNMENT AND SUBCONTRACTING

The Client may not assign to third parties any right or obligation arising out of the Contract, without a prior written consent of ADIF.

On the other hand, ADIF shall not assign to third parties any right or obligation arising out of the Contract, without a prior written consent of the Client.

In any event, ADIF may contract with third parties any service under this Contract without prior consent of the Client.

10. COMMUNICATION AND INFORMATION

Communications between the parties shall be made by the spokespeople designated and identified before the other party by the Client and ADIF, allowing proof of their content and reception, and any communications by email , certified mail or any usual means of communication are also valid if they enable checking the traceability of requests and execution of services.

Should the address or contact person of either party change, it shall be communicated in writing to the other party, indicating the new address and the date from which notifications or communications should be newly addressed.

11. APPLICABLE LAW AND COURTS

The services covered hereunder shall be governed by and construed in accordance with the regulations of the railway sector or any other applicable law or decree, which is not repealed by private Law. In accordance with article 44.4 of Law 38/2015, of 29 September, on the railway sector, the National Commission for Markets and Competition shall know and resolve complaints made by railway undertakings and other Applicants, given any case of breaching the principle of non-discrimination whilst providing the services. This is without prejudice to the jurisdiction of the ordinary jurisdiction to resolve any claim linked to the payment of private prices.

Therefore, the parties shall submit to the jurisdiction of the Courts of Madrid, waiving any other jurisdiction that may correspond to them, and any dispute regarding common national law of both parties shall be resolved.

12. SIGN RECOGNITION

Every page of this Contract shall be signed to guarantee its authenticity by the proxies of both companies.

They agree and agree, for the purpose and for due record, that every page of this Contract and Annexes are signed in duplicate and for a single purpose, at the place and date of the heading.

By [client name]

Mr./Ms.

By ADIF

Mr./Ms.

ANNEX 1. FORM WITH SAFETY CONDITIONS TO BE MET BETWEEN ADIF AND THE CLIENT

FORM WITH OPERATING SAFETY CONDITIONS TO BE MET

I. ADIF has handed over to [Railway Undertaking name] the following documents:

- ADIF-PE-404-001-004-SA-511 Procedure "Safety management at rail service facilities related to freight transport operated by ADIF"
- Technical instructions listed as follows, that define how the contracted activities are to be performed, the means required for the activities, the applicable technical standards, the personnel performing and supervising the activities, the requirements for personnel performing the activities and the generated documentation to show their correct execution.
- ADIF-IT-404-001-002-SA-511 "Operational services to the train: placing and removing train-tail signals"
- ADIF-IT-404-001-003-SA-511 " Operational services to the train to the train: Collaboration when testing brakes"
- ADIF-IT-404-001-004-SA-511 "Service of shunting operations"
- ADIF-IT-404-001-005-SA-511 "Operational services to the train: Support to immobilise the stock"
- ADIF-IT-404-001-006-SA-511 "Operational services to the train: Hook-up and release of railway vehicles"

II. [Name of the railway undertaking] states that they know these documents, as well as the risks in every TI referred to, that they have received them and that they are compatible with the Safety Management System (SGS). In the same way, [Name of the railway undertaking] (if applicable) has provided the list of risks associated with the activities in this contract, as well as their corresponding mitigation measures.

III. [Name of railway undertaking] has given ADIF the following documents relating to the requested services:

- List of facilities and their location, where Adif provides or will provide services to the Railway Undertaking.
- Their SGS procedures applicable to the service (if applicable, and as agreed upon with ADIF). *
- Purposes and indicators specific to the railway undertaking responsible for transport services, as well as the procedures applicable to monitoring (if applicable, and as agreed upon with ADIF). *
- Other documents delivered and their scope as provider of services by ADIF.

ADIF undertakes to comply with whatever applies to the contracted activities and ADIF scope of responsibility. In any case, the responsibility for the services performed shall always be [Name of the railway undertaking] as a Railway Undertaking.

ADIF and [Name of the railway undertaking] have established the following communication channels to exchange information concerning compliance with safety conditions during operations and risk management detected during the activity, that shall be used throughout the Agreement.

- [Operational Information]
- [Administrative Information]
- [Operational Safety Information]

ADIF proxy:	[Name of railway undertaking] Proxy:
Name:	Name:
Position:	Position:
Address:	Address:
Email:	Email:

IV. [Name of railway undertaking] specifies to ADIF the following monitoring and control obligations for contracted activities.

- As stated by ADIF SGSC.

[List if there are any specific]

V. [Name of railway undertaking] expressly authorizes ADIF to perform the following supervisory and surveillance actions for risk control measures of the contracted operations.

- As stated by ADIF SGSC.

[List if there are any specific]

Name of railway undertaking (**)	by ADIF
Mr./Ms.	Mr./Ms

** *It is completed for the agreement to provide ITU handling services by ADIF and it is signed with a client other than a railway undertaking.*

FRAMEWORK AGREEMENT TO RESERVE CAPACITY

Madrid, _____ 20XX

Together:

On the one side, [NAME] _____, [POSITION] _____, on behalf of ADIF with Spanish Tax Identification Nr.: Q2801660H and address in Madrid, Calle Sor Ángela de la Cruz, 3 - 28020 Madrid.

On the other, [NAME] _____, [POSITION] _____, with Spanish Identity Card Nr. _____ on behalf of the railway undertaking or applicant _____ Spanish Identification Nr.:_____ with address in _____, in his capacity granted before the Notary Public of _____ [NAME] _____, on _____

Both parties recognize competence and capacity, respectively, to sign this Framework Agreement.

Statements:

a) The railway infrastructure manager has the power - under Article 38, section 3 in Law 38/2015, of 29 September, of the Rail Sector - to sign with railway undertakings or applicants framework agreements on capacity reserve specifying therein the characteristics of the requested infrastructure capacity and offered to the applicant for a period longer than one term of timetable.

Signing framework agreements provides transparency, objectivity and non-discrimination to the railway system as well as an effective use of the available capacity. Thus it ensures that transport projects of applicants have a legal certainty for availability of capacity over time, according to their legitimate commercial expectations and investments.

b) Therefore the applicant has requested to the rail infrastructure manager on __/__/____, to sign a framework agreement to reserve capacity

c) As reason for the request, the applicant annexes the following documentation:

- Commercial agreements
- Business Plan
- Rolling Stock
- Documentation accrediting compliance with the requirements set in article 58, Rail Sector Act

.....

By virtue hereof, the following has been agreed upon:

CLAUSE 1 – PURPOSE

1) This framework agreement sets out the rights and mutual obligations of the applicant and rail infrastructure manager regarding the request process of capacity on their lines for the transport service requested.

2) These services will run on the lines of the Railway Network of General Interest (RFIG) managed by the rail infrastructure manager and tariffs shall be paid for using the relevant railway infrastructure.

CLAUSE 2 - COMMITMENTS OF THE RAIL INFRASTRUCTURE MANAGER

1. The railway infrastructure manager commits to provide the Applicant for every service hour scheduled during this framework agreement term, the capacity described in Annex 3 to this framework agreement, with an annual margin of 10% for possible adjustments in manager's programming.

   To this end, the railway infrastructure manager shall annually allocate the corresponding capacity, according to Applicant's requests made for every service timetable and with the margin referred to in the previous paragraph, with the usual procedures and channels, described in the valid Network Statement.

2. Rail infrastructure manager guarantees to proceed framework agreement requirements with objective and non-discriminatory criteria, and in the periods required for service operation. It shall also take into account the framework agreements already signed, so that the legitimate rights of applicants and efficient operation of the railway infrastructure are guaranteed.

3. In case of non-compliance with the capacity reserve commitments set out in Annex 3, with the annual margin indicated above, for reasons strictly attributable to the infrastructure manager, the latter shall compensate with an amount equivalent to the costs, direct losses and expenses (including loss of earnings), which the Applicant has incurred and these shall be duly justified.

4. This capacity offered by this framework agreement shall take into account:

   A. The status and infrastructure developments known on the date of signing this framework agreement, as specified in Annex 1.

   B. Planning maintenance works and investment in network lines, as specified in Annex 1.

   C. The characteristics and technical performance of trains, as reported by the applicant and described in Annex 2.

   D. Existence of specialized lines.

   E. The existence of a congested infrastructure, if appropriate.

   F. Capacity needs of international freight corridors.

   G. Priorities of transport of passengers and freight as well as state investment and public or private entities.

According to Article 38, section 4 in Law 38/2015, of 29 September, of the Rail Sector, this framework agreement shall not preclude the use of the relevant infrastructure by other applicants or other services:

CLAUSE 3 – COMMITMENTS OF APPLICANTS

1) The applicant agrees to request capacity for every service timetable, according to the timetable and deadlines established in the Network Statement valid at all times, on the terms contained in this framework agreement, see Annex 4.

The rolling stock used by the applicant must respect the characteristics (stock, maximum speed, stops, stablings etc.) described in Annex 2 for the period of this framework agreement. Any change in these characteristics shall be previously requested and accepted by the rail infrastructure manager.

2) The Applicant commits to request the infrastructure capacity agreed upon and described in Annex 3, contemplating a annually reduction margin of up to 10% for possible program adjustments.

3) Without prejudice to Provision 8 hereunder and - except for the cases provided for in provision 4 – in accordance with article 13 of COMMISSION EXECUTION REGULATION (EU) 2016/545 of 7 April 2016 on the procedures and criteria related to infrastructure capacity allocation framework agreements, should the Applicant not request the capacity agreed upon for the following timetable - in accordance with the schedule and deadlines set in the Network Statement - the infrastructure manager shall penalize the Applicant with the costs, direct losses and expenses (including lost profits), which ADIF actually incurred. The provisions of afore paragraph shall not apply to cases expressly provided for in Commission Implementing Regulation EU2016 / 545 or any replacing one.

In order to guarantee the compensation set in the previous paragraph, and in accordance with Commission Implementing Regulation (EU) 2015/10 of 6 January 2015, the railway infrastructure manager may require to form a bank guarantee, which shall be set prior signature hereof. The proof of aforementioned financial guarantee, if applicable, is hereto attached as Annex 5.

Should the Applicant not fulfil their traffic commitments as set in this framework agreement for longer than a month, the infrastructure manager may execute the financial guarantee referred to in afore paragraph.

4) The applicant shall also be jointly responsible for the liability incurred by the railway undertaking, which provides services.

5) The infrastructure manager shall not request payment of a compensation in the following cases:

a) If the agreement has been amended or cancelled for reasons beyond applicant's control and was duly communicated and without delay to the infrastructure manager.

b) If the applicant has been denied a supplementary request for framework capacity whereon the viability of the planned rail service depended.

c) When the infrastructure manager has been able to re-allocate the paths and the framework capacity is such that the losses resulting from amending or terminating the framework agreement are already covered.

CLAUSE 4 - EXCEPTIONS TO THE COMMITMENTS BY THE PARTIES

1) The commitments expressed in 2 and 3 provisions shall not apply in the following circumstances:

a) Force majeure, defined as any event that is not attributable to a part of the framework agreement and that can not be foreseen or avoided, such as the following events:

- Criminal or terrorist acts, war (declared or not), the threat of war, revolution, rebellion, insurrection, civil commotion or sabotage.
- Acts of vandalism

- Disasters or natural hazards, including extreme weather or environmental conditions (such as, but not limited to: lightning, earthquakes, hurricanes, storms, fires, floods, droughts or accumulation of snow or ice).
- Nuclear, chemical or biological contamination.
- Pressure waves caused by devices that travel at supersonic speeds.
- Discovery of fossils, antiquities or unexploded bombs.
- And strikes or similar actions if recognized by law or court and these occur under their conditions.

Any other that is considered force majeure by law.

b) The decision of a public authority with an impact on the allocation of capacity and paths, for example, the application of the priority standards or previous requests for the needs of defense and civil safety.

2) If any service under this framework agreement cannot be provided due to incidents in the railway network, whether caused by railway infrastructure managers, or by the Applicant, or third parties and/or others, the Applicant rights or that of the railway infrastructure managers shall be subject to the Railway Sector legislation and to the Network Statement of the railway infrastructure manager in force at all times.

3) The standards in force concerning infrastructure works involving alterations in capacity subject to this framework agreement shall also apply, prevailing the Rail Sector Act and Network Statement.

CLAUSE 5 – RAIL INFRASTRUCTURE USE TARIFFS

The payment of relevant tariffs for using infrastructure of the rail infrastructure manager shall be in accordance with standards established in the Law 38/2015, of 29 September of the Rail Sector and on the Network Statement of the rail infrastructure manager in force every year during the term of the framework agreement.

CLAUSE 6 – FRAMEWORK AGREEMENT TERM

1). This framework agreement will enter into force on the date of its signature.

2). Notwithstanding the foregoing, the Applicant may request to initiate the framework capacity allocated in accordance with the framework agreement any time, in any case within five years after the request date. In these cases, the framework agreement term shall be calculated when the effective use of capacity starts.

The infrastructure manager shall not reject this request when the period required to assume the service is justified for any following reason:

a) That this framework agreement is a pre-requisite to finance the rolling stock necessary for a new service;

b) It is necessary to process the rolling stock authorization as referred to in letter a);

c) The program to start the operations at shipping or loading terminal points, or opening an infrastructure connection section.

d) Investments are necessary to increase infrastructure capacity.

e) Any provision of a current public service agreement.

The applicant may request to extend said term to the National Commission of Markets and Competition, which may give their approval for reasons other than those set in sections a) - e) of afore paragraph. The capacity allocated by virtue of the framework agreement, which is not used as a result of the time required to assume the service shall remain available to other Applicants.

3). Applicants may request to renew the Framework Agreement and the infrastructure manager may satisfy said request provided if the Applicant has fulfilled the commitments upon signing the Framework Agreement, justifying any investment in their initial business plan pending amortization and - if committed in the request for framework capacity - has implemented a carbon footprint reduction plan since the Framework Agreement started, which results, upon completion, can be verified by a duly accredited independent entity.

Applicant may request to conclude the framework agreement in accordance with Provision 8 hereunder.

CLAUSE 7 - AMENDMENTS OR LIMITATIONS TO THE TERMS OF THE FRAMEWORK AGREEMENT

1) Any change in the conditions of this framework agreement is authorized given any of the following reasons:

a) Upon request by any party as accepted by the other one.

b) Given any new legal or regulatory measure affecting - in whole or in part - the provisions in this framework agreement.

c) Due to any substantial increase by the railway infrastructure manager of railway tariffs.

These amendments shall be agreed upon as an amendment to the document, signed by the parties.

2) In the margins of the previous assumptions, the rail infrastructure manager may modify or limit the terms of this Framework Agreement, following a report to the National Commission of Markets and Competition and communicating it well before the Applicant, as a result of adopting measures to support the most efficient use of rail infrastructure, such as improvements in safety, gauge changes or other, and if there is no other reasonable mean to achieve this objective.

Amendments may affect the capacity offered by the rail infrastructure manager described in Annex 3, adapting the characteristics of the capacities (e g, travel times or train schedules), and even when necessary, propose capacity for alternative routes on which the railway undertaking is legally authorized to run its trains. It may also reduce the capacity offered in these situations when no other reasonable possibility. In said cases, compensation equivalent to the direct costs reasonably incurred by the applicant and duly justified shall accrue in favour of the applicant.

3) The rail infrastructure manager shall weigh the legal commercial interests of the Applicant, with those of other applicants, when modifications or limitations occur to the terms contained in this framework agreement.

4) The rail infrastructure manager may reduce the committed capacity if, during the annual programming, the applicant does not request paths on the basis of this framework agreement, unless the applicant justifies that the fact and the reasons given are beyond their control.

The Railway Infrastructure Manager shall communicate in writing to other potential applicants, the intention to modify or limit the terms of this framework agreement, granting them a period of one to four months to respond. The rail infrastructure manager reserves the right not to inform other potential applicants if amendments to the framework agreement are minimal or do not affect other frameworks agreements.

CLAUSE 8 - TERMINATION OF FRAMEWORK AGREEMENT

1) This framework agreement shall be terminated immediately, without prejudice to any compensation by the rail infrastructure manager and without the right to claim by the applicant, in the following cases:

a) Revocation of the applicant approval or railway undertaking license.

b) Remove the safety certificate of the railway undertaking providing services. In case of partial withdrawal, the provisions of the framework agreement are maintained for the capacity that has not been affected by such decision.

c) Applicant's declaration of bankruptcy.

d) The conditions used by the applicant in section c) in the exhibit required to sign it have ended.

e) Non-compliance of applicant's trains with the technical characteristics (stock, maximum speed, stops, stablings etc.) for which capacity is requested in the framework agreement.

2) The Applicant may terminate this framework agreement in writing, with a period of twelve months' notice prior to the timetable of the offered capacity.

3) The Rail Infrastructure Manager may terminate this framework agreement, without prejudice to the compensation as may correspond and without the right to claim of the applicant, in the following cases:

a) No capacity request has been submitted in a timely manner as described in Annex 3 for the next timetable without duly justified reasons.

b) Lack of payment by the applicant of tariffs, fees and prices to the rail infrastructure manager.

c) Given failure of the Applicant to assign the railway undertaking that has to provide their services, within the period specified in the Railway Sector Act and in the Railway Network Manager's Statement in force at all times.

d) The lack of use by the Applicant for over one month, and without notice – according to Article 11.3 under 2016/545 EU Implementing Regulation - of the framework capacity or, with a threshold lower than 70 % compared to the offer agreed upon in Annex 3.

e) A serious breach and for reasons attributable to the Applicant of the commitments signed in the letters of commitment issued to resolve the offered capacity allocation process, in terms of carbon footprint, temporary contracts and percentage of women and disabled in the workforce.

CLAUSE 9 – OTHER PROVISIONS

1) When the specific capacity needs are greater than those described in Annex 2 for all or part of the service timetable, the applicant shall submit specific requests for additional paths in accordance with the standard procedures for capacity allocation process.

2) The applicant may not transfer the rights and obligations arising from this framework agreement to another applicant.

CLAUSE 10 - CONFLICTS

1) All disputes between the rail infrastructure manager and the applicant that may arise in connection with the implementation of this framework agreement, in particular regarding the capacity offered, as well as claims to be made, shall apply to the provisions of Rail Sector Act and valid Network Statement of the rail infrastructure manager.

2) Also, the applicant shall, with regard to the actions and decisions of the rail infrastructure manager, submit a claim before the National Commission for Markets and Competition (CNMC), always using the channels and deadlines provided for in Rail Sector Act, in the Law 3/2013, of 4 June, on Creation of the National Commission Markets and Competition and Network Statement of the rail infrastructure manager valid at all times.

CLAUSE 11 – CONFIDENTIALITY

The railway infrastructure manager shall treat as confidential all commercial and business information entrusted upon requirement. Under the terms provided by law they shall not disclose any confidential information that was communicated or discovered: and shall not make improper use of the information provided. They commit to treat with discretion any information or documents disclosed or prepared upon execution - or as a result - of this Framework Agreement and that shall only be used for the purposes hereunder without disclosing it to any third party outside the procedure.

Notwithstanding the foregoing and in order to ensure transparency, the Railway Infrastructure Manager shall communicate this framework agreement to the National Commission of Markets and Competition, confidentially treating the data with commercial or business relevance, and shall inform other Applicants - upon requirement - of this Framework Agreement general guidelines.



CLAUSE 12 – FINAL PROVISIONS

1) In case of doubt as to interpreting the provisions in this framework agreement, the parties shall be subject to Law 38/2015, of 29 September of the Rail Sector and its development regulations, to the Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on the procedures and criteria related to framework agreements for railway infrastructure capacity allocation and to the Network Statement, in force at all times.

Also, for any questions or dispute that arises concerning the interpretation, implementation and enforcement of this framework agreement, the parties shall address the National Commission for Markets and Competition (CNMC).

2) Amendments and additions to this agreement shall be in writing in consultation and agreement between the parties, and shall be included as annexes to this framework agreement.

3) If any party wishes to request cancellation of the agreement in the cases referred to hereunder, it shall inform the other party in writing in a timely manner.

CLAUSE 13 – DATA PROTECTION

Personal data shall be processed by ADIF Public Business Entity with the purpose of "Managing ADIF contracting files" – Manage and maintain this framework agreement.

The legal basis for afore is: GDPR 6.1.c), GDPR: 6.1.b), Law 38/2015, of 29 September, Rail Sector Act. The data will be kept as necessary to fulfill the purpose of the data collected and to determine the possible responsibilities that may arise from said purpose and data processing. The provisions of the files and documentation regulations shall apply.

You may access your data, rectify or delete it, oppose to the processing and request a restriction by addressing a request to ADIF. Postal Address: Avenida Pio XII, 97 bis, 28036 (Madrid), accompanying a photocopy of your ID or passport. You may also contact our Data Protection Delegate, if you wish to clarify any aspect related to your data processing,

through the email account: dpd.adif@adif.es or by mail to Avenida Pio XII, 97 bis, 28036 (Madrid).

For more information on Transparency and Data Protection section of ADIF business public entity see

http://www.adif.es/es_ES/compromisos/ciudadano/transparencia_proteccion_datos/derechos_arco/derechos_arco.shtml

Signed.: _____

[POSITION] _____

ADIF _____

Signed.: _____

[POSITION]: _____

[COMPANY]: _____

ANNEXES

ANNEX 1 - Lines Affected by the Framework Agreement

Described in the framework capacity and updated on the Network Statement.

ANNEX 2 – Technical and Operational Parameters

The contents of this appendix shall be defined by case.

However some of the following contents shall be included:

1. **Technical Parameters:**
   - 1.1 Rolling Stock
   - 1.2 Weight of trains
   - 1.3 Maximum speed
   - 1.4 Gauge
   - 1.5 Length
   - 1.6 Percentage of braking
   - 1.7 On board systems
   - 1.8 Other restrictions (hazardous material, exceptional transport, etc.)
2. **Operation**
   - 2.1 Frequency and running days
   - 2.2 Connections
   - 2.3 Stops
   - 2.4 Approximate travelling times
   - 2.5 Rotations
   - 2.6 Stabling
   - 2.7 Type of offer (cadenced)

ANNEX 3 –Framework Capacity agreed upon

The contents of this appendix shall be defined by case.

ANNEX 4 –Service schedule and periods

The contents of this appendix shall be defined by case.

Annex 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.

In the event that the railway infrastructure manager detects that during the period considered to prepare the timetable project, certain requests are incompatible with each other, or if the capacity allocated to the Applicant does not respond to the needs and the latter expresses it in writing within the deadlines, they will try to satisfy all requests through the coordination process. (Art. 8 Order FOM 897/2005).

To this end, the railway infrastructure manager will try to find alternative solutions that respond to Applicants requests, or to resolve the conflicts by consulting applicants.

During this consultation, the following information will be provided, free of charge and in writing:

a) The allocation of capacity requested by other applicants for the same routes.

b) The allocation of capacity previously allocated to all other applicants for the same routes.

c) The allocation of alternative capacity proposed by the rail infrastructure manager.

d) Detailed information on the criteria applied in the capacity allocation procedure.

This information shall be provided without disclosing the identity of other applicants, unless said applicants agree upon disclosing it.

PROCEDURE TO RESOLVE CONFLICTS IN REQUESTS

During the request coordination process, the railway infrastructure manager may propose to applicants, within reasonable limits (± 60 minutes), infrastructure capacity allocations that differ from the requested ones.

The railway infrastructure manager may make as many coordination rounds as considered appropriate in order to reach satisfactory agreements.

Should it not be possible to reach an acceptable solution for all applicants after developing the coordination process, the railway infrastructure manager shall adopt the solution that best suits the rail system as a whole:

- When creating the Service Schedule, the infrastructure use shall be optimized, in order to avoid any inefficient use that prevents from making the most of it.
- As far as possible shall be offered alternatives to allow the coexistence of different Applicants in time periods, offering capacity allocations that may vary slightly from requested ones, considering that whenever they are delivered within a 60-minute period, all requests would be satisfied.
- In specialized lines or with predominant traffic (High Speed, Commuter, etc.) traffic that corresponds to this specialization shall have priority, giving value to traffic that uses the whole line over that, using only part of it.
- Likewise, services subject to public service obligations, as well as that of freight transport and, especially, international ones, shall receive due consideration.
- Services requested according to a Framework Agreement, or that are subject to rhythmical or systematic services will also have priority.
- On infrastructures declared as congested, the railway infrastructure manager may modulate the application of strict capacity allocation criteria in order to guarantee, to the maximum extent possible, access to every applicant who requested the capacity allocation.
- The railway infrastructure manager final decision may be subject to allegation, according to the following section.

2. CLAIMS TO THE INFRASTRUCTURE CAPACITY ALLOCATION PROCESS

Applicants may file claims, in writing and reasoned, with the following deadlines, which start upon notifying the provisional capacity allocation to Applicants:

- 1 month after notifying the Hours of Service.
- 15 business days for the paths allocated, as agreed upon.
- 5 business days for the paths monthly allocated, or for requests for any hours of service, which are submitted after the deadlines.
- 2 business days for occasional paths.

The infrastructure manager agrees to give written response to complaints by RUs in accordance with the provisions of Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administration.

3. 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:

a) Suggest a different time period or modify the path already allocated to another applicant, should the latter accept it.

b) Propose changes in opening hours or in the work organization, if possible.

c) In the case of basic, supplementary and ancillary services, if the service operator expressly authorizes it, allow access to the facility for a self-provision of these services.

The different applicants and the service facility operator may jointly request the governing body to participate as an observer in the coordination procedure.

To allow candidates access to self- service provision and in order to preserve an orderly, efficient and safe operation at facilities, these shall be previously authorized by the railway infrastructure manager, based on compliance with their railway safety requirements, i.e. in traffic safety management system and, where appropriate, in the specific procedure to this end.

In the authorization regarding the service facility operational scope it shall be guaranteed that the staff has:

a) Knowledge of the regulatory documentation related to safety facilities, as well as characteristics of the unit and the specific operations to be performed.

b) Knowledge of the operation special orders, and if these are not present, at least know the duties and responsibilities assignment and what, when and how the information is exchanged amongst railway personnel involved.

c) Qualifications of involved railway personnel.

d) 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 applicable priority criteria is as follows:

a. **At Freight Transport Terminals.**

- Service requests related to Transport Plan trains with a Quality Agreement (Convenio de Calidad Contertada CQC).
- Requests for services related to Transport Plan trains that have Service Grouping agreements by train.
- Requests for services related to Transport Plan trains with a coordinated path with other service facilities or with providers of other services.
- Requests for services related to Transport Plan trains not included in the previous cases.
- Requests for occasional services not included in the Transport Plan.
- For other applications, these shall be addressed by application entry order.

b. **At Passenger Transport Stations.**

- Proportionality regarding the number of trains with commercial stop at the station.
- Proximity to train arrival or departure time to/from the station.
- For other requests, these shall be addressed by request entry order.

4. REQUESTS, CLAIMS AND COMPLAINTS REGARDING THE PROVISION OF RAILWAY SERVICES BY THE MANAGER OF RAIL INFRASTRUCTURES

There will be requests to the rail infrastructure manager in the entity area of competence, as well as arguments that may be submitted in the proceedings initiated by it, and submit claims which must 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 proofs that such damages are attributable to the rail infrastructure manager.

The lack of traction power supply shall not be considered grounds for complaint, when it is due to a breakdown caused by a railway undertaking, or if it is the result of duly scheduled works or maintenance operations. In the event of a lack of traction power supply for reasons attributable to power supply companies, the maximum amount of compensation shall be as set up by current laws of the electricity sector, for this purpose, address the Electrical Energy Management Branch of the ADIF-Alta Velocidad Corporate Directorate.

The Rail Infrastructure Manager shall not be liable toward Rail Undertakings for any damages caused during service provision when these are the result of situations of force majeure, vandalism or by third parties unrelated to railway infrastructure manager.

Railway undertakings or third parties shall be liable toward the rail infrastructure manager for damages caused to people and/or things, as well as to their facilities, machinery, railway infrastructure, etc.

The infrastructure manager agrees to give written response to the complaints by RUs in accordance with the provisions of Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administrations, notwithstanding that private law relationships other terms may be agreed upon.

Railway undertakings shall have procedures in their SGS to define and control operations related to rail services as required to satisfy their transportation needs.

5. PROCEDURE OF COORDINATION IN THE FIELD OF CAPACITY ALLOCATION PROCESS AT SERVICE FACILITIES

The coordination procedure is designed to resolve conflicts that may arise when requesting capacity allocation at service facilities.

FOR REQUESTS TYPE A: WITH RESERVE CAPACITY

GIS shall study the requests received and based on allocation criteria indicated in chapter 7 of this Network Statement, should capacity requests coincide in the same use period and for the same service facility they shall communicate a provisional capacity allocation, at most, 30 days before the scheduled use date of the service facility, and applicants will have 10 calendar days to accept/reject it, or to make allegations as they deem appropriate.

GIS will have 5 calendar days to analyse these allegations and communicate the final capacity allocation. Given no receipt of client's acceptance of the allocated capacity after set deadline, GIS may freely dispose of it.

FOR TYPE B REQUESTS: WITHOUT CAPACITY RESERVATION

Requests shall be made at least 7 calendar days in advance, through SYACIS application.

GIS shall study the requests received according to the allocation criteria indicated in this NS, chapter 7, given any coincidence of capacity requests, in the same period of use and for the same service facility, it will communicate a provisional capacity allocation that the client shall accept or reject.

Given no client's acceptance of the allocated capacity upon deadline GIS will freely dispose of it.

For exceptional and justified reasons, clients may request capacity for a service facility, less than 7 calendar days in advance. Said type of requests may only be presented from Monday to Friday, before 12 o'clock the day before train departure and shall identify to GIS the train to which the application is linked. The answer shall be notified before 18 h. of the same day.

In case of fuel supply at fixed and mobile points, capacity allocation shall be included in service supply.

6. COORDINATION PROCEDURE OF REQUESTS TO ACCESS SERVICE FACILITIES AND SERVICES LINKED TO RAIL TRANSPORT AT PASSENGER STATIONS

This procedure shall generally apply to access to facilities and services related to rail passenger transport at passenger stations in commercial operation.

When the infrastructure manager receives a request to provide access to service facilities or related rail services from a railway undertaking and said request is incompatible with another request or coincides with a capacity already allocated, they shall aim at satisfying all requests through negotiation and coordination with the affected railway undertakings, in accordance with Art. 10, Implementing Regulation (EU) 2017/2177.

The infrastructure manager shall study different options to allow reconciling incompatible requests to access the service facility, or to provide services at the facility. These options should include, where appropriate, measures to maximize the facility's available capacity, provided that they do not entail additional investment in resources or equipment.

Any request allocated after a coordination process shall be expressly ratified by the client.



PRIORITY CRITERIA

In accordance with Art. 11 of Implementing Regulation (EU) 2017/2177, if despite the coordination procedure, requests for rail services cannot be reconciled, the infrastructure manager shall resolve the requests in accordance with the following priority criteria (*):

3. Railway undertakings with existing contracts on services or spaces to prioritize with a Framework Agreement
4. Railway undertakings with existing contracts on services or spaces to prioritize, with no Framework Agreement
5. Railway undertakings with Framework Agreements but no existing contracts on services or spaces to prioritize
6. 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.

7. PROCEDURE TO ASSIGN DELAYS AND CONFLICT RESOLUTION WHEN IMPOSING LIABILITIES WITHIN THE INCENTIVE SYSTEM FIELD

Adif has implemented the Performance Scheme, which includes the process of allocating attributable delays and conflict resolution, in accordance with Law 38/2015, of 29 September of the Railway Sector and Order FOM/189/2015, of 11 February, on the basic implementation principles of a performance scheme in the tariff system for using rail infrastructures, as indicated in section 6.2.5., Chapter 6 in the Network Statement. This process unfolds in three phases:

Communication of allocation of imputable delays:

- Adif shall communicate to RUs, on the following business day after the train has run, the provisional daily list for each train, the computable delays, the corresponding imputation factor and the delays attributable to every RU.
- RUs, given any disagreement, shall have a maximum period of two working days to request to Adif the supporting documentation regarding the allocation of delays and liabilities, especially the information included in the incident management system.
- Adif shall have two working days to send the requested documentation and information to RUs.

- RUs after receiving the documentation and information requested to Adif, shall have two working days to make their observations on this information after receiving it. Adif may also request RUs to clarify or document the relevant justification in said cases.

Publication of the final allocation of imputable delays

- After analysing these observations, Adif shall publish the final list of eligible delays, the allocation factor and delays attributable within nine working days after the train has run.

Conflict resolution in liabilities allocation

- RUs, given any disagreement, may complain to the Performance Scheme Surveillance Committee within fourteen business days after the train has run.
- In the previous case, aforementioned Committee shall have a period of ten working days to communicate the final result of the allocation of delays.
- In case of discrepancy with the resolution adopted by the Incentive Monitoring Committee and if two months after starting the procedure it is not possible to reach an agreement between Adif and RUs, the National Commission of Markets and Competition shall be the body in charge of resolving.

Telematic means shall be used in every communication between Adif and RUs, related to the Performance Scheme

8. PROCEDURES BEFORE THE NATIONAL COMMISSION FOR MARKETS AND COMPETITION

In the rail sector, according to Law 3/2013, of 4 June, on creation of the National Commission for Markets and Competence, it corresponds to the National Commission for Markets and Competence to know and resolve the claims presented by the railway undertakings and other applicants regarding acts of the rail infrastructure manager, railway undertakings and other applicants on:

1. The content and implementation of network statements.
2. The capacity allocation procedures and their results.
3. The size, structure or application of fees and charges as required.
4. Any discrimination to access infrastructure or services linked thereto by reason of acts performed by other railway undertakings or applicants.
5. The provision of services on international rail freight corridors.
6. The National Commission for Markets and Competition shall cooperate with standardization bodies of the railway market in other Member States of the European Union for claims or research relating to an international train path.

Claims shall be submitted one month after the corresponding fact or decision takes place.

For solving the referred conflicts, the commission shall solve any denounce and shall adopt, upon request by any party, a resolution to solve the conflict as soon as possible, and, anyway, in a maximum time period of 6 weeks after receiving all information.

The resolution adopted by the National Commission for Markets and Competence shall be binding for the parties without prejudice to the remedies in accordance with article 36 in Law 3/2013 of 4 June on creation of the National Commission for Markets and Competence.

Depending on the nature of communication, Railway Undertakings and other Applicants may contact the following addresses of the Rail Infrastructure Manager:

Fuel Supply Services

Subdirección de Promoción del Transporte de Mercancías

Estación de Madrid Chamartín-Clara Campoamor. Agustín de Foxá, 46. 28036 Madrid..

Services of Traction Electric Energy Supply

Dirección Corporativa

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 Titan 4 planta 4ª 28045 Madrid..

Requests for Compensation for Patrimony Responsibility Arising from Damage Caused by Normal or Abnormal Public Service Provided by Adif

Secretaría General.

Calle Sor Ángela de la Cruz, 3. 28020 Madrid.

Other Requests or Claims Arising from the exercise of Public Powers exercised by Adif

Secretaría General

Calle Sor Ángela de la Cruz, 3. 28020 Madrid.

Capacity Allocation

Dirección General de Circulación y Gestión de Capacidad (Adif)

Calle Agustín de Foxá, 50 estación de Madrid Chamartín-Clara Campoamor, edificio 22. 28036 Madrid.

Traffic Management

Centro de Gestión de Red H24, Dirección de Tráfico de Adif.

Calle Méndez Álvaro, 1. 28045 Madrid.

Services at Passenger Transport Stations

Dirección de Estaciones de Viajeros de Adif.

Avenida Pío XII, 110. Edificio 18. 28036 Madrid.

Services at Freight Transport Terminals

Dirección de Servicios Logísticos

Estación de Madrid Chamartín-Clara Campoamor.

Andén 1. Agustín de Foxá, 46. 28036 Madrid.



Annex 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 file processed within the scope of European Union law by Administrador de Infraestructuras Ferroviarias (ADIF), ADIF - Alta Velocidad, its contractors, and any of its collaborators are protected under Regulation 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 national legislation and other applicable complementary regulations. Under Spanish law, Organic Law 3/2018 of 5 December on Personal Data Protection and the Guarantee of Digital Rights shall apply.



Annex L

Preliminary Information on the Second Framework Capacity Offer

During the first quarter of 2025, the Infrastructure Manager will publish the Second Framework Capacity Offer for certain lines with commercial passenger services, along with its period of validity. This document will outline the rules governing the awarding process.

As preliminary information before the publication of the said document, and to give railway companies more time to assess and potentially improve their business plans, this annex outlines the objectives pursued by the Infrastructure Manager with this second capacity offer. It also provides a preview of the corridors that will be included and the specific time slots offered within them.

1. INTRODUCTION AND BACKGROUND

1.1. THE 2019 FRAMEWORK CAPACITY OFFER

The EU Directive 2016/2370, dated December 2016 and incorporated into Spanish law through the Railway Sector Law 38/2015, of 29 September, mandated the opening of commercial rail passenger transport services across the European area as of 14 December 2020.

In 2019, the Infrastructure Manager began the process of opening up rail passenger transport to free competition, aiming to optimise existing infrastructure capacity in order to secure additional capacity, thus ensuring continuity of services while facilitating access for new operators with a significant offer.

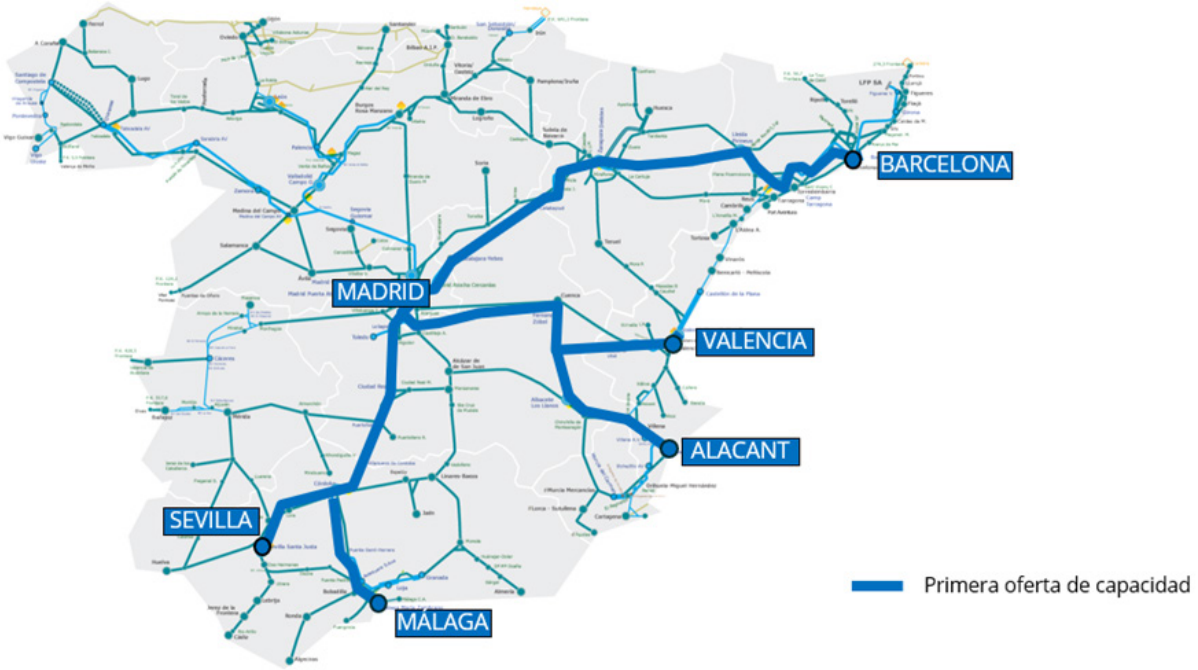
After conducting market surveys to determine demand, capacity was made visible on routes where operators showed high interest, and appropriate and reasonable operational principles were established.

Capacity was allocated on the basis of objective, transparent and non-discriminatory criteria, based in this case on promoting greater use of the railway infrastructure in the event of an excess of demand. In order to provide railway companies with the legal certainty needed to make the substantial investments required to launch commercial operations, appropriate legal instruments were put in place.

Following the capacity allocation process in December 2019 and the subsequent manufacturing and homologation of rolling stock, delayed due to the pandemic, a new passenger railway company began operations on the Spanish high-speed network on the Madrid-Barcelona route in May 2021.

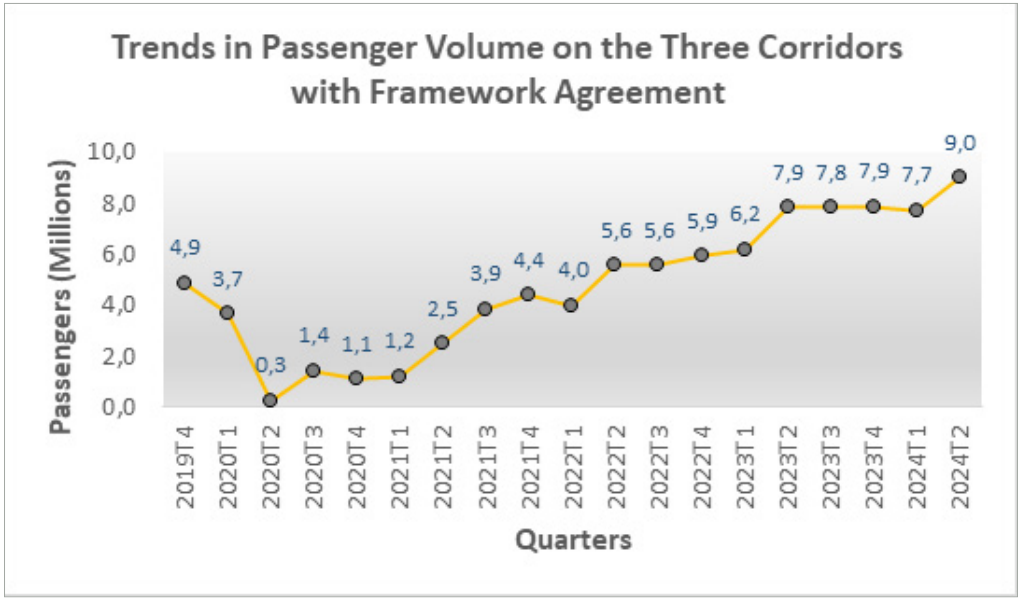
Since this initial milestone, a third operator awarded capacity in the 2019 offer has also launched services, thus nearly completing the introduction of competition on the three routes where liberalisation was initially intended:

- LAV Madrid-Barcelona
- LAV Madrid-Valencia/Alicante
- LAV Madrid-Sevilla/Málaga



Corridors with Framework Agreements (1st Phase of Liberalisation)

The outcome four years after opening the Spanish rail market has been very positive: since December 2020, demand has increased on various corridors, particularly on those served by three operators, as illustrated in the following graph:[1]:



Passenger volume on routes with allocated framework capacity

[1] "Data source: National Markets and Competition Commission".

1.2. THE REGULATORY FRAMEWORK

The Infrastructure Manager relies on European directives and other European railway regulations, as well as the Railway Sector Law and its implementing legislation, to support the liberalisation process.

Therefore, for anything not explicitly covered in the documentation for the second capacity offer related to Framework Agreements, the provisions of Law 38/2015, of 29 September, on the Railway Sector and its implementing regulations, will apply, as will Order FOM 897/2005, of 7 April, concerning the network statement and infrastructure capacity allocation procedure, and the Commission Implementing Regulation (EU) 2016/545, of 7 April 2016, on procedures and criteria concerning framework agreements for the allocation of rail infrastructure capacity, or any regulation that replaces it, along with the Network Statement in force at any given time.

Article 23.1 of the Railway Sector Law defines essential infrastructure management functions, including decisions on the allocation of rail paths, covering the definition, assessment of availability, and allocation of individual rail paths, as well as the setting of charges for infrastructure usage [...].

In terms of capacity allocation, Article 21.5 states that the Infrastructure Manager will perform traffic management functions transparently and without discrimination.

Current legislation stipulates that the Infrastructure Manager is responsible for capacity allocation, with the option to establish framework agreements between the Infrastructure Manager and an applicant, allowing for the reservation of capacity beyond a single timetable period to provide applicants with certainty. The Framework Agreement will specify the characteristics of the requested and offered infrastructure capacity for the candidate (multi-year capacity reservation).

Before establishing a new framework agreement, the Infrastructure Administrator will consider factors such as optimising the use of available infrastructure capacity, meeting the candidate's legitimate commercial needs when they have demonstrated genuine intent and resources to use the requested capacity, the needs of passengers, fair access to infrastructure, and enhancing the operational efficiency infrastructure.

Framework agreements are regulated by Article 38.5 of the Railway Sector Law, Article 13 of Order FOM 897/2005 of 7 April regarding the network statement and infrastructure capacity allocation procedure, and Commission Implementing Regulation (EU) 2016/545 of 7 April 2016.

The candidate may also request capacity yearly following the allocation schedule, during the timetable period.

The Infrastructure Manager views framework agreements as the most effective tool for fostering free competition in passenger transport because they:

* Allow prospective applicants full visibility of available capacity and the operational conditions for its use.
* Enable long-term capacity allocation using objective, transparent, and non-discriminatory criteria.
* Offer companies greater legal certainty than single timetable requests, necessary for securing resources for investment.

Therefore, framework agreements serve as the legal mechanism that ensures railway companies the essential legal certainty to invest in services over a period longer than one timetable period.

Currently, three framework agreements were signed on 11 May 2020 for a ten-year period for high-speed commercial passenger services (trains up to 300 km/h) between the Infrastructure Manager and the three companies awarded capacity in the 2019 offer:

- Renfe Viajeros S.M.E. S.A.
- Intermodalidad del Levante S.A. (ILSA)
- Ouigo España S.A.U.

Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 sets out procedures and criteria for managing framework agreements on infrastructure capacity allocation.

Article 5 of the Regulation defines two options for awarding framework capacity via framework agreements:

- The Infrastructure Manager may establish an annual or multi-annual deadline when inviting applicants to submit framework agreement requests. Once the deadline has passed, applications will be processed without delay.
- In the absence of a multi-year deadline, if an applicant initiates a framework agreement request, the Infrastructure Manager will inform other applicants to determine interest in applying for framework capacity, allowing four months for consultation. The Manager may decide not to inform other potential applicants if it receives minor change requests that do not impact other framework agreements.

In 2019, the Manager opted for a multi-annual request deadline and framework capacity statement as the best practice for transparency and non-discrimination. For this second framework capacity offer, the Infrastructure Manager will again establish a multi-annual deadline for application submission.

The Infrastructure Manager will therefore again opt for a multi-annual deadline for the acceptance of applications for this second framework capacity offer.

Regardless of the mechanism for future framework agreements, Article 3 of Commission Implementing Regulation (EU) 2016/545 requires the Infrastructure Manager to draft a framework capacity statement for each line as necessary. This statement will specify, for each line segment, control period, and service type, all pertinent information.

For this process, based on consultations with interested parties, the Infrastructure Manager has determined the appropriate lines to include, considering the extensive ongoing works on much of the RFIG (General Interest Railway Network) and the maximum capacity for framework agreements for each line section.

Details of the lines and capacity included in the new capacity offer are discussed in later sections. The deadline for applications, resolution timeline, and allocation rules will be published in a subsequent document in the first quarter of 2025.

2. FRAMEWORK CAPACITY OFFER

2.1. OBJECTIVES OF THE SECOND FRAMEWORK CAPACITY OFFER

Following the success of the first framework capacity offer, the Manager aims to extend its impact by promoting and facilitating access to additional lines within the RFIG, including services using variable-gauge rolling stock.

The goals for this second capacity offer are:

- Increase traffic to maximise high-speed network usage in response to strong social demand.
- Extend liberalisation benefits to more regions in Spain.
- Offer more entities the opportunity to join the railway system while consolidating existing operators.
- Showcase the value of newly commissioned infrastructure.
- Promote free competition on variable-gauge routes.

These objectives are briefly developed in the following sections:

2.1.1. Increasing Traffic for Greater Use of the High-speed Rail Network.

The Manager's primary motivation remains to maximise the utilisation of the network, ensuring that the substantial investments made to enhance Spain's railway network benefit society.

Following the first capacity offer, the results obtained so far regarding the number of passengers using high-speed rail services indicate that the liberalisation process has significantly increased network usage.

This second framework capacity offer aims to continue promoting increased use of the Adif and Adif-AV network, both through traffic generated on new lines and through occasional use of lines already covered by the first capacity offer, thereby continuing to improve mobility.

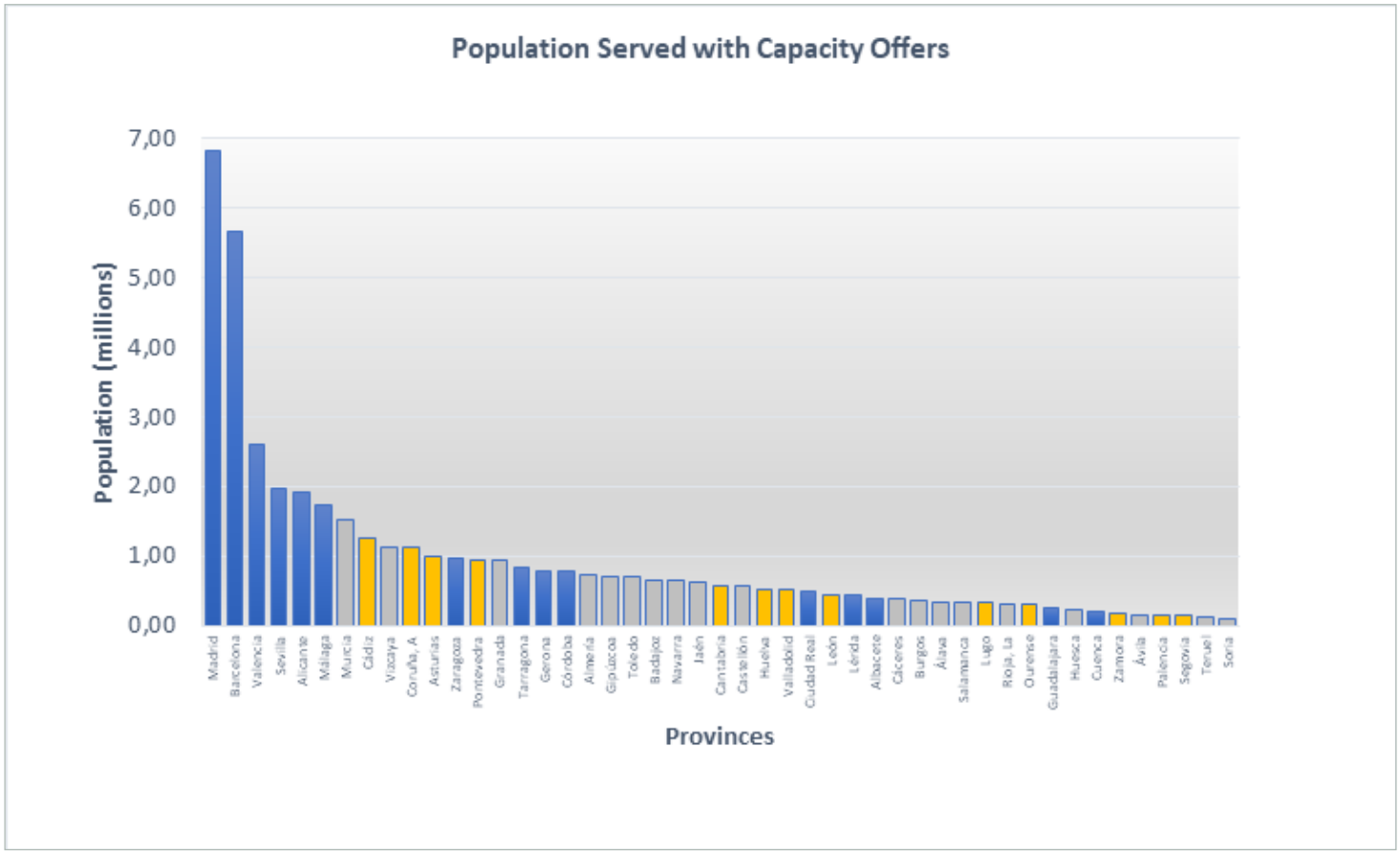
The commissioning of new line sections should enable high-speed services to make more efficient use of infrastructure.

2.1.2. Extending the Benefits of Liberalisation to More Regions of Spain in Response to Strong Social Demand.

The first framework capacity offer impacted 15 of the 47 rail-accessible provinces (29%).

In terms of population, this represented 25.5 million people, or 54% of Spain's population.

The strategy to expand the competitive market must involve reaching more provinces and serving a larger percentage of the population, as one of the primary objectives of operating the Adif and Adif AV infrastructure network is to connect regions. This approach also aligns with socio-economic, operational, and social criteria and aims to enhance environmental benefits.



Population benefiting from the 1st Capacity Offer (blue) and the 2nd Capacity Offer (yellow)

It is estimated that the second capacity offer will reach an additional 7.5 million people, bringing the total to 33 million, or 69.5% of the Spanish population, who will benefit from competition in rail travel.

The second capacity offer will cover an additional 13 provinces, adding to the 15 provinces covered in the first phase, bringing the total to 28 out of the 47 rail-accessible provinces (60%).

2.1.3. Enabling More Entities to Join the Rail System while Consolidating Existing Operators

The Infrastructure Manager seeks to reasonably facilitate that all applicants and rail companies wishing to operate on the network can do so, provided it is technically feasible.

The Manager views operator diversity as beneficial to the network, bringing a variety of commercial visions, service offerings, pricing, and fostering healthy competition for a leading rail system in citizen mobility.

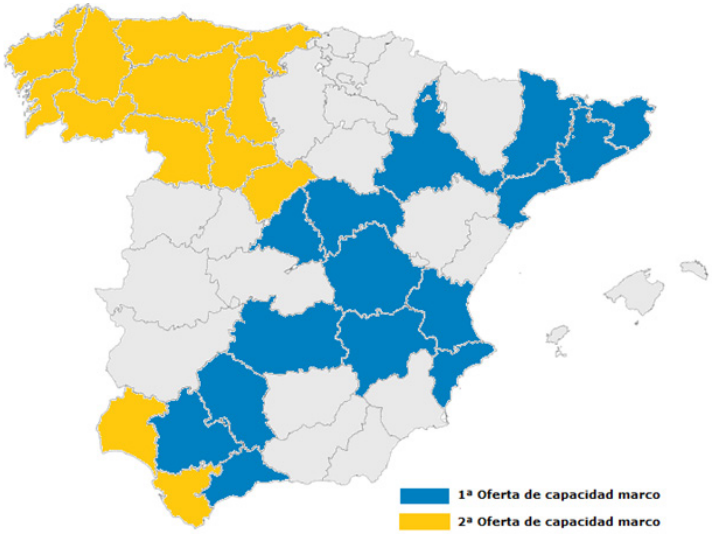
Existing operators on the network can continue to consolidate and develop, which benefits citizens by maintaining service continuity and expanding the range of available services through a network effect.

2.1.4. Maximising New Infrastructure Value

Recently, the Manager has introduced new infrastructure that has significantly reduced travel times on several routes and increased capacity at high-traffic stations.

The new line sections complement those included in the first capacity offer, with the following immediate impacts:

- Greater territorial integration.
- Increased value of pre-existing high-speed lines, alongside the new infrastructure.
- Improved rail access for new market participants.
- An increased rail share in modal transport distribution, delivering the benefits of a more sustainable mode of transport on a national level.



Regional Integration Provinces benefiting from both capacity offers to date

2.1.5. Promoting Free Competition on Variable-gauge Routes

The Spanish rail network features three distinct gauges:

* Iberian gauge, 1,668 mm, Spain's historical gauge since 1941, spans approximately 11,000 km.
* Standard Gauge, 1,435 mm (also called International or UIC gauge): this gauge was introduced in Spain starting with the 1992 opening of the Madrid-Seville high-speed line and has since expanded to around 4,000 km.
* Metric Gauge, 1,000 mm: approximately 1,193 km in length.

Additionally, there are 226 km of mixed-gauge lines (three rails forming both Iberian and standard gauges).

This reality has shaped traffic development and made it necessary for major high-speed city terminals to support both track gauges, requiring a distribution of available capacity between them due to space constraints within urban stations.

To date, the most competitive traffic routes use the standard gauge, although there are already highly competitive routes using variable gauge, thanks to the successful implementation of variable gauge trains and gauge changers by Spanish companies. Examples include the Madrid-Galicia and Madrid-Cádiz routes.

Following the commissioning of certain lines designed as high-speed lines with variable gauge, a substantial increase is anticipated in routes offering both gauge types, particularly on the high-speed lines to Galicia and Asturias.

These lines are expected to achieve significant continuity with a strong traveller demand, operating similarly to all-standard-gauge lines due to the high commercial speeds achieved.

The goal is to encourage free competition on key variable gauge routes based on passenger numbers. This marks a new approach as it:

- Requires capacity applicants to have variable gauge equipment, unavailable in other markets;
- Enables the development of long-distance routes, potentially creating valuable market niches for high-speed rail traffic and extending competition to conventional rail lines.

2.2. CORRIDORS IN THE SECOND CAPACITY OFFER

The capacity offer must not pre-determine the use of certain infrastructure by rail companies and applicants, ensuring their independence to plan and conduct their business and activities.

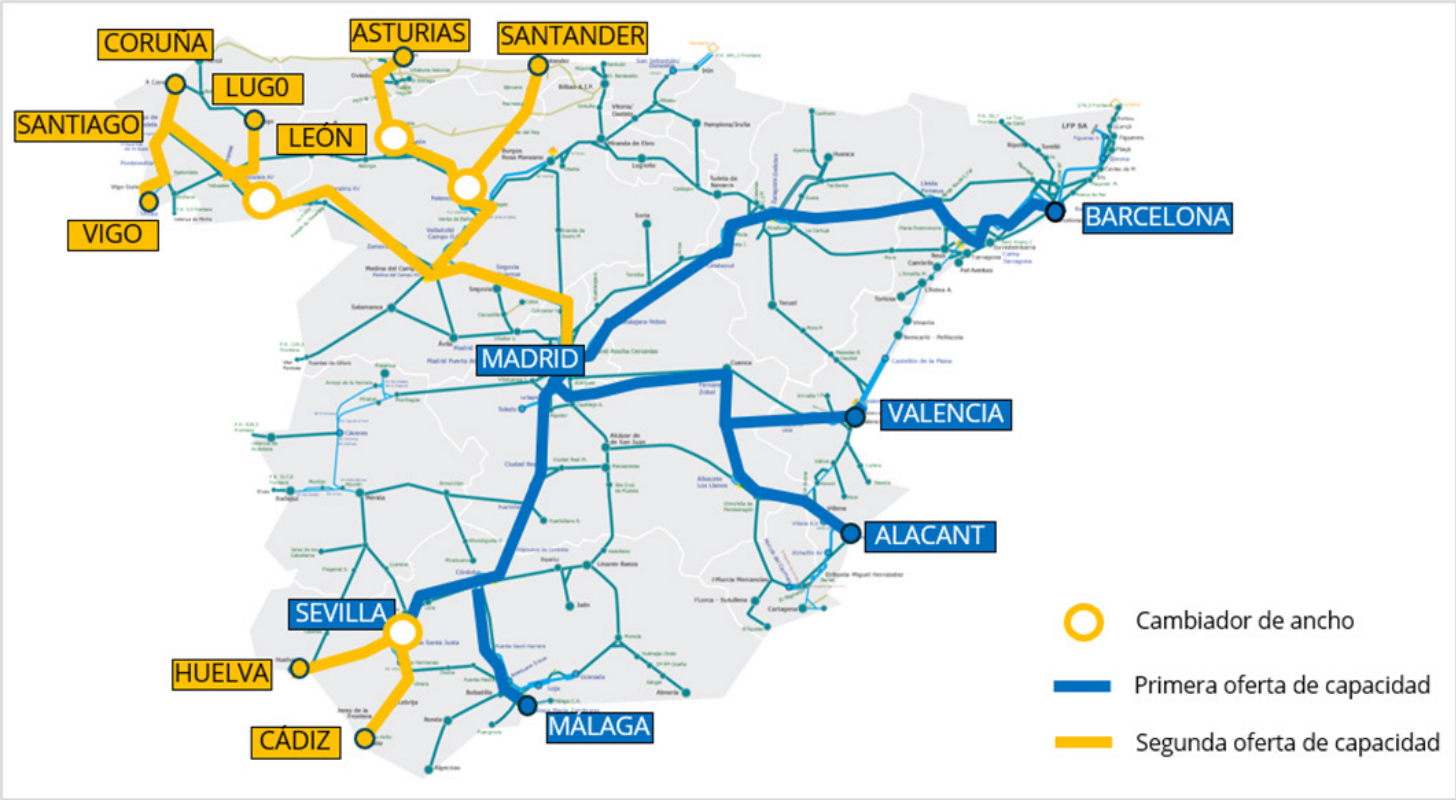
In line with the first capacity offer, the Manager undertook a market consultation to gather rail companies' business expectations, identifying the routes, corridors, and frequencies of greatest commercial interest.

Based on the objectives pursued in this second capacity offer, as outlined in the previous sections, and the information gathered during the interview phase with railway companies, the Manager has identified the corridors whose inclusion in the capacity statement is deemed most appropriate.

To this end, three new corridors and associated relationships have been selected for which the available framework capacity has been determined.

The Manager will offer framework capacity on the following corridors:

- Madrid-Galicia
- Madrid-Asturias/Cantabria
- Madrid-Cádiz/Huelva



Proposed Corridors for Variable Gauge Services (highlighted in yellow)

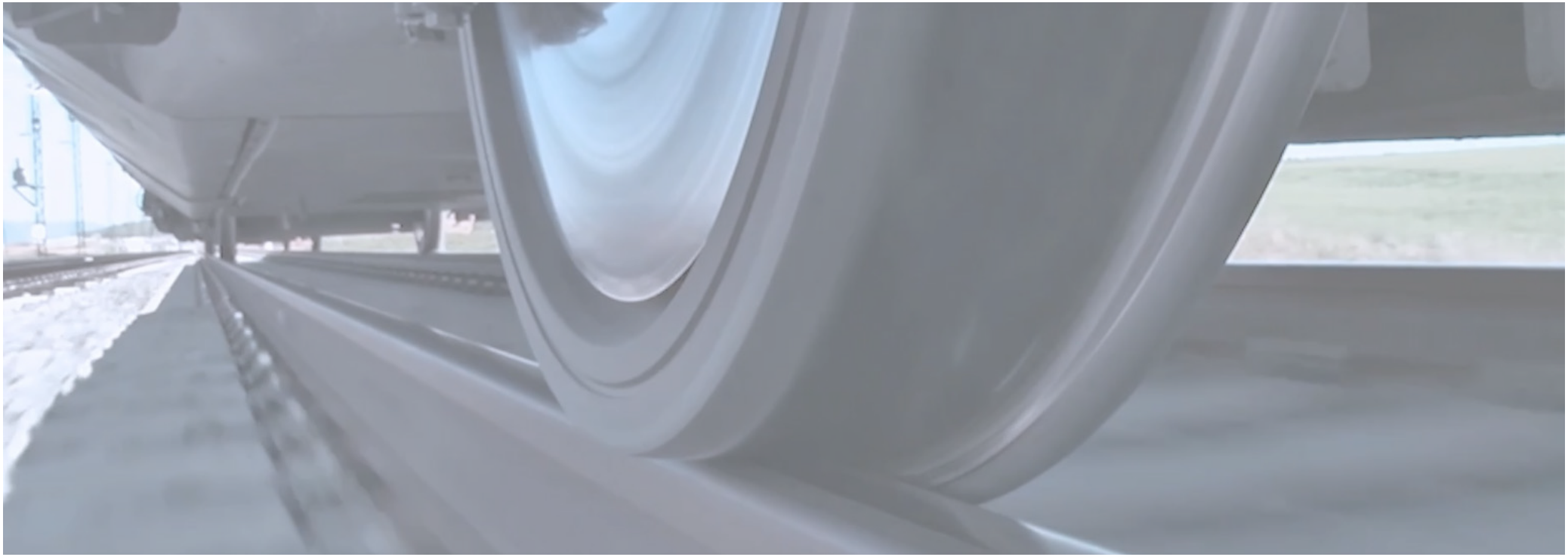
The lines included in this second capacity offer address, on the one hand, the objectives of this second offer (as set out in Section 2 of this document) and, on the other hand, the precedents expressed by rail companies in discussions with the Manager.

By including these corridors and currently excluding others undergoing significant infrastructure works (e.g., the LAV Vitoria-Bilbao-San Sebastián), the Manager aims to ensure that the capacity offered will indeed be available, thus removing uncertainties related to future commissioning or technical challenges.

The Mediterranean Corridor serves as a notable example, given its high commercial appeal for rail companies. However, it currently lacks the guarantees necessary for a commitment to short-term capacity availability, due to the complex track gauge change required. This operation is a sector-wide decision, requiring all stakeholders to complete their adaptation processes, which may involve prolonged full line closures or operations under suboptimal conditions. Considering this, the Manager has opted not to offer capacity without certain quality and availability guarantees.

This annex to the Network Statement contains the framework capacity offer (time slots) the Manager will offer for each corridor listed above.

The detailed capacity awarding process, applicant requirements, deadlines, and procedures for applications will be published in the first quarter of 2025 as part of the Network Statement update.



COMPLETE FRAMEWORK CAPACITY OFFER DEVELOPED BY CORRIDORS

DECLARED FRAMEWORK CAPACITY

1. MADRID-GALICIA CORRIDOR
2. MADRID-ASTURIAS / CANTABRIA CORRIDOR
3. MADRID-CÁDIZ / HUELVA CORRIDOR

1. MADRID-GALICIA CORRIDOR

MAXIMUM FRAME CAPACITY IN FURROWS PER DIRECTION PER DAY. PATHS STUDIED AT MAXIMUM LINE SPEED.

AXIS 16	PATHS / DAY PER DIRECTION - 19h		
	LINE CAPACITY (Most restrictive section: Taboadela AV-Ourense)	OFFERED FRAMEWORK CAPACITY	% OF OFFERED CAPACITY / TOTAL AVAILABLE CAP.
MADRID - GALICIA	21,47	16	74,5%

INDICATIVE TIMETABLE (+- 30 MINUTES)

CORRIDOR · 32 PATHS / DAY					
PATH	ORIGIN	DESTINATION	INDICATIVE DEPARTURE TIME	INDICATIVE JOURNEY TIME	INDICATIVE STOPS
T-MDVC-1	MADRID CH	VIGO/CORUÑA	6:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-3	MADRID CH	VIGO/CORUÑA	7:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-5	MADRID CH	VIGO/CORUÑA	8:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-7	MADRID CH	VIGO/CORUÑA	9:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-9	MADRID CH	VIGO/CORUÑA	10:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-11	MADRID CH	VIGO/CORUÑA	11:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-13	MADRID CH	VIGO/CORUÑA	12:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-15	MADRID CH	VIGO/CORUÑA	13:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-17	MADRID CH	VIGO/CORUÑA	14:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-19	MADRID CH	VIGO/CORUÑA	15:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-21	MADRID CH	VIGO/CORUÑA	16:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-23	MADRID CH	VIGO/CORUÑA	17:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-25	MADRID CH	VIGO/CORUÑA	18:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-27	MADRID CH	VIGO/CORUÑA	19:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-29	MADRID CH	VIGO/CORUÑA	20:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-31	MADRID CH	OURENSE(1)	21:00	2:15	Zamora
T-MDVC-0	OURENSE	MADRID CH	5:00	2:15	Zamora

CORRIDOR · 32 PATHS / DAY					
PATH	ORIGIN	DESTINATION	INDICATIVE DEPARTURE TIME	INDICATIVE JOURNEY TIME	INDICATIVE STOPS
T-MDVC-2	VIGO/CORUÑA	MADRID CH	6:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-4	VIGO/CORUÑA	MADRID CH	7:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-6	VIGO/CORUÑA	MADRID CH	8:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-8	VIGO/CORUÑA	MADRID CH	9:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-10	VIGO/CORUÑA	MADRID CH	10:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-12	VIGO/CORUÑA	MADRID CH	11:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-14	VIGO/CORUÑA	MADRID CH	12:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-16	VIGO/CORUÑA	MADRID CH	13:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-18	VIGO/CORUÑA	MADRID CH	14:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-20	VIGO/CORUÑA	MADRID CH	15:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-22	VIGO/CORUÑA	MADRID CH	16:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-24	VIGO/CORUÑA	MADRID CH	17:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-26	VIGO/CORUÑA	MADRID CH	18:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-28	VIGO/CORUÑA	MADRID CH	19:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)
T-MDVC-30	VIGO/CORUÑA	MADRID CH	20:00	3:50/3:35	Zamora, Ourense, Santiago (solo Coruña)

(1) Due to network capacity constraints, only two paths can extend as far as Ourense.

2. MADRID-ASTURIAS / CANTABRIA CORRIDOR

MAXIMUM FRAME CAPACITY IN FURROWS PER DIRECTION PER DAY. PATHS STUDIED AT MAXIMUM LINE SPEED.

AXIS 11	PATHS / DAY PER DIRECTION		
	LINE CAPACITY (Most restrictive section: Junction Cerrato-Junction Las Barreras)	OFFERED FRAMEWORK CAPACITY	% OF OFFERED CAPACITY / TOTAL AVAILABLE CAP.
MADRID - ASTURIAS / CANTABRIA	22,8	12	52,6%

INDICATIVE TIMETABLE (+- 30 MINUTES)

CORRIDOR · 24 PATHS / DAY					
PATH	ORIGIN	DESTINATION	INDICATIVE DEPARTURE TIME	INDICATIVE JOURNEY TIME	INDICATIVE STOPS
T-MDGS-1	MADRID CH	GIJÓN/ SANTANDER	6:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-3	MADRID CH	GIJÓN/ SANTANDER	7:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-5	MADRID CH	GIJÓN/ SANTANDER	8:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-7	MADRID CH	GIJÓN/ SANTANDER	9:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-9	MADRID CH	GIJÓN/ SANTANDER	10:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-17	MADRID CH	GIJÓN/ SANTANDER	14:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-19	MADRID CH	GIJÓN/ SANTANDER	15:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-21	MADRID CH	GIJÓN/ SANTANDER	16:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-23	MADRID CH	GIJÓN/ SANTANDER	17:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-25	MADRID CH	GIJÓN/ SANTANDER	18:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-27	MADRID CH	GIJÓN/ SANTANDER	19:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-29	MADRID CH	GIJÓN/ SANTANDER	20:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-0	GIJÓN/ SANTANDER	MADRID CH	6:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-2	GIJÓN/ SANTANDER	MADRID CH	7:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-4	GIJÓN/ SANTANDER	MADRID CH	8:00	3:40	Valladolid, Palencia, León, Oviedo

CORRIDOR · 24 PATHS / DAY					
PATH	ORIGIN	DESTINATION	INDICATIVE DEPARTURE TIME	INDICATIVE JOURNEY TIME	INDICATIVE STOPS
T-MDGS-6	GIJÓN/ SANTANDER	MADRID CH	9:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-8	GIJÓN/ SANTANDER	MADRID CH	10:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-16	GIJÓN/ SANTANDER	MADRID CH	14:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-18	GIJÓN/ SANTANDER	MADRID CH	15:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-20	GIJÓN/ SANTANDER	MADRID CH	16:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-22	GIJÓN/ SANTANDER	MADRID CH	17:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-24	GIJÓN/ SANTANDER	MADRID CH	18:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-26	GIJÓN/ SANTANDER	MADRID CH	19:00	3:40	Valladolid, Palencia, León, Oviedo
T-MDGS-28	GIJÓN/ SANTANDER	MADRID CH	20:00	3:40	Valladolid, Palencia, León, Oviedo

3. MADRID-CÁDIZ / HUELVA CORRIDOR

MAXIMUM FRAME CAPACITY IN FURROWS PER DIRECTION PER DAY. PATHS STUDIED AT MAXIMUM LINE SPEED.

AXIS 14+04	PATHS / DAY PER DIRECTION		
	LINE CAPACITY (Most restrictive section: Change Majarabique-Junction Los Naranjos)	OFFERED FRAMEWORK CAPACITY	% OF OFFERED CAPACITY / TOTAL AVAILABLE CAP.
MADRID - CÁDIZ / HUELVA	21,47	8	37,3%

INDICATIVE TIMETABLE (+- 60 MINUTES)

CORRIDOR · 16 PATHS / DAY					
PATH	ORIGIN	DESTINATION	INDICATIVE DEPARTURE TIME	INDICATIVE JOURNEY TIME	INDICATIVE STOPS
T-MACH-1	MADRID PA	CÁDIZ/HUELVA	6:00	4:30	Córdoba
T-MACH-3	MADRID PA	CÁDIZ/HUELVA	8:00	4:30	Córdoba
T-MACH-5	MADRID PA	CÁDIZ/HUELVA	10:00	4:30	Córdoba
T-MACH-7	MADRID PA	CÁDIZ/HUELVA	12:00	4:30	Córdoba
T-MACH-9	MADRID PA	CÁDIZ/HUELVA	14:00	4:30	Córdoba
T-MACH-11	MADRID PA	CÁDIZ/HUELVA	16:00	4:30	Córdoba
T-MACH-13	MADRID PA	CÁDIZ/HUELVA	18:00	4:30	Córdoba
T-MACH-15	MADRID PA	CÁDIZ/HUELVA	20:00	4:30	Córdoba
T-MACH-0	CÁDIZ/HUELVA	MADRID PA	6:00	4:30	Córdoba
T-MACH-2	CÁDIZ/HUELVA	MADRID PA	8:00	4:30	Córdoba
T-MACH-4	CÁDIZ/HUELVA	MADRID PA	10:00	4:30	Córdoba

CORRIDOR · 16 PATHS / DAY					
PATH	ORIGIN	DESTINATION	INDICATIVE DEPARTURE TIME	INDICATIVE JOURNEY TIME	INDICATIVE STOPS
T-MACH-6	CÁDIZ/HUELVA	MADRID PA	12:00	4:30	Córdoba
T-MACH-8	CÁDIZ/HUELVA	MADRID PA	14:00	4:30	Córdoba
T-MACH-10	CÁDIZ/HUELVA	MADRID PA	16:00	4:30	Córdoba
T-MACH-12	CÁDIZ/HUELVA	MADRID PA	18:00	4:30	Córdoba
T-MACH-14	CÁDIZ/HUELVA	MADRID PA	20:00	4:30	Córdoba

9 MAPS





MAPS RFIG

Map RFIG:

Rail Network of General Interest, RFIG.

Map 1:

Passenger transport stations, Maximum length of passenger trains, Commuter Hubs and Distances in Kilometers.

Map 2:

Main Freight Transport Terminals, Fuel Supply Fix Points, Maximum Length of Freight Trains, Dynamic Weighbridges, characteristic Ramps in thousandths and Ports of General Interest with Connection Agreement to the General Interest Rail Network.

Update Map 2

Map 3:

Maximum Speeds, Types of Electrification and Catenaries.

Map 4:

Safety and Blocking Systems.

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.

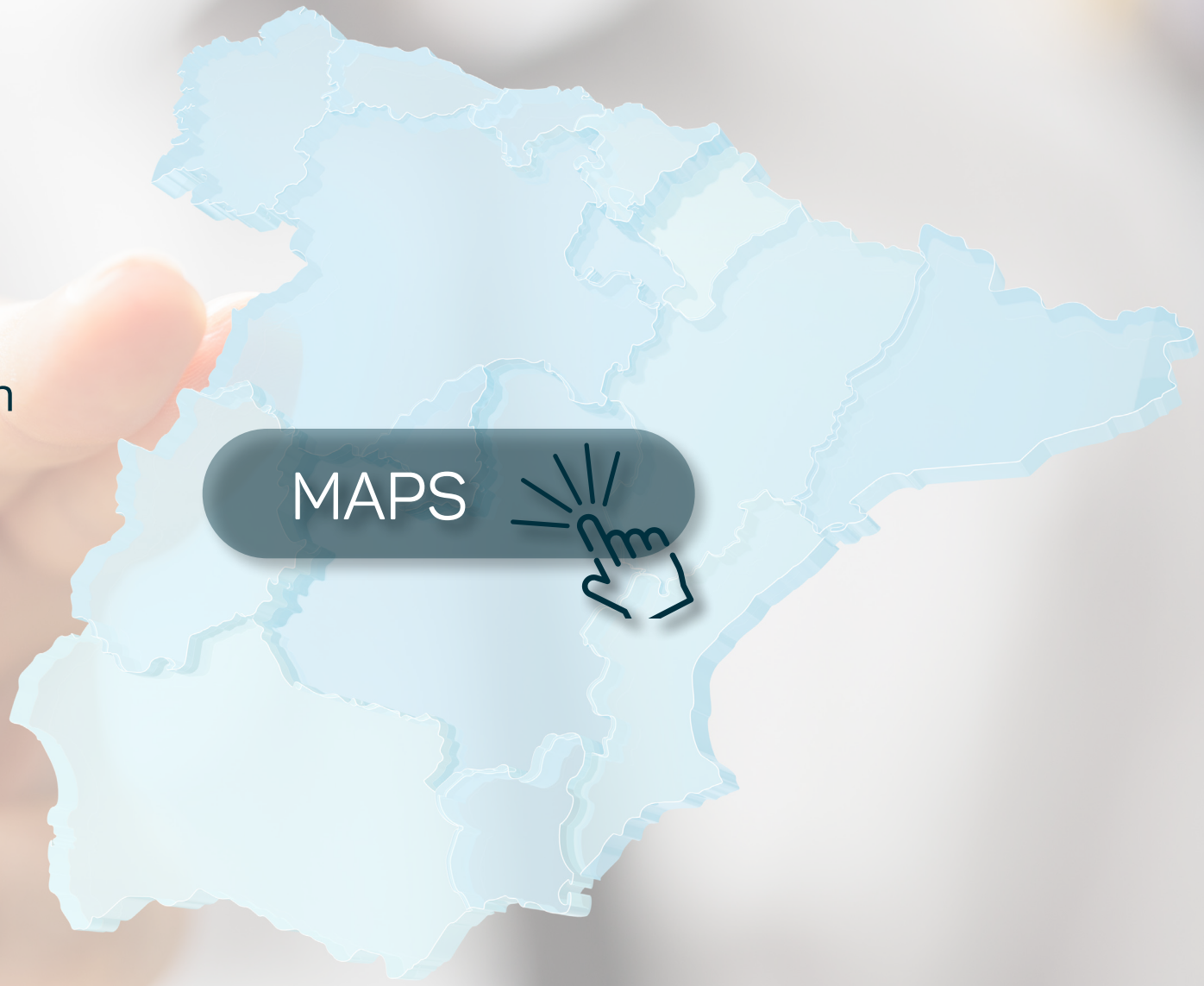
Map 7 RAM:

Safety and Blocking Systems.

NOTE:

These maps are available in attached document on the Adif website in interactive Pdf format that allow to add and disaggregate layers to individually visualize and print the contents of each individually.

The complete list of maps of the General Interest Railway Network is available on the following link:





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




adif