

# NETWORK STATEMENT 2024





**Edition:**

**DIRECCIÓN GENERAL DE NEGOCIO Y OPERACIONES COMERCIALES**

**Dirección de Explotación Comercial**

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# 1.1. Introduction

## BACKGROUND

On 31 December 2013 the state-owned company ADIF-Alta Velocidad is established as a public body compliant to Article 43.1.b) in Law 6/1997 of 14 April, on the Organization and Functioning of the State General Administration, by cleavage between construction activity branch and management of railway high-speed infrastructure, and others that are attributed and are entrusted to date to the state-owned company Administrador de Infraestructuras Ferroviarias (Adif), so that the management of the networks currently performed by the entity, which differ significantly, from a technical, economic and financial point of view is done independently (Art. 1 Royal Decree-Law 15/2013 of 13 December).

From the date of establishment, ADIF-Alta Velocidad takes on the duties assigned to the rail infrastructure manager in Law 38/2015, of 29 September, of the Rail Sector, and its implementing rules, concerning railway infrastructure which ownership has been assigned as well as those assignable in the future.

By Royal Decree 1044/2013 of 27 December is approved the statute of the state-owned company ADIF-Alta Velocidad.

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.

## NETWORK STATEMENT UPDATE

### INDEX AND STRUCTURE

The Index of the Network Statement has been updated according to the common structure and Implementation Guide approved by the General Assembly of Rail Net Europe on 31th May 2022.

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

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-Alta Velocidad.



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

### Fees and Tariffs

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

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

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

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

### Prices for Basic, Supplementary and Ancillary Service Provision

During 2024, 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 Alta Velocidad, approved by resolution of ADIF Alta Velocidad Board of Directors, on 26 July, 2022, shall apply in accordance with Article 102, Railway Sector Law.

## ■ SERVICE TIMETABLE 2023/2024 AND 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.

2024 Service Schedule will remain in force until 14 December 2024 and 2025 Service Schedule will be valid until 13 December 2025 (second Saturday of December, as determined in Art. 7.2, Order FOM/897/2005). Both include the dates indicated to perform the corresponding Agreed Adjustments and Monthly Adjustments. Also, the updated Catalogue of International Paths is included. Also included is the updated Catalogue of International Freight Rail Corridors, Atlantic and Mediterranean.

## ■ UPDATED RAILWAY REGULATIONS

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

## MAPS

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

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

### 1.1.1. THE RAIL SECTOR IN SPAIN

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

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

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

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

#### 1.1.1.1. MAIN RAIL INDUSTRY ACTORS IN SPAIN

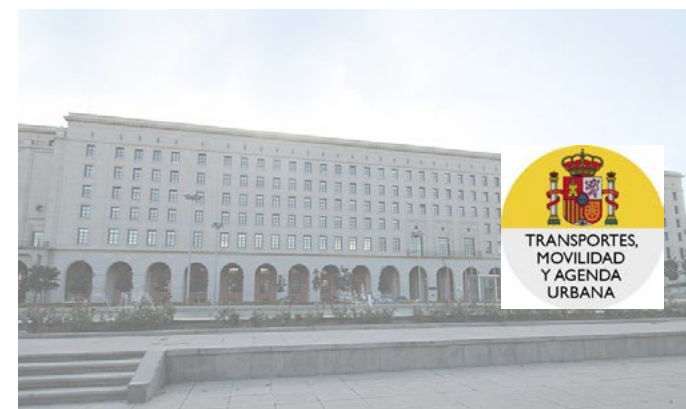
##### MINISTERIO DE TRANSPORTES, MOVILIDAD Y AGENDA URBANA: ORGANIZATION AND FUNCTIONS

###### General Organization

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

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

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



b) The Under-Secretariat for Transport, Mobility and Urban Agenda.

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

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

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



## Rail Related Functions

The main competences of the Ministry related to railways are:

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

**Organization chart of the Ministry.** See .Annex D

## REGULATORY BODY

### National Commission for Markets and Competition, CNMC

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

The National Commission on Markets and Competition is to ensure, preserve and promote the proper functioning, transparency and existence of effective competition



in all markets and productive sectors, to the benefit of consumers and users.

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

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

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

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

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

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

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

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

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

- a) participate and cooperate in a network of rail regulators coordinated by the European Commission;
- b) cooperate closely with other regulatory entities, through work agreements, for mutually assisting in their market supervision tasks and treating claims or investigations;
- c) cooperate with other regulatory entities to issue common principles and practices, including provisions, to make decisions regarding the functions included in this article, as well as to resolve conflicts arising from international services;
- d) exchange information with other regulatory bodies about their work and their reasons and practices to make decisions, and in particular on the main aspects of the procedures and problems of interpreting Union legislation in the railway field incorporated into national systems, and cooperate in other ways in order to coordinate their decision-making throughout the Union;

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

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

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

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

Claims must be submitted within one month of the occurrence of the event or the corresponding decision. The national commission of the markets and the competition will request the relevant information and will initiate the consultations with all the implied parts within a period of one month from receipt of the claim. In case of a claim



against the refusal to grant infrastructure capacity, or against the terms in which it is granted, it will resolve to confirm the decision of the infrastructure manager or the service facility, or to require the modification of that decision in accordance with the specific instructions deemed appropriate.

## COLLEGIATE BODIES

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

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

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

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

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

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

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

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

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

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

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

## National Council for Land Transport, (CNTT)

It is a higher body of the Administration for advice, consultation and sectorial debate on issues affecting the operation of the transport system.

Its role is determined by the preparation of relevant mandatory reports on all matters and issues as provided for under Law on Land Transport, LOTT, that created it, as under the Regulation of said Law, as well as on all those in which the Government or the Minister of Public Works deem appropriate.

It is made up of experts in land transportation, appointed on account of their competence, by the State Administration and representatives of various sectors that have an interest in land transport: Transport Associations, RUs, Rail Infrastructure Managers, Clients, etc.

Their main tasks are:

- Advice and attention to consultations on general aspects of basic organization in the sector and of specific aspects of the different services, including those related to common economic policy for various methods of transport, in terms of developing transport plans and establishing standard contracts or general contracting conditions for different classes of land transport, as well as regarding the charging system.
- Completion of mandatory reports, regarding regular passenger transport, among others, on the establishment, allocation and modification of permanent regular services of general use, railway state regulation projects, and transposing EU directives.

## RAIL SAFETY GOVERNMENT BODY

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

The AESF has the following **ACTION PRINCIPLES**:

- Independence in their performance, with respect to the functions assigned in terms of railway transport safety.
- Competence and responsibility to develop and apply national and international railway safety standards, as well as to control procedures.
- Promotion and dissemination of a railway safety culture in all activity areas.
- Quality, effectiveness, efficiency and transparency to perform their functions.

The AESF shall exercise the following **COMPETENCES** as authority responsible for railway safety.

- Ensure the general maintenance of traffic safety on the General Interest Railway Network by supervising compliance of all actors with their duties.
- Structural subsystems that make up the railway system authorized for entry into service, and verification that requirements are satisfied.
- 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

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

As to performance of duties, Adif management is autonomous, within the limits laid down by its Statute and taking into account, in any case, to safeguard the public interest, satisfaction of social needs, safety of users, and the overall efficiency of the rail system and the principles of transparency, non-discrimination, impartiality and independence from any rail operator.

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.

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## RAILWAY INFRASTRUCTURE MANAGER, ADIF ALTA VELOCIDAD

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

As to performance of duties, ADIF-Alta Velocidad management is autonomous, within the limits laid down by its Statute and taking into account, in any case, to safeguard the public interest, satisfaction of social needs, safety of users, and the overall efficiency of the rail system and the principles of transparency, non-discrimination, impartiality and independence from any rail operator.

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.

## ORGANIZATION CHART ADIF - ALTA VELOCIDAD



### Functions of ADIF - Alta Velocidad

In accordance with Art. 23, Rail Sector Act, and article 3, Royal Decree 1044/2013 of 27 December, approving the Statutes of state-owned company ADIF-Alta Velocidad, they have the following duties:

- Approval of basic projects and construction of rail infrastructures they own and are part of the General Interest Rail Network and its construction, provided it is carried out with its own resources and as determined by the Ministry of Public Works.
- Construction of rail infrastructure with borrowed funds, according to the relevant agreement.
- Management of rail infrastructure owned by them and of that which is ordered under the relevant agreement.
- Provision of a minimum access package to the railway infrastructure and implementing the coordination mechanisms, included in article 20.2.
- Control, monitoring, and inspection of rail infrastructure that they manage, of their safety areas and rail traffic on it.
- Operating property assets, and those that are assigned or which management is entrusted.
- Draft, approve and publish the network statement.
- Capacity allocation of infrastructures to RUs and other Applicants listed in Art. 34 requesting it and signing framework agreements with the former.

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

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-ALTA Velocidad has granted the performance of certain activities to the state-owned company Administrador de Infraestructuras Ferroviarias, Adif, according to the Management Agreement approved by the Board of Directors of ADIF-ALTA Velocidad on 20 December 2019, which is published upon resolution, of the Secretary of State for Transport, Mobility and Urban Agenda (State Official Gazette No. 35, of 10 February 2020), including amongst others, the following:



- Infrastructure maintenance
- Capacity management and traffic
- Traffic safety
- Safety and civil protection
- Coordination of operations and follow up
- Stations
- Fuel
- International area management
- Internal auditing

Notwithstanding the above, ADIF-Alta Velocidad keeps the powers and responsibilities assigned as manager of railway infrastructure.

## MISSION AND VISION

### Mission

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

### Vision

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



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

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

[http://www.seguridadferroviaria.es/AESF/LANG\\_CASTELLANO/AGENTES/EMPFERRO/](http://www.seguridadferroviaria.es/AESF/LANG_CASTELLANO/AGENTES/EMPFERRO/)



# 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 Catalog of Axes and Lines managed by the infrastructure manager, in accordance with Order FOM 710/2015, of 30 January, updated in accordance with Order FOM/925/2018, of 10 September and Order TMA/1240/2020 of 8 December and TMA/488/2021, of 19 May, and with Art. 4 of Law 38/2015, of 29 September of the Railway Sector.



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

### Large Figures of ADIF - Alta Velocidad

Non Current Assets	48,866,130 * miles €
Own Funds	13,993,671 * miles €
Net Patrimony	25,379,292 * miles €
Employees ADIF -Alta Velocidad	257 (1)

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

### Passenger Stations

Stations	46
----------	----

Data to 12/31/2022

### Infrastructure and Traffic

(*) Railway Network Managed by ADIF-Alta Velocidad	3,925.6	Km.
• High Speed Network with pure Standard Gauge (1,435 mm distance between both rails)	3,027.2	Km.
• High Speed Network with Iberian Gauge (1,688 mm distance between both rails)	137.4	Km.
• Conventional Network with pure Iberian Gauge (1,668 mm distance between both rails)	613.7	Km.
• Mixed network (Iberian wide and wide standard combination)	147.3	Km.
Lines equipped with ERTMS	2,596.2	Km.
Lines equipped with ASFA	3,925.6	Km.
Lines equipped with Automatic Blocking Systems	3,922.0	Km.
Lines equipped with ATP - EBICAB	137.9	Km.
Lines equipped with CTC	3,851.1	Km.
Electrified Line	3,497.4	Km.
(**)Number of Train Traffic	376,705	

\* 2023 1st Quarterly Version of Adif Common Sections (minus 41.138 kms. for development and construction works on the high-speed network in the Valencia - La \_Encina).

See 2.6.2

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

# 1.3. Legal Affairs

## 1.3.1. LEGAL FRAMEWORK

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

## 1.3.2. LEGAL STATUS OF THE NETWORK STATEMENT

### General Considerations

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

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

### Information on Traffic Safety

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

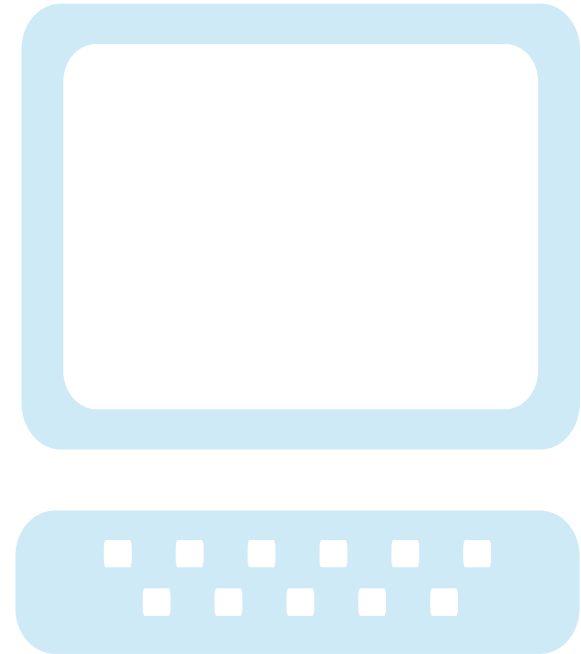
Royal Decree 664/2015, of 17 July approving Rail Traffic Regulation (RCF) sets general operating rules for train traffic and shunting performed in a safe, efficient and timely manner, both for ordinary operation and with degraded conditions, including its effective recovery after a service interruption,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

In accordance with current standards, and specifically in accordance with Title V, Law 38/2015, of 29 September on the Railway Sector and Royal Decree 664/2015, of 17 July approving Railway Traffic Regulation, ADIF Alta Velocidad has the corresponding Safety Authorization issued by the State Safety Agency, according to award resolution of 15/06/2022. Traffic Safety Management systems of infrastructure managers shall meet the requirements under Delegated Regulation (EU) 2018/762, setting common safety methods under a safety management system to be implemented in Spain as from 31 October 2020.

### 1.3.3. REQUESTS, ALLEGATIONS AND CLAIMS

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

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



## 1.4. NS Structure

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

The structure of this document is, in turn, consistent with the agreed common index established by Rail Net Europe, according to the latest update of the common structure and Implementation Guide approved by Rail Net Europe dated 19 May 2021, in the General Assembly, organization to which railway infrastructure manager contributes actively.

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 Alta Velocidad for railway undertakings.

## CHAPTER 4

Capacity Allocation; it describes the process by which ADIF Alta Velocidad allocates paths to Railway Undertakings and Applicants, as well as capacity at service facilities

## CHAPTER 5

ADIF Alta Velocidad Services; Description of the services provided by ADIF Alta Velocidad 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.

## ANNEX

The different annexes group all the information that can be subject to frequent updates, including also informative contents (service timetable, catalogue of international freight paths, capacity request model, organization chart of the Ministry of Public Works, law, glossary, catalogue of axes and lines in the General Interest Rail Network, loading areas, main passenger stations, workshops, average capacity of ADIF Alta Velocidad 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 y ADIF Alta Velocidad.

## CATALOGUE OF SERVICE FACILITIES DESCRIPTIVE SHEET

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

## CATALOGUE OF CAPACITY OFFER AT SERVICE FACILITIES

List of tracks offered at service facilities owned by ADIF Alta Velocidad, with Iberian gauge as well as with metric gauge.

## CATALOGUE OF CAPACITY RESTRICTIONS IN THE RFIG

List of Capacity Restrictions in the RFIG.

## CATALOGUE OF SIDINGS ATTACHED TO COORDINATED STATIONS

List of routes offered at coordinated stations

## CATALOGUE OF COST CHARTS TO SUPPLY ELECTRIFIED LINES IN ALTERNATING CURRENT

It is a monthly updated document with the prices and ratios to issue the corresponding invoice for the monthly performed services.

# 1.5. NS Validity Period, Updating and Publication

## 1.5.1. TERM PERIOD

NS enters into force on 01/01/2024 and ends on 31/12/2024; and may be updated by the railway infrastructure manager as required in its contents.

As for the Capacity Allocation Schedule, 2024 Schedule of Services will remain effective until 14 December 2024 and 2025 Schedule of Services will remain valid until 13 December, 2025.

## 1.5.2. UPDATING PROCESS

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

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

## 1.5.3. PUBLICATION AND DISTRIBUTION

The Network Statement has been approved by ADIF Alta Velocidad Board of Directors and is published on the web, <https://www.adifaltavelocidad.es/> in PDF format or similar.

The Network Statement approved by Adif Board of Directors is published on the website, [www.adif.es](http://www.adif.es) in PDF or similar format. The Network Statement is published in Spanish, in the co-official languages of the different autonomous communities, and in English. In case of discrepancy as to its content, the original version in Spanish language shall prevail.

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





# 1.6. ADIF - Alta Velocidad Directory

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

## ADIF Alta Velocidad



### Sede Central

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



Calle Sor Ángela de la Cruz, 3  
28020-Madrid

## Comunicación y Relaciones Externas



### Subdirección de Relaciones con los Medios

Dirección de Comunicación y Reputación Corporativa (Adif)



Calle Sor Ángela de la Cruz, 3  
28020-Madrid

## Ventanilla única para empresas ferroviarias y candidatos



### Subdirección de Relaciones con Operadores Ferroviarios

Dirección de Explotación Comercial (Adif)



Calle Sor Ángela de la Cruz, 3  
28020-Madrid

## Autorización de Conexiones a la RFIG, Cargaderos



### Subdirección de Relaciones con Operadores Ferroviarios

Dirección de Explotación Comercial (Adif)



Calle Sor Ángela de la Cruz, 3  
28020-Madrid

## Autorización para la Realización de Pruebas en la RFIG



### Subdirección de Relaciones con Operadores Ferroviarios

Dirección de Explotación Comercial (Adif)

Buzón Solicitud de pruebas:

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



Calle Sor Ángela de la Cruz, 3  
28020-Madrid

## Información sobre Estaciones de Transporte de Viajeros



### Subdirección de Servicios y Mantenimiento

Dirección de Estaciones de Viajeros (Adif)

Gestión de Instalaciones de Servicios

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



Avenida Pío XII, 110; Edificio 18  
28036-Madrid

## Información sobre Suministro de Energía Eléctrica de Tracción



Subdirección de Gestión de Energía Eléctrica de ADIF-Ata Velocidad



Avenida Pío XII,97 -1ª planta  
28036-Madrid

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



Ventanilla Única Adif (Adif OSS)

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



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

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



Ventanilla Única (OSS) del Corredor Atlántico de Mercancías Europeo

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



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

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



Dirección de Planificación y Gestión de Capacidad

Dirección General de Circulación y Gestión de Capacidad (Adif)



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

## Control de Tráfico de Trenes y Planes de Contingencias



Centro de Gestión de Red H24

Dirección de Tráfico (Adif)

Dirección General de Circulación y Gestión de Capacidad



Calle Méndez Álvaro, 1  
28045-Madrid

## Seguridad en la Circulación



Dirección Corporativa de Seguridad en la Circulación



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

## Autorización del Material Rodante



Dirección Corporativa de Seguridad en la Circulación



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

## Información sobre Protección Civil



Dirección de Protección y Seguridad



Estación Madrid-Chamartín-Clara Campoamor  
Calle Agustín de Foxá, 49  
Edificio andén vía 1  
28036-Madrid

## Estudios para Transportes Excepcionales



Dirección Corporativa de Seguridad en la Circulación



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

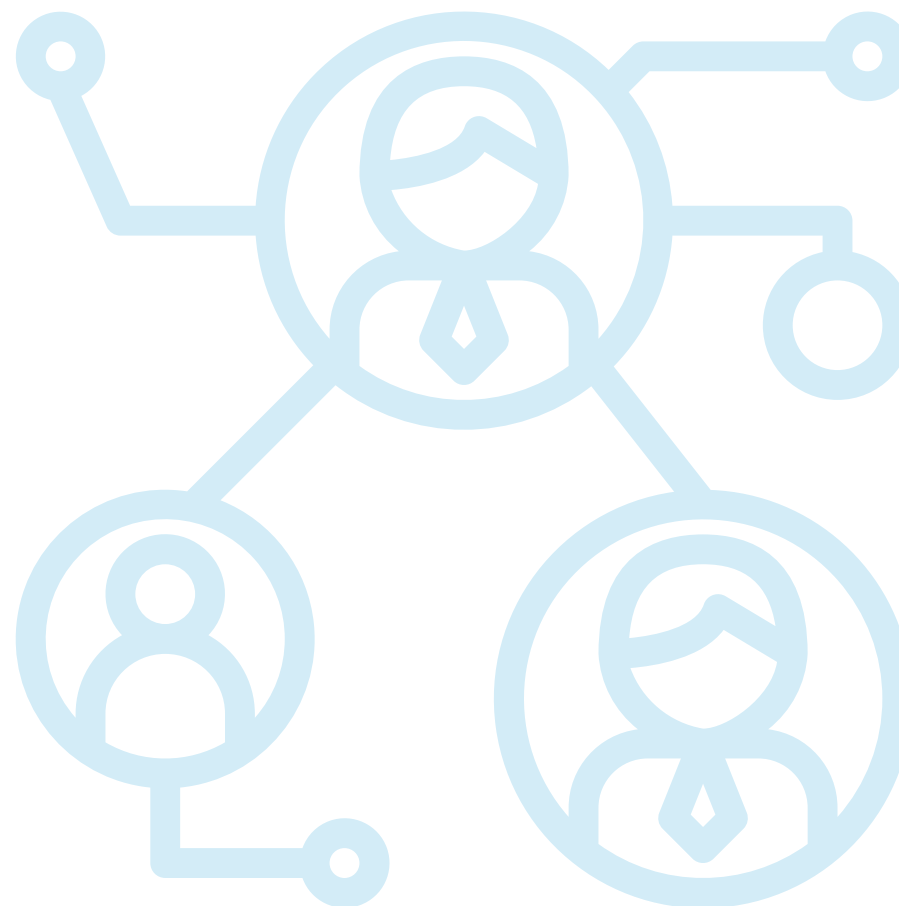
## Innovación Tecnológica



Centro de Tecnologías Ferroviarias  
Subdirección de Innovación Estratégica



Calle Severo Ochoa, 9  
29590-Campanillas (Málaga)



# 1.7. Cooperation Between European IMS/ABS

## 1.7.1. RAIL FREIGHT CORRIDORS, RFC

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

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

ADIF -Alta Velocidad participates in two European Railway Freight Corridors: the Atlantic and the Mediterranean.

---

### Atlantic Corridor

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

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

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

---

### Mediterranean Corridor

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

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

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

<https://www.railfreightcorridor6.eu/>

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

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

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

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

Single Contact Window for the Railway Infrastructure Administrator, OSS\_ Adif: C / Agustín de Foxá, 50 (building 21)

Madrid Chamartín Station ES\_28036 Madrid- [fbartplome@adif.es](mailto:fbartplome@adif.es)

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

ADIF Alta Velocidad 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 - Alta Velocidad has formalized cooperation agreements with other infrastructure managers to promote an exchange of experiences and to develop common projects.





# 2

# INFRASTRUCTURE

2.1 Introduction

2.2. Scope of ADIF - Alta Velocidad Owned Network

2.3. Description of the Network

2.4. Traffic Restrictions

2.5. Infrastructure Availability

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## 2.1. Introduction

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

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

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



## 2.2. Scope of ADIF - Alta Velocidad Owned 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-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-Alta Velocidad owned Network primarily has Passengers traffic lines. It has lines with two different gauges:

- Iberian gauge (distance between rails) 1,668 mm).
- UIC gauge (distance between rails) 1,435 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-Alta Velocidad have double track.

Maps included information on identification and location of the main stations and railway junctions of ADIF-Alta Velocidad owned Network as well as on distances in kilometres between these, with details of different types of track (single track and double track, and electrified or non-electrified).

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

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



Integration of rail transport in Europe requires technical compatibility of infrastructure, rolling stock and signalling, as well as compatibility of operational and legal procedures throughout the European rail network to achieve the goal of rail system interoperability. In Spain there are currently 2,753.6 Km. lines operating with ERTMS, of which 2,596.2 Km. correspond to infrastructures owned by ADIF-Alta Velocidad

## 2.2.1. GEOGRAPHIC LIMITS

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

## 2.2.2. CONNECTIONS TO OTHER NETWORKS

ADIF-Alta Velocidad owned Network is connected to France SNCF Réseau with UIC gauge on Figueres - Vilafant through the Infrastructure Manager Figueras Perpignan, S.A line and with Portugal Network (IP), with Iberian gauge, through Badajoz/ Elvas borders. And within domestic territory it connects with several points with Adif owned network.

In compliance with additional provision seventeen of Rail Sector Act, rail infrastructures included in the General Interest Rail Network located in borders with France and Portugal are considered border sections. These sections shall be so identified in the General Interest Rail Network rail infrastructures, indicating the limiting stations. According to standards and in order to facilitate border rail traffic, there may be exemptions to applicable standards for rail personnel, railway stock, railway traffic or railway undertaking safety certificates. In spite whereof these shall apply to traffic that departs or which destination is the General Interest Rail network station defining the border section.

CROSS-BORDER SECTIONS					
CROSS-BORDER SECTIONS	BORDER STATIONS	RAIL INFRASTRUCTURE MANAGER	OPERATIONAL CONDITIONS		
			WIDTH	ELECTRIFICATION	REGULATORY DOCUMENTATION
ESPAÑA / FRANCIA	Figueres Vilafant - Perpignan	Adif - LFP, S.A.	1435 / 1435 (mm)	25 KV CA / 1,5 KV CC	Order AO/CO N° 04/22
ESPAÑA / PORTUGAL	Badajoz - Elvas	Adif - IP	1668 / 1668 (mm)	NO / NO	Consigna CO- n° 1/22 (León)/ n° 1/22 Sevilla / IET n° 04 IP.-Direção de Circulação Ferroviaria - DCF)

PORTS WITH CONNECTION TO THE GENERAL INTEREST RAIL NETWORK:		
PUERTO	PUNTO DE CONEXIÓN FÍSICA	DOCUMENTACIÓN REGLAMENTARIA
Santander	A 1200 m de la señal M4 (bajo el puente de la autovía S-10). Delimitado por cartelones	Consigna AO/CO N° 5/18
Bilbao	-Por el lado Zierbena, frente a la señal M16, en el Pk 17+345. -Por el lado Santurtzi, frente a las señales M19 y M21, en el Pk 15+335 Delimitado por cartelones	Consigna AO/CO N° 2/22
Pasaia	Puertas de acceso al Puerto, Pk 629+ 618, a 25 m de la señal M1 Delimitado por cartelones	Consigna AO/CO N° 2/19
Tarragona	Conexión 1: en el centro del escape 6/8, coincidente con el pk 274/468 de la línea 210 de Miraflores a Tarragona Conexión 2: a 18,544 metros antes de la señal S2/P3, en el lado Puerto.	Consigna CO N° 5/21
Huelva	Dos puntos de conexión física: 1 Línea de conexión entre aguja 79 ( PK 107+585) de la línea Majarabique Huelva Término y Paso a Nivel tipo a en PK 000+018. 2.- Ramal Torre Arenillas - Coto de Palos, señal cuadrada de parada absoluta y calce descarrilador X4	Consigna AO/CO N° 0027/17
Málaga	km 0,646 del Ramal, a continuación del Paseo Marítimo Antonio Machado. Coincide con el punto funcional. Señalizado mediante cartelones	Consigna AO/CO N° 00001/21
Sevilla	Situado en la línea de conexión La Salud - Puerto de Sevilla PK 001+717. En la lado puerto del puente que cruza sobre el río Guadaira. Señalizado mediante cartelón	Consigna AO/CO N° 0001/17
Bahía de Algeciras	Ramal de acceso Algeciras Estación - Puerto de Algeciras. Exactamente debajo del Paseo de la Conferencia de esta ciudad. Señalizado mediante cartelón	Consigna CO N° 0004/17
Castelló	Baliza de señal, a 5 metros de la señal S2/PT con PK:0+137 de Les Palmes por el lado puerto	Consigna AO/CO 00004-18
Valencia	Puerta de acceso al Puerto (PK 0+ 806) protegida por las señales ferroviarias EP6 - EP8 y EP10 a la entrada y por las señales SP5 - SP7 y SP9A - SP9B - SP9C a la salida	Consigna AO/CO N° 3-18 conexión APv- FSL
Cartagena	P.K. 11+310 de la línea de conexión, distante 800 metros de la señal M1 de Escombreras	SIN CONSIGNA PUBLICADA Consigna ATOI_CTOI 00001-22 baja 1M y acceso puerto
Alicante	Se encuentra situado a la altura de la baliza ASFA de la señal E3 de entrada a la estación de Sant Gabriel.	Consigna AO/CO 00002-19 Puerto Alicante

PORTS WITH CONNECTION TO THE GENERAL INTEREST RAIL NETWORK:		
PUERTO	PUNTO DE CONEXIÓN FÍSICA	DOCUMENTACIÓN REGLAMENTARIA
Gijón (ancho ibérico)	a) Línea 152 Gijón Puerto - Veriña: a 100 metros de la señal 145 dirección Estación de Veriña. b) Línea 150 Aboño - Veriña: a 25 metros de la señal E1 correspondiente al enclavamiento del Puerto dirección Aboño. Señalizado mediante cartelones	Consigna AO/CO N° 280/327
Gijón (ancho métrico)	P.K. 8+124 donde se ubica el poste de punto protegido de entrada a la estación de Aboño Mercancías. Señalizado mediante cartelones	(Borrador de consigna)
Aviles (ancho ibérico)	Portón existente en el vallado perimetral, en dirección del Puerto, tras rebasar el desvío nº19 de la estación de San Juan de Nieva. Señalizado mediante cartelones	Consigna AO/CO N° 07/19
Aviles (ancho metrico)	P.K. 1+020 de la Línea 758 La Maruca Mercancías - Puerto de Avilés. Señalizado mediante cartelones	Consigna AO/CO N° 08/19
Vilagarcía de Arousa	P.K. 53,931 a 22 metros de la señal S2/P en sentido hacia el Puerto. Señalizado mediante cartelones	Consigna AO/CO N° 292/390
A Coruña	P.K. 545,841, referido a la línea 834, en la punta del espadín del desvío C1 de la Red del Puerto de A Coruña. Señalizado mediante cartelones	Consigna AO/CO N° 13/19
Ferrol	P.K. 1,820 de la línea de conexión, que nace en la estación de Ferrol, tras la salida del túnel, en dirección al Puerto de Ferrol. Señalizado mediante cartelones	Consigna AO/CO N° 03/21
Marín	El PK 5,404 del ramal de conexión a 20,20m de la señal SPM, en dirección al puerto. Señalizado mediante cartelones	Consigna AO/CO N° 15/19
Vigo	El portón de cierre del vallado que separa la terminal de Adif del puerto, situado a continuación del calce X13. Señalizado mediante cartelones	Consigna AO/CO N° 14/19

## 2.3. Description of the Network

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

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

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



### Annual ICL

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

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

### Monthly ICL

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

## 2.3.1. TRACK TYPOLOGIES

ADIF-Alta Velocidad owned Network is essentially made up of electrified double track lines.

See **Maps** which is available on the ADIF Alta Velocidad website, as an annex to this NS.



## 2.3.2. TRACK GAUGES

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

## 2.3.3. PASSENGER STATIONS AND FREIGHT TERMINALS

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

## 2.3.4. GAUGE

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

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

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

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

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

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

### LOAD PER AXLE AND LINEAR LOAD

The lines and sections on the General Interest Rail Network Iberian gauge owned by ADIF – Alta Velocidad are classified into two categories, which defining features are included in the following chart, depending on the load admitted per axle and per linear meter.

Type of line	Maximum load	
	Per Axle	Per Meter
C4	20,0 t	8,0 t
D4	22,5 t	8,0 t

At present most of the lines in the network owned by ADIF-Alta Velocidad are D4 category. However, there may be some specific restrictions affecting certain points and lines.

### TOWABLE LOAD LIMIT

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 SPEEDS

### Types of Rolling Stock

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

- The maximum authorized speed for each vehicle.
- Acceleration without compensation admitted by vehicles, according to the following five classes considered:

TYPES	N	A	B	C	D
Acceleration (m/s <sup>2</sup> )	0.65	1	1.2	1.5	1.8

The resulting train type shall correspond to the worst “Type” for any vehicle in the train set.

### TABLE OF MAXIMUM SPEED

The “Table of Maximum Speeds and Permanent Information” is the official document outlining the maximum speeds authorized on each line. High Speed Network lines allow speeds of 300 km/h and above. The main lines of the conventional network with Iberian gauge generally take speeds between 160 and 220 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.

Currently ADIF - Alta Velocidad authorizes in their infrastructure trains of maximum 750 m running on Madrid – Valencia line.

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

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-Alta Velocidad owned network has more than 3,497.4 km electrified lines, with two different gauges, using two different types of voltage:

### Alternate Current

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

### Direct Current

In general, a nominal voltage of 3,000 V is used for Conventional Network.

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

### Composition of pantographs

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

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

## 2.3.10. SAFETY AND SIGNALLING SYSTEMS

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

Safety facilities, include the following:

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

ADIF-Alta Velocidad 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-Alta Velocidad 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).

Maps annexed to this NS show existing blocking on lines.

## 2.3.11. TRAFFIC CONTROL AND MANAGEMENT SYSTEMS

### Da Vinci

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

### CRC, Traffic Management Center

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

### CTC, Centralized Traffic Control

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

### PRO, Regional Operations Office

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

### PLO, Operations Local Office

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

### PM, Control Office

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

## 2.3.12. COMMUNICATION SYSTEMS

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

### Radio telephony

Communication mean between vehicle, station, Control Office and full track staff. It includes, apart from Train-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. AUTOMATIC TRAIN CONTROL AND PROTECTION SYSTEMS

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

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

### ERTMS

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

### LZB

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

### EBICAB

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

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

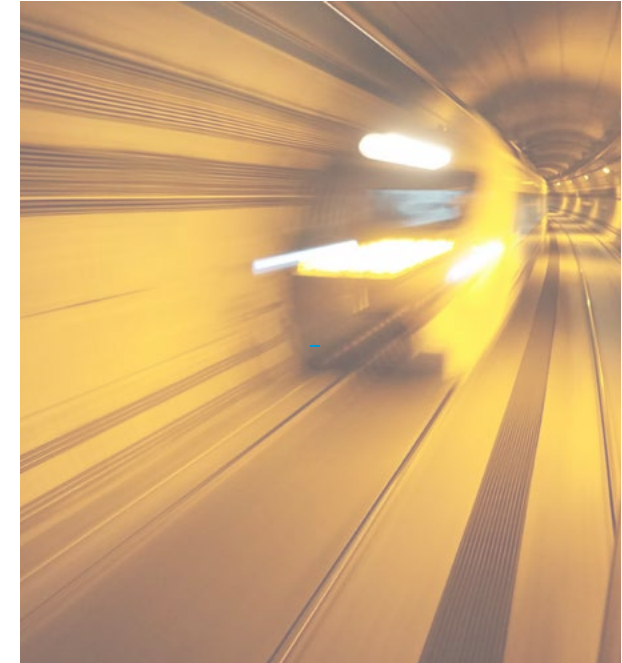
### ASFA, Announcement of Signals and Automatic Braking.

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

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

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

- a) speed start control;
- b) maximum train speed;
- c) of speed during approach to a signal;
- d) of speed during approach and to a deviation and
- e) of speed during approach to an unprotected railway crossing.



## 2.3.14. RAILROAD HIGHWAYS

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

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

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

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

## 2.3.15. PROTECTION AND SAFETY

ADIF-Alta Velocidad has entrusted Adif to relevant actions in the field of Safety and Security. The Department of Safety and Security has the mission to lead, coordinate and organize the actions of human and technical resources in order to preserve the heritage of the company, the safety of people 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-Alta Velocidad 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-Alta Velocidad 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

For easier liberalization process of High Speed lines and to optimize their use according to their expected performance, it is planned to state as specialized - in accordance with the provisions of Article 3, Order FOM/897/2005, of 7 April - certain lines with the following characteristics:

- Lines suitable to transport passenger trains with speed type  $\geq 300$  km/h and routes longer 380 km.

Railway infrastructure specialization shall not prevent from using it to provide other services if the capacity and rolling stock meet the technical characteristics necessary to use the infrastructure.





## SPECIALIZED LINES

Table 1: Specialization feature of standard gauge high speed lines

Priority Order	Characteristic
1º	Trips >380km
2º	Trains a type 300 km/h or more

Table 2: Lines declared to be specialised

Nº	Line
010	MADRID-PTA AT ALMUDENA GRANDES - SEVILLA SANTA JUSTA
030	BIF. MÁLAGA-A.V. - MÁLAGA MARÍA ZAMBRANO
040	MADRID CHAMARTÍN CLARA CAMPOAMOR - VALENCIA JOAQUÍN SOROLLA
042	BIF. ALBACETE - ALACANT TERMINAL
050	MADRID-PTA AT ALMUDENA GRANDES - LÍMITE AIDF-LFP SA <sup>(1)</sup>
080	MADRID-CHAMARTÍN-CLARA CAMPOAMOR - BURGOS ROSA MANZANO

1 Between Mollet Branching and Adif-LFP limit S.A., the specialization would be limited since freight trains run on standard gauge given no alternative lines for that service

## 2.4.2. ENVIRONMENTAL STANDARDS

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

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

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

Moreover, in case of accident or incident involving risk of affecting the soil and/or water by discharge of pollutants, the rail infrastructure manager, as owner of the land affected, shall communicate to the competent public authorities the fact and act according to their requirements and current legislation on contaminated soil, and

can take the necessary measures regarding restrictions of train traffic. RUs shall be obliged to cooperate with the rail infrastructure manager to the extent they are concerned (either as cause of the accident and/or as carriers of the pollutant) to restore the initial situation.

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

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

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

## 2.4.3. TRANSPORT OF DANGEROUS GOODS



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

Major traffic restrictions covered are as follows:

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

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

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

- North-Northwest High Speed Corridor. Madrid -Galicia HS line. Zamora-Lubián section. Zamora-La Hiniesta 2nd phase sub-section, I-822 Zamora-A Coruña. PPKK 0 + 484-9 +296 and I-884 BIF. Bolon-Changer of Zamora PPKK 233 + 117-233 + 288 ", of 3 August 2018.

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

General standards on this transportation type may be consulted on the Spanish Rail Safety Agency (AESF) website.

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

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

## 2.4.4. RESTRICTIONS IN TUNNELS

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

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

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

For these cases and others that could mean some traffic restriction in tunnels, ADIF - Alta Velocidad 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.

ADIF-Alta Velocidad owned Network main lines are remotely controlled through CTC.



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 - Alta Velocidad 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 - Alta Velocidad 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.adifaltavelocidad.es/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 PLANNED

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

- \* **Mediterranean Corridor: Castellón-Tarragona**

Year 2023: Works in progress

Year 2024: Works in progress / ERTMS testing phase

- \* **Mediterranean Corridor: Castellón-Valencia. Phase II**

Year 2023: Works in progress / ERTMS testing phase

Year 2024: Commissioning file



**\* Mediterranean Corridor: Xátiva -La Encina. Gauge change and track renewal**

Year 2023: Works in progress

Year 2024: Works in progress / ERTMS testing phase

**\* Access channel to implement high speed in Valencia**

Year 2023: Tender for works / Works in progress

Year 2024: Works in progress

**\* Valencia – Joaquín Sorolla station. Renewal**

Year 2023: Tender for works / Works in progress

Year 2024: Works in progress

**\* Ourense station**

Year 2023: Tender for works / works in progress

Year 2024: Works in progress

**\* A Coruña station**

Year 2023: Works in progress

Year 2024: Works in progress

**\* New building for passengers at Santiago de Compostela station**

Year 2023: Works in progress

Year 2024: Works in progress

**\* Rail access to the outer port of A Coruña in Punta Langosteira**

Year 2023: Works in progress

Year 2024: Works in progress

**\* Electrification Redondela branching / Arcade branching.**

Year 2023: Tender for works/works in progress

Year 2024: Works in progress

**\* Galicia HSL: Lifting the Gauge changer at Pedralba de la Pradería.**

Year 2023: Project Drafting/ Tender for works / works in progress.

Year 2024: Works completed.

**\* León-La Robla HSL**

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

Year 2024: Works in progress

NOTE: Supplementary works that continue after commissioning.

**\* La Robla-Pola de Lena (Pajares deviation) HSL**

Year 2023: Works in progress / Commissioning file / In service

Year 2024: Works in progress

NOTE: Supplementary works that continue after commissioning.

**\* Palencia- Santander HSL: Palencia – Alar del Rey (Nogales)**

Year 2023: Works in progress

Year 2024: Works in progress

**\* Valladolid – Palencia -León HSL. Southern rail access to Palencia:**

Year 2023: Works in progress

Year 2024: Works in progress

**\* Zaragoza-Pamplona HSL: Castejón-Tafalla**

Year 2023: Works in progress

Year 2024: Works in progress

**\* Zaragoza-Pamplona HSL: Tafalla -Pamplona (Tafalla – Campanas)**

Year 2023: Tender for works / works in progress

Year 2024: Works in progress





**\* Vitoria-Bilbao-San Sebastián HSL: Vitoria-Bilbao**

Year 2023: Works in progress

Year 2024: Works in progress

**\* Vitoria-Bilbao-San Sebastián HSL: Bergara-Astigarraga**

Year 2023: Works in progress

Year 2024: Works in progress

NOTE: Platform works performed by ETS (Basque Government)

**\* Third rail implementation in the route: Astigarraga-Irún**

Year 2023: Works in progress

Year 2024: Works in progress

**\* Irún station and bridge over shunting yard**

Year 2023: Tender for works / works in progress

Year 2024: Works in progress

**\* Monforte del Cid-Murcia HSL: Beniel- Murcia del Carmen Station (North Hub)**

Year 2023: In service

**\* Murcia-Almería HSL: Murcia Station – Lorca**

Year 2023: Works in progress

Year 2024: Works in progress

**\* Murcia-Almería HSL: Integration in Lorca**

Year 2023: Project Drafting / Tender for works

Year 2024: Tender for works

**\* Murcia-Almería HSL: Lorca-Almería**

Year 2023: Works in progress

Year 2024: Works in progress

- \* **Renewal of signaling facilities, ERTMS, falling object detectors and fix telecommunications on Madrid-Sevilla HSL**

Year 2023: Works in progress

Year 2024: Works in progress

- \* **Antequera – Granada HSL. Section: Viaduct over Bobadilla-Granada Railways . Loja deviation.**

Year 2023: Works completed.

- \* **Antequera – Granada HSL. Section: Loja deviation. Río Frío**

Year 2023: Project Drafting / Tender for works

Year 2024: Works in progress.

- \* **Antequera – Granada HSL. Section: Loja deviation. A92**

Year 2023: Project Drafting

NOTE: The date to present the tender for works is pending further research

- \* **Antequera – Granada HSL. Section: Loja deviation. Valle del Genil**

Year 2023: Project Drafting

Year 2024: Tender for works / works in progress.

- \* **Antequera – Granada HSL. Improved permeability. Freight terminal Loja due to impacts on Antequera – Granada HSL and Improvement of Passenger Services for passengers.**

Year 2023: Works in progress

Year 2024: In service

- \* **Works to connect Madrid-Sevilla and Córdoba-Málaga HSLs. Almodóvar Bypass. Almodóvar del Río (Córdoba)**

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

Year 2024: In service

- \* **Madrid-Extremadura HSL. Section: Oropesa/Talayuela -Plasencia**

Year 2023: Works in progress

Year 2024: Works in progress

- \* **Madrid-Extremadura HSL: Plasencia – Badajoz. Phase II (Electrified ERTMS)**

Year 2023: Works in Progress / Testing Phase / Commissioning File (Electrification)

Year 2024: Works in Progress / Testing Phase / Commissioning File (Electrification)

- \* **Chamartín Station. HS section - Standard gauge**

Year 2023: Works in progress

Year 2024: Works in progress

- \* **Connection between Madrid-Levante HSL and Madrid-Barcelona HSL**

Year 2023: Works in progress

Year 2024: Works in progress

- \* **Standard gauge connection to Barajas airport**

Year 2023: Works in progress

Year 2024: Works in progress

- \* **Atocha Station renewal. Phase II.**

Year 2023: Works in progress

Year 2024: Works in progress

- \* **La Sagrera station: Structure, accesses and Sant Andreu Comtal**

Year 2023: Works in progress

Year 2024: 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 - ALTA VELOCIDAD OWNED GENERAL INTEREST RAIL NETWORK ASSETS

This section will be updated after the end of 2023.

**CHANGES TO THE SAFETY SYSTEMS IN TRAFFIC AND TRAFFIC MANAGEMENT**

**NEW LINE SECTIONS IN SERVICE**

**SECTIONS THAT WILL NOT BE OPERATIONAL**

**CHANGED SECTIONS**





# 3

## ACCESS CONDITIONS

3.1. Introduction

3.2. General Access Requirements

3.3. Agreements

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# 3.1. Introduction

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

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

# 3.2. General Access Requirements

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

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

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

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

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

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



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

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

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

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

### 3.2.1.1. INFRASTRUCTURE CAPACITY ALLOCATION

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

A relevant requirement for these is to hold the following:

- RU License.
- 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 not considered railway undertakings but have a commercial interest in capacity acquisition, may also request infrastructure capacity in the form and with the requirements provided for in the regulations. In these cases, applicants shall assign a railway undertaking in order to use infrastructure capacity, and shall communicate it to the infrastructure manager.

The right to use infrastructure capacity shall be assigned by the Rail Infrastructure Manager and, once assigned to an applicant, it may not be further assigned to another company. The use of capacity by a railway undertaking operating on behalf of a capacity grantee applicant other than a RU shall not be considered to be an award. In any case, any legal business with allocated infrastructure capacity is forbidden (Article 38 of Rail Sector Act and Article 47 of Rail Sector Regulation). The sale or assignment

of shares or participations that result in a change of control over the awarded applicant shall be subject to the authorization of the railway infrastructure manager, in order to assess whether it implies a legal business upon railway infrastructure capacity.

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

The request form for National Capacity is available in electronic form on NS link published on ADIF - Alta Velocidad Website [www.adifaltavelocidad.es](http://www.adifaltavelocidad.es) see Annex C.

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

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

### 3.2.1.2. CAPACITY ALLOCATION AT SERVICE FACILITIES

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

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

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

## 3.2.2. CONDITIONS TO ACCESS ADIF - ALTA VELOCIDAD RAIL INFRASTRUCTURE

As to Rail Sector Act, Rail transport is considered to be that performed by railway undertakings using suitable vehicles to run on the General Interest Railway Network.

Rail transport is a general interest service, essential for the community, and can be for passengers or freight. These services will be provided under a free competition regime, in accordance with Rail Sector Act.

### NATIONAL AND INTERNATIONAL FREIGHT TRAFFIC

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

Upon capacity assignment, RUs performing the transport shall also hold a Safety Certificate required in order to run with their rolling stock and driving personnel (who will be duly authorized therefore) on the requested route in accordance with the provisions of Royal Decree 810/2007 of 22 June.

### NATIONAL AND INTERNATIONAL PASSENGER TRAFFIC

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

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

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

## 3.2.3. LICENSES AND APPROVALS

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

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

For more information please contact:

### Government Rail Safety Agency

Plaza de los Sagrados Corazones, 7 - 28036 Madrid

<http://www.seguridadferroviaria.es>

## 3.2.4. SINGLE SAFETY CERTIFICATE

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

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

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

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

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

For more information please contact:

### European Union Agency for Railways (EUAR)

[https://www.era.europa.eu/applicants/applications-single-safety-certificates\\_en](https://www.era.europa.eu/applicants/applications-single-safety-certificates_en)

### Rail Safety State Agency Agencia Estatal de Seguridad Ferroviaria

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 RESPONSIBILITY AND INSURANCE

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

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

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

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

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

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

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

## 3.3. Contractual Agreements

### 3.3.1. FRAMEWORK AGREEMENTS

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

As of 30 September 2021, there are Framework Agreements signed with the following undertakings:

For passenger transport, RENFE Viajeros S.M.E, S.A. ; Intermodalidad de Levante S.A. (ILSA) and OUIGO ESPAÑA, S.A.U.

### 3.3.2. AGREEMENTS WITH RUS.

Annex J includes different agreement models:

- \* For the supply of traction electrical energy
- \* For fuel supply
- \* For the celebration of Framework Agreements
- \* For services at SB\_7 premises for attended ticket sales and information service
- \* For services at SB-8 area for ticket sales and information through self-service machines
- \* For services at SB\_9 premises for service personnel onboard
- \* For services at SX-4, areas to provide attention services and timely information
- \* For services at SX-5, area for storing mobile equipment on platforms.
- \* For services at SX-7 area for last call attention
- \* For services at SX-8, unattended changing room for operating personnel.
- \* For services at SX\_10 premises for preferred client service

### 3.3.3. AGREEMENTS WITH NON-RUS APPLICANTS

Not applicable.

### 3.3.4. GENERAL TERMS

General access terms to Service Facilities are indicated in chapter 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.

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

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

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

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

For further information, please contact:

### European Union Agency for Railways (EUAR)

[https://www.era.europa.eu/applicants/applications-single-safety-certificates\\_en](https://www.era.europa.eu/applicants/applications-single-safety-certificates_en)

### Rail Safety State Agency Agencia Estatal de Seguridad Ferroviaria

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.

## INSPECTION OF ROLLING STOCK

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

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

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

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

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

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

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

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

## 3.4.2. RAIL STAFF REQUIREMENTS

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



## CERTIFICATION AND TRAINING

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

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

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

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

## LANGUAGE

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

### LANGUAGE EXCEPTION ON BORDER SECTIONS

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

- \* The Railway Undertaking may apply for an exception addressing railway infrastructure manager Traffic Directorate.
- \* The railway infrastructure manager 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 railway infrastructure manager, shall be performed with reference to the risk analysis methodology provided for in Regulation 402/2013.

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

## ADIF - ALTA VELOCIDAD INSPECTION OF STAFF

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

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

### 3.4.3. EXCEPTIONAL TRANSPORTS

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

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

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

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

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

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

## 3.4.4. TRANSPORT OF DANGEROUS GOODS

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

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

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

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

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

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

## 3.4.5. TESTING TRAINS AND OTHER SPECIAL TRAINS

ADIF Alta Velocidad makes available to Railway Undertakings and rolling stock manufacturers the track infrastructure that they own, to perform different types of tests to approve, validate and verify the rolling stock, as well as the safety systems, communications, etc.

Depending on the specific requirements for every test type, ADIF-Alta Velocidad shall allocate capacity or paths, given any requirement to deliver a blocked track, and shall settle A, B and C Mode tariffs, as under article 97, Rail Sector Act, depending on the allocated capacity, with the amounts corresponding to the type of VOT service in force, at all times, in the Network Statement.

ADIF- Alta Velocidad does not have a specific capacity to perform tests on lines with Blocked Track Delivery (EVB), therefore in order to facilitate this performance, they authorize to use certain paths reserved for different lines maintenance duties, generally within 00:00 hr. to 05:00 hr time frames, early in the morning from Saturday to Sunday and Sunday to Monday, the only days when, in general, scheduled maintenance decreases, although unscheduled maintenance duties may be performed due to incidents, track monitoring, extraordinary work, etc.

Therefore, ADIF-Alta Velocidad reserves this capacity for maintenance duties that will always be a priority over testing, even if these are scheduled.

Notwithstanding the foregoing, ADIF-Alta Velocidad shall allocate paths for rolling stock testing on the General Interest Rail Network they own - in commercial operation - in accordance with transparent and non-discriminatory criteria.

Section 4.10 defines the path allocation procedure to perform testing requiring EVB, a requirement to be determined in the Order governing the testing.

Railway undertakings - prior to performing these tests and using the necessary paths - shall have the technical documentation issued by the responsible bodies, AESF, the Corporate Directorate for Traffic Safety, etc. mandatory for vehicle traffic with blocked track delivery.





# 4

## CAPACITY ALLOCATION

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# 4.1. Introduction

ADIF-Alta Velocidad has entrusted to Adif the management of network infrastructure capacity by virtue of Article 1.7 of Royal Decree-Law 15/2013 of 13 December on restructuring the state-owned company “Administrador de Infraestructuras Ferroviarias” Adif (rail infrastructure manager) and other urgent measures in the economic sphere and Resolution of 28 January 2014, of the State Secretariat for Infrastructure, Transport and Housing, Official State Gazette no. 36 of 11 February 2014 laying down the Agreement of the Board of Directors of ADIF-Alta Velocidad to entrust the execution of certain tasks to the state-owned company Administrador de Infraestructuras Ferroviarias, Adif. Railway companies interested in providing this service should contact Adif responsible area indicated in section 1.6 Directory.

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

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

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

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

## DIFFERENTIAL USE OF INFRASTRUCTURE

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

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

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

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

### 4.2.1. APPLICANTS REQUESTING CAPACITY

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

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

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

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

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

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

### 4.2.2. DOCUMENTATION FOR CAPACITY REQUESTS

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

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

## IDENTIFICATION OF APPLICANT AND REPRESENTATIVE

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

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

## SAFETY CERTIFICATE

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

## GUARANTEES OF TRANSPORT OF DANGEROUS GOODS

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

## CONCRETE DETERMINATION OF A REQUEST FOR CAPACITY

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

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

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

## CAPACITY REQUESTS IN EUROPEAN RAILWAY FREIGHT CORRIDORS

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

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

procedures agreed upon within RNE framework.

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

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

More information can be found on <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/> and [www.railfreightcorridor6.eu](http://www.railfreightcorridor6.eu)

## 4.2.3. TYPES OF PATH REQUESTS

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

### A. ALLOCATED TRAIN PATHS WITH RESERVE

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

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

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

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

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

### B. TRAIN PATHS WITH NO RESERVE

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

#### B.1 Immediate Train Paths

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



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

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

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

## B.2 Special Train Paths

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

# 4.3. Temporary Restrictions and Maintenance Capacity Allocation

## 4.3.1. GENERAL PRINCIPLES

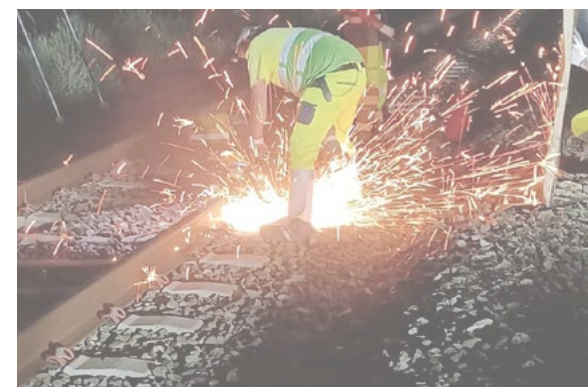
Rail infrastructure manager has been entrusted with continuous efforts to preserve and invest in the lines managed, either by maintenance works on the infrastructure in service or carrying out works to improve and expand its network.

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

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

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

This document will be periodically updated with the information of TOC sessions, which define and agree upon actions and works programmed on the infrastructure,



and also inform on future restrictions of capacity agreed upon with Applicants, enabling them to adapt their operations and transportation needs. The information that the Infrastructure Manager will at least publish in their catalogue about temporary capacity restrictions are:

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

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

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

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

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

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

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

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

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

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

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

## 4.3.2. DEADLINES AND INFORMATION PROVIDED TO APPLICANTS

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

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

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

### TOC COMMITTEES

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

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

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

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

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

The Capacity Manager shall consider in the process of allocating paths the capacity reserves resulting from the work scheduled in TOC Commissions. Applicants shall take into account in their traffic - following consultations between the infrastructure manager and the applicants concerned - the impact that may arise (increased travel

times, reduced capacity, etc.) when notified by the railway infrastructure manager. Therefore, the notice periods and cases excepted in Delegated Decision 2017/2075 or applicable standard shall apply.



## MAINTENANCE BANDS

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

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

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

## EXTRAORDINARY WORKS

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

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

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

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

## FRAMEWORK AGREEMENT AND FRAMEWORK CAPACITY GENERAL CONCEPT

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

The model National Framework Agreement is available in Annex J.

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

## PROCEDURES AND CRITERIA RELATING TO FRAMEWORK AGREEMENTS FOR CAPACITY ALLOCATION

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

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

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

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

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

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

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

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

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

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

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

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

## FRAMEWORK AGREEMENTS IN FORCE

ADIF Alta Velocidad Board of Directors - in their extraordinary session of 27 November 2019 on the process to allocate the framework capacity started after amending 2019 Network Statement - unanimously agreed upon provisionally allocating the requested framework capacity to three applicants. Said provisional allocation depended on the communication and approval by the National Commission of Markets and Competition, in accordance with article 38.6, Law 38/2015, of 29 September, Rail Sector Act, and article 13.3, Order FOM 897/2005, of 7 April, on the network statement and the railway infrastructure capacity allocation procedure.

On 6 April 2020 and 6 May 2020, the National Markets and Competition Commission issued Resolutions - in accordance with article 13.3, Order FOM 897/2005 - to approve the three Framework Agreements proposed by the state-owned Entity ADIF Alta Velocidad.

On 11 May 2020, ADIF Alta Velocidad and the three successful bidders of framework capacity signed the Framework Agreements, for a period of 10 years. These are agreements for high-speed commercial passenger services (300 km/h type trains) on the following axles:

- \* Axle 12 Madrid Barcelona
- \* Axle 13 Madrid East
- \* Axle 14 Madrid South

At the end of September 2022, one of the Framework Agreements was amended, and in compliance with EU Implementing Regulation 2016/545, article 3.4. the Statement of Allocated Framework Capacity shall be updated within 3 months after substantially amending the Framework Agreement. The Allocated Framework Capacity tables have been modified. Amendments done do not affect the former Remaining Indicative Framework Capacity (See Annex M).

## 4.5.CAPACITY ALLOCATION PROCEDURE

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

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

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

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

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

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

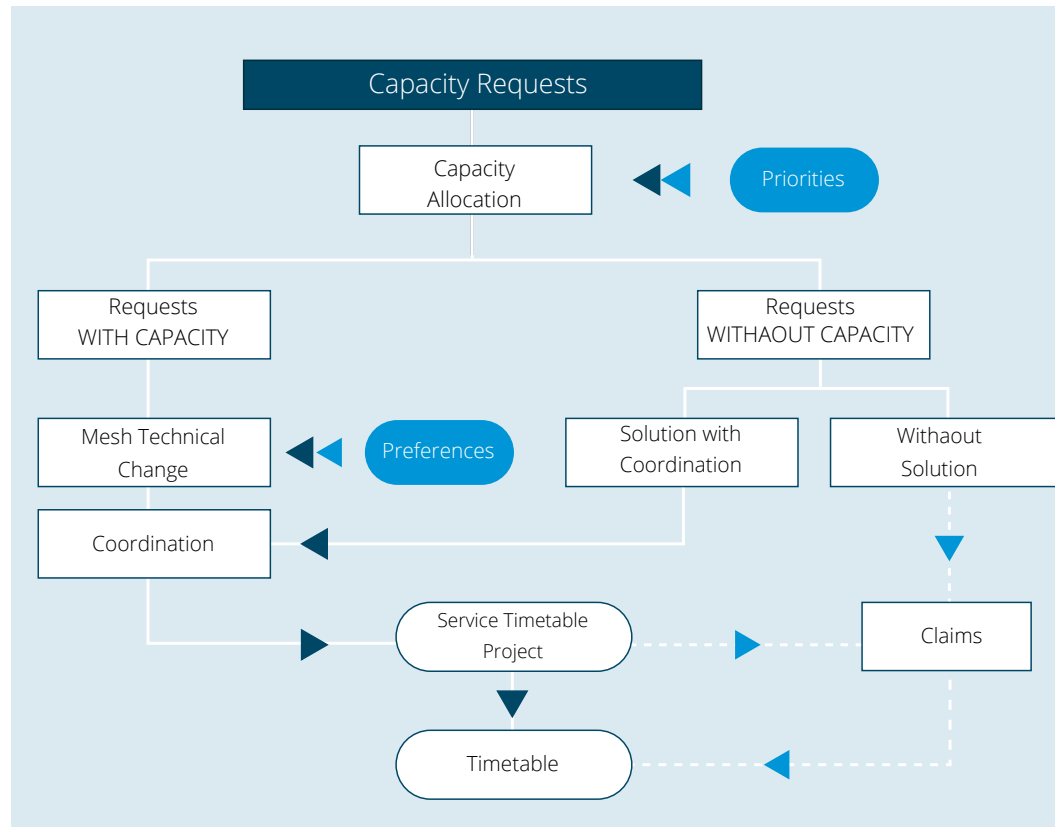
Applicants are obliged to accept the allocated running or to refuse these, by their request means, within the allegation period. After setting the deadlines should any acceptance by the Applicant for an allocated path not be received, the Capacity Manager may freely dispose of the path.

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

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

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

## CAPACITY ALLOCATION PROCESS



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

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

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

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

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

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

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

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

## PHASE OF CAPACITY ALLOCATION TO THE CORRESPONDING PATHS

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

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

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

### Allocation Priority Criteria

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

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



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

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

- Schedules shall be cadenced on lines or services from time to time, involving a better traffic organization for the railway infrastructure manager and for Applicants' operation, as well as more commercially attractive for passengers.
- In this sense, some trains, due to their own technical features, could reduce the Capacity, or hinder operation. Therefore the CM may restrict the movement of certain trains based solely on technical operating criteria (lack of certain equipment on board, running times inadequate to the line characteristics, etc.).
- Likewise, upon request of a path by the Applicant if there is a less congested alternative route, the Capacity Manager may program the path to his/her initiative on the most appropriate route, in order to enable an increased availability of the Capacity for traffics that technically and economically need the saturated route. The Capacity Manager will reason in writing to the affected Applicant such situations.

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

## PHASE OF MESH TECHNICAL CHANGE

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

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

### Technical Adaptation of Train Paths

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

### Cadenced Services

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

### Specialized Lines

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

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

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

### Public Service Compulsory Traffic

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

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

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

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

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

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

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

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

### Timetabling

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

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

## Path Reserve Schedule

### Regular Train Paths (Servitren)

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

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

Any Applicant wishing to request infrastructure capacity in order to operate a passenger transport service with public service obligations, shall inform Adif and the National Commission on Markets and Competition with at least 18 months' notice regarding the entry into force of the 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.

Calendar Capacity Allocation is included in Annex A with the specific dates for the Service Schedule in force for 2024 and 2025.

#### 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 International Calendar deadlines are aligned with the Process Handbook for International Path Allocation for Infrastructure Managers V.2.0 d 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 offer to RUs and Applicants a proper agility responding to opportunities offered by the market, with acceptable path quality levels, irrespective of when these are requested, Timetabling modifications are foreseen during its term. Prior to the entry into force of Timetabling, the rail infrastructure manager may schedule adjustment dates for Applicants to make changes in their Transport Plan. To schedule these dates, various Applicants shall be consulted.

These adjustments may be of two kinds:

### Agreed Adjustments

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

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

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

Annex A shows specific dates for every Agreed Adjustment for 2024 and 2025

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.

#### 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)

### Monthly Adjustments

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

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

Annex A shows specific dates for every Monthly Adjustment for 2024 and 2025.

#### 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

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

### Modifications

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

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

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

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

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

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

### Occasional Train Paths (TrenDía)

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

- Priority will be for Railway Undertakings without stabling tracks for stock siding close to the Coordinated Station in question.

- Available tracks and their operational possibilities.
- Departure order of commercial traffic when service starts.
- Percentage train distribution of every RU with origin or destination at the station
- System efficiency.

The Coordinated Stations, as from 2021 timetable, are as follows:

Coordinated Stations	
1	ESTACIÓN DE MADRID-CHAMARTÍN-CLARA CAMPOAMOR
2	ESTACIÓN DE VALLADOLID CAMPO GRANDE
3	ESTACIÓN DE LEÓN
4	ESTACIÓN DE ZAMORA
5	ESTACIÓN DE MADRID PUERTA DE ATOCHA ALMUDENA GRANDES (*) Including 6 tracks at Cerro Negro workshops and 7 tracks at La Sagra workshops, facilities managed by Adif (1)
6	ESTACIÓN DE ZARAGOZA DELICIAS
7	ESTACIÓN DE LLEIDA PIRINEUS
8	ESTACIÓN DE BARCELONA SANTS (*) Including 3 by-pass routes planned at Sant Andreu Comtal station and 3 routes at Can Tunis Workshops, facilities managed by Adif (1)
9	ESTACIÓN DE FIGUERES VILAFANT
10	ESTACIÓN DE VALENCIA JOAQUÍN SOROLLA
11	ESTACIÓN DE ALACANT TERMINAL
12	ESTACIÓN DE MURCIA DEL CARMEN
13	ESTACIÓN DE SEVILLA SANTA JUSTA
14	ESTACIÓN DE MÁLAGA MARÍA ZAMBRANO

(\*) Specific conditions to access to tracks linked to coordinated stations are available in section 7.3.5.

(1) These tracks only allow for sidings, no further operations are authorized thereon: train minimum cleaning inside or outside, loading and unloading of services on board, use of water or electrical sockets, toilet emptying and other similar connections.

## 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.

### TRAIN PATHS WITH NO RESERVE

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

#### Immediate Train Paths

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

## 4.5.4. COORDINATION PROCESS

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

In the event that the Capacity Manager detects during the period considered to prepare the project 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

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

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

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

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



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

The Capacity Manager final decision may be subject to allegation, in accordance with the following section 4.5.5

For more information see Annex K Conflict Resolution Procedures.

## 4.5.5. CLAIMS PROCESS

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

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

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

For further information see Annex K Dispute Resolution Procedures.

# 4.6. Congested Infrastructure

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

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



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

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

Rules and criteria that, according to article 11.c of Order FOM 897/2005, 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.

In the network owned by ADIF-Alta Velocidad, under Order FOM 897/2005, specifically in its art. 17, it is foreseen that the following infrastructures (3 stations) are declared congested with market opening for new operators, so that priority measures can be applied in upon allocating and developing capacity extension measures.



INFRASTRUCTURES DECLARED CONGESTIONED	
STATIONS	
1	MADRID-PUERTA DE ATOCHA
2	BARCELONA-SANTS AV
3	MADRID-CHAMARTÍN-CLARA CAMPOAMOR
4	MURCIA DEL CARMEN
SECTIONS	
1	CALLOSA DE SEGURA - MURCIA (de las líneas 046 y 354)

## 4.7. Exceptional Transport and Dangerous Goods

### ■ EXCEPTIONAL TRANSPORT

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

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

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

By virtue thereof, RUs wishing to perform Exceptional Transport should address to the Directorate of Traffic Safety of the rail infrastructure manager, so that, through the Group of Exceptional Transport (hereinafter GTE) that chairs, composed of DCSC and Adif technical areas affected, and after performing the relevant technical study, they can issue the relevant Authorization, if applicable.

The Directorate of Safety shall communicate the possible restrictions included therein, and the terms of transport, to the affected Directorates of Adif, to the Railway Undertaking and other bodies concerned.

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

See also section 3.4.3 in this document. For more information, refer to the Directorate of Traffic Safety (Adif Directory section 1.6).

### ■ TRANSPORT OF DANGEROUS GOODS

RUs and Applicants shall indicate in their requests for Capacity Allocation that it is to be used for transport of dangerous goods, apart from requesting the stops necessary to perform it, in order to get it adequately covered in the programming process, in accordance with Article 47.5 of Rail Sector Act.

In the case of adding rolling stock to transport Dangerous Goods with trains not referred to in the transport plan, it is compulsory to request the rail infrastructure manager authorization prior to consignment.

In order to authorize a train on a regulated track, RUs must report actual data of the wagons carrying Dangerous Goods, order number in the train composition, type of goods transported, ONU No, name, quantity, origin and destination of the goods, as referred to in 1.4.3.6. of the RID.

RUs and Applicants shall ensure compliance with all regulations and standards governing such operations, to protect the safety of others and of the infrastructures.

## 4.8. Path Use Control

RUs and Applicants have the obligation to use the capacity obtained under allocation terms. RUs and Applicants are bound to use the obtained capacity under the allocation terms.

### 4.8.1. STANDARDS TO AMEND PATHS BY THE APPLICANT

See section 4.5.1 Concerted adjustments and monthly adjustments

### 4.8.2. STANDARDS TO REPLAN PATHS BY THE INFRASTRUCTURE MANAGER

See section 4.5.1 Concerted adjustments and monthly adjustments.

### 4.8.3. STANDARDS FOR A NON-USE OF PATHS BY THE APPLICANT

See section 4.8.4.

### 4.8.4. STANDARDS TO CONTROL THE USE BY THE APPLICANT

RUs and Applicants are required to use the capacity obtained under the conditions in which it was allocated. For congested infrastructure, non justified use of paths allocated may cause serious offense, if it is attributable to RU. (Art. 107 in Law 38/2015, of 29 September of the Railway Sector).

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

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

## 4.9. TTR for Intelligent Capacity Management

### 4.9.1. TTR PURPOSE

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

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

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

The purpose is to achieve TTR implementation by 2025 provided that it is supported by the European and national legal framework.

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

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

### 4.9.2. PROCESS 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.

- Continuous Planning Request Capacity: Band-based dedicated capacity for a defined time window or routes, with specific request deadlines.
- Capacity for ad hoc requests: Residual capacity for applications submitted less than 30 days before the operation.

\* X represents the first day of 2025 timetable.

## 4.9.3. IMPLEMENTATION

The infrastructure manager participates in the project implementation at national level. The TTR approach is tested in pilots, with the aim of assessing the system and providing a potential project adjustment or improvement.

As a first step to implement the TTR, Infrastructure Managers will develop a Capacity Strategy for every Service Time, which will be structured by lines and it is intended to be the basis for more accurate scheduling upon considering both Manager and Applicant forecasts for upcoming Service Times.

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

The railway infrastructure manager is developing the Capacity Strategy for some lines in the General interest Rail Network, which will be gradually expanded as the TTR project implementation in Europe progresses.

In order to continue the TTR project implementation process at a national level, and following the Capacity Strategy, railway infrastructure manager shall be able to develop the capacity model for 2024 - 2025 Timetable during 2023 - 2024 Timetable, and Future Services

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

### 4.9.3.1. CAPACITY NEEDS ANNOUNCEMENTS

Applicants may communicate their capacity needs to Adif between X \* -30 and X \* -18 months for 2026 calendar by email to Adif's One Stop Shop using the standard capacity requirements announcement model listed in Procedure for RNE Capacity Model, Annex E.

Capacity requirement announcements are considered by applicants non-binding and indicative of expected future capacity needs.

The railway infrastructure manager will use, if provided by RUs, the information provided as capacity input. Under no circumstances can railway infrastructure manager ensure that every information on capacity needs expressed in the final capacity model is included, nor can capacity requirements information give priority in the next capacity allocation process.



### 4.9.3.2 CAPACITY MODEL AND DISTRIBUTION

The capacity model is based on the capacity made available by railway infrastructure manager, market requirements (for example, new service plans) and TCRs (Temporary Capacity Restrictions) and is a basis to the capacity that will be made available to applicants. To fulfill this purpose, capacity is allocated to various commercial and technical needs ("capacity quotas")

### 4.9.3.3 CAPACITY PROPOSAL

Around X-18, railway infrastructure manager 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.

To allow applicants to plan and harmonize their applications, the railway infrastructure manager will publish the capacity supply for annual capacity requests and continuous planning requests no later than X-11.

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

Not applicable.

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

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



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

In accordance with Regulations, provision 13, the Board of Directors of the Corridor has established a C-OSS whereby this is the only body where applicants can request and receive infrastructure capacity for international freight trains in the corridor. The C-OSS is solely responsible for performing all activities related to the decision to publish and designate PAPS and RC requests; on behalf of the managers, C-OSS performs its tasks in a non-discriminatory manner and maintains confidentiality with respect to applicants. The official communication language of the C-OSS is English.

Among others, the C-OSS is responsible for tasks related to allocation of international capacity, such as: receipt of applications, pre-design of the PAP bid, construction phase, publication phase, annual calendar allocation phase, it also executes the allocation phase in the case of late requests and ad-hoc request allocation phase.

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 applies the international deadlines defined by RNE to submit capacity requests, as well as to allocate paths (for the Corridor calendar, see <http://www.rne.eu/sales-timetabling/timetabling-calender/>). PAPS are a joint offering of coordinated cross-border routes for the annual calendar, Hours of Service, produced by 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, therefore requests should be directly sent to the relevant infrastructure managers. Network access contracts are also signed between the infrastructure managers and applicants 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.railfreightcorridor6.eu>



# 4.11. Allocation of Time

## Periods to Perform Testing on Blocked Tracks

ADIF Alta Velocidad does not have specific capacity to perform testing on lines with Block Section Instalment (BSI), and therefore authorizes to use some sections reserved for maintenance of lines - usually between 00:00 hr. to 05:00 hr. on Saturdays to Sundays and Sundays to Mondays - the only days when, in general, scheduled maintenance decreases, but unscheduled maintenance can be performed, as a result of incidents, track auscultation, extraordinary work, etc..

Therefore, ADIF Alta Velocidad reserves this capacity for maintenance, and maintenance tasks shall always be a priority over testing, even if these are scheduled.

Notwithstanding afore, ADIF Alta Velocidad shall allocate time periods to perform rolling stock testing on the General Interest Rail Network owned by them - in 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 regarding requests to allocate time periods with Block Section Instalment for the following types of testing::

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.

Adif Alta Velocidad shall publish the theoretical capacity available for testing on every line with Block Section Instalment.

Exceptionally, it may be requested on lines, which theoretical available capacity has not been published, and so Adif Alta Velocidad is not obliged to allocate these.

## 4.11.2. PROCESS DESCRIPTION

### Types of requests

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

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

#### A. For periods of continued use

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

#### B. Periods for one time use

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

### Allocation Schedule

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

Requests shall be submitted according to the following allocation calendar:

#### For type A requests – For continued use periods

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

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

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

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

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

### Example:

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

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

### Application deadlines for type A applications for month M+2

Receipt of time period requests	1031-10 month M
Provisional allocation of time periods	11-20 month M
Coordination phase	21-30 month M
Time period allocation communication	1-10 month M+1
Final allocation of time periods introduction in PIDAME	11-20 month M+1
Publication of certificate with testing time periods for month M+2	21 month M+1
Time period updates for testing	1 every month for capacity request for month M+2

### For type B requests – For one-time-use periods

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

### Procedure phases

In the time period allocation process for ADIF Alta Velocidad testing, you must ensure the principles of objectivity, transparency and non-discrimination. ADIF Alta Velocidad shall analyse client requests, optimizing response times and available time periods tracks.

### Reception phase for testing time periods and provisional allocation

The client shall request testing in the model set for the purpose attached hereto, initially in PDF format, included in Annex C.

### How to submit the request

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

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

### Analysis and classification of requests

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

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

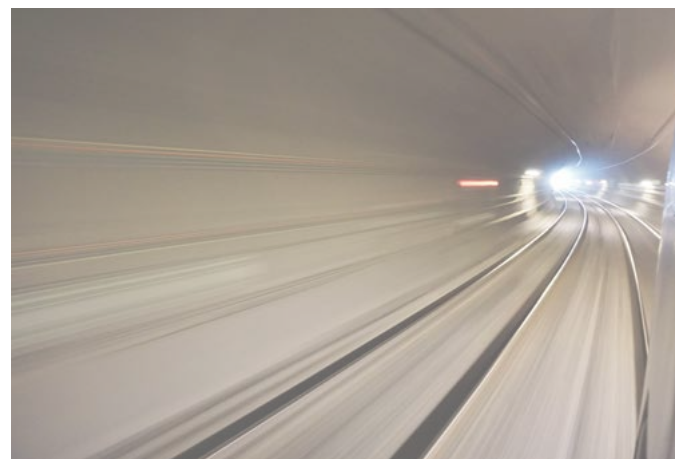


If there are time periods available for all clients, these shall be provisionally allocated.

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

## Allocation priority criteria

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



## Coordination Phase

Should ADIF Alta Velocidad 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 Alta Velocidad 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 Phase of Time Periods for Testing and Allocation Introduction in PIDAME

ADIF Alta Velocidad shall communicate the time period allocation for testing to Applicants, and they are obliged to formalize the requests on PIDAME application. Clients

will notify, as soon as possible, any waiver to the provisionally allocated time periods.

Finally ADIF Alta Velocidad shall prepare the testing report that includes the determination of these and Applicants' acceptance of allocated time intervals.

### 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 Alta Velocidad 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 Alta Velocidad 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

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# 5.1. Introduction

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

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

In accordance with Law 26/2022, transitional provision one, of 19 December, amending Rail Sector Law 38/2015, the system to determine railway tariffs in force shall continue to apply upon entering into force said amendment, until an approval and official publication of the values obtained in accordance with the system set therein.

The scope of services that the rail infrastructure manager may provide are as follows:

- Minimum Access Package.
- Basic services.
- Supplementary Services.
- Ancillary Services.

# 5.2. Charging Principles/Prices

These principles are supported by the following figures:

- Rail fees and tariffs.
- Prices for Basic, Supplementary and Ancillary Service Provision.

Railway Fees satisfy taxable events such as the provision of services provided for in Rail Sector Act.

The use of railway infrastructures and service facilities owned by the general railway infrastructure managers shall result in collecting public assets which shall be called railway tariffs.

Rail tariffs are levied on the use of railway infrastructures and shall be fixed in accordance with the general principles of economic viability of infrastructures, their effective operation, market situation and financial equilibrium upon service provision, and in accordance with criteria of equality, transparency and non-discrimination between rail transport service providers.

In order to calculate the charges for using railway infrastructures, the costs directly attributable to rail service shall be considered.

Likewise, in order to calculate these charges, rail tariffs shall be considered, in accordance with the General Interest Rail Network effective operation, and these considerations shall mirror the infrastructure congestion level and a proper functioning thereof, the promotion of new rail transport services, as well as a need to favour using underutilized lines, guaranteeing, in any case, optimal competition between railway undertakings.

The provision of Basic, Supplementary and Ancillary Services is governed by current Law 38/2015, of 29 September, Railway Sector Act, (RD 2387/2004, of 30 December), given no opposition by the latter to aforementioned law.



## ECONOMIC REGIME

The provision of the Basic, Supplementary and Ancillary Railway Services, is subject to paying charges, which are private prices.

According to Rail Sector Law 38/2015, art. 101, of 29 September, the prices for accessing by rail a service facility and to provide basic services may not exceed the cost of said provision plus a reasonable benefit.

Supplementary and ancillary services provided at service facilities will be subject to prices freely agreed between the parties. However, if a single supplier provides said services, these prices may not exceed the provision cost plus a reasonable profit.

No private prices will accrue for services and access to service facilities subject to a payment for rail charges regulated in Rail Sector Law 38/2015, Title VI.

In aforementioned application conditions, the Freight Terminal (or set of these) and the specific service subject to the discount will be indicated.

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

Prices approved for providing Intermodal Transport Unit (ITUs) Handling basic services shall be considered as maximum reference prices, allowing discounts or incentives thereon, at specific facilities, for certain services and under previously set conditions seeking facilities operation in satisfactory conditions of quality, competition and permanence.

For this purpose shall be established objective criteria justifying such deductions in maximum prices based on parameters and applicable conditions duly explicit and, where appropriate, specific agreements shall be established.

In order for railway infrastructure manager customers to know well in advance of a service request, that there are reduced prices and necessary objective conditions for their application, railway infrastructure manager shall include this information on their website:

<https://www.adifaltavelocidad.es/>

In aforementioned application conditions, the Freight Terminal (or set of these) and the specific service subject to the discount will be indicated.

Discounts/incentives on prices shall apply in an objective, transparent and non-discriminatory way, ensuring equal treatment to all customers who meet the application conditions.

Prices for services provided by railway infrastructure manager, shall be paid to them and used to finance their activities, tending to ensure the financial equilibrium.

Charging policy will tend to create a dynamic that favors contention of operating costs, adapting investments to actual demand requirements, avoiding overcapacity or congestion problems.

## 5.3. Minimum Access Package and Prices

RUs and the rest of Applicants will be entitled to receive equal Minimum Basic Services to access RFIG, specifically, they will be entitled to:

- Proceed Rail Infrastructure Capacity Requests.
- Provision of allocated capacity.
- Use of railway infrastructure, including branching and deviations from the network.
- Train control, including signaling, regulation, shipping and the communication and provision of information on train traffic.
- Use of electrical supply equipment for traction currents, when available.
- Information on train traffic services and possible delays.
- Any other information required to implement or operate the service to which capacity has been allocated.

Annex L details the general use conditions of Information Systems, which the infrastructure manager makes available to Applicants/railway undertakings, and it also determines the information that Applicants/railway undertakings shall provide to the infrastructure manager in order to perform their functions.

### 5.3.1. FEES

Railway Fees satisfy taxable events such as the provision of services provided for in Rail Sector Act.

Following are the main Rail Fees, in force according to Rail Sector Act

#### FEES OF THE STATE RAILWAY SAFETY AGENCY

As established by Rail Sector Act, these fees shall be managed and fixed by the State Railway Safety Agency.

These fees are taxable upon providing the services necessary to grant approvals, certifications, issuance of qualifications to railway personnel, issuance of railway undertaking licenses, Safety Certificates to railway undertakings and Safety Authorizations to railway infrastructure managers, by the State Railway Safety Agency.

These fees are:

- For granting, modifying or renewing the railway undertaking license, (Art. 76 of the Rail Sector Act).
- For granting the safety authorization of the railway infrastructure managers or the safety certificate of the railway undertaking, their issuance or modification, renewal or revision (Article 80 of the Rail Sector Act).

- Art. 84 Fees for approval of centres, certification of entities and rolling stock, granting titles and licenses, authorizations to register vehicles and put them into service.
- For the provision of services and activities in terms of railway safety (Article 88 of the Rail Sector Act.)

## FEES FOR RAILWAY INFRASTRUCTURE MANAGERS

As set by Rail Sector Act, the management and settlement of these fees correspond to the Railway Infrastructure Managers:

- \* Art. 93 Fee for a use or special use of goods in the public railway sector.

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

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

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

## FEES FOR USING ASSETS IN THE PUBLIC RAILWAY DOMAIN

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

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

Railway infrastructure managers shall be exempt from this fee.

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

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

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

Mode of use	Taxable Basis	Charge
Subsoil or top used for cross-crossings of supply networks.	Square meter.	0.15 €/sqm-month
Subsoil or top used by supply networks for the railway system.	Square meter.	0.05 €/sqm-month
Other uses of subsoil or top.	Square meter.	0.30 €/sqm-month
Land urbanistically classified as non-urbanizable used by supply facilities.	Square meter.	0.35 €/sqm-month
Land urbanistically classified as urban or urbanizable, used by supply facilities.	Square meter.	0.68 €/sqm-month
Land used by supply facilities for the railway system regardless of its urban classification.	Square meter.	0.05 €/sqm-month
Land urbanistically classified as non-urbanizable for railway service connections of facilities and loading to the rail network.	Square meter.	0.05 €/sqm-month
Land urbanistically classified as urban or urbanizable for connections of rail service facilities and loading to rail network.	Square meter.	0.20 €/sqm-month
Land urbanistically classified as non-urbanizable for service facilities contemplated in this law, article 42, paragraph 1.	Square meter.	0.30 €/sqm-month
Land urbanistically classified as urban or urbanizable for service facilities indicated in this law, article 42, paragraph 1.	Square meter.	0.60 €/sqm-month
Other land occupations urbanistically classified as non-urbanizable.	Square meter.	0.40 €/sqm-month
Other land occupations urbanistically classified as urban or urbanizable.	Square meter.	0.70 €/sqm-month

The tax quota will be the result of applying to the taxable base, above rates per month or month section for every square meter of occupied area according to the mode of use.

The railway infrastructures manager shall pay this fee for natural years, with the exception of accruals for periods shorter than the calendar year, which shall be calculated for that fraction of the year.

## 5.3.2. RAILWAY TARIFFS

Railway tariffs are the amounts that infrastructure managers receive from railway undertakings for using the General Interest Railway Network lines and passenger stations, freight terminals and other service facilities.

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

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

## FRAMEWORK OF STANDARDS

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

- Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 setting a single European railway area.
- Law 38/2015, of 29 September 29, of the Rail Sector.
- Commission Implementing Regulation (EU) 2015/909 of 12 June, concerning the methods for calculating costs directly attributable to railway service operation.
- Law 3/2013, of 4 June whereupon the National Commission of Markets and Competition is created (LCNMC).
- Law 31/2022, of 23 December on 2023 General State Budget.

## QUANTIFICATION OF TARIFFS FOR USING THE LINES OF THE GENERAL INTEREST RAIL NETWORK AND COSTS DIRECTLY ATTRIBUTABLE TO RAIL SERVICE OPERATION

Directive 2012/34/EU of the European Parliament and the Council of 21 November 2012 defining a single European railway area, lays down the principles and procedures applicable to determine and collect tariffs for using railway infrastructures and service facilities. Rail Sector Act, Law 38/2015, of 29 September, implements into Spanish Law, the new standards included in Directive 2012/34/EU.

Article 31, in this Directive, states that the minimum access tariff, and access tariff to infrastructure connecting service facilities shall be equivalent to the costs directly attributable to railway service operations.

Rail charges tax the use of rail infrastructure and shall be set in accordance with the general principles of the infrastructure economic viability, efficient operation, market situation and financial balance upon providing services, and in accordance with equality criteria, transparency and non-discrimination.

Furthermore, considerations showing the degree of infrastructure congestion and proper functioning, the promotion of new rail transport services, in accordance with the effective operation of the General Interest Rail Network, shall be taken into account to set up an amount of rail tariffs, and the promotion of new rail transport services, and the need to encourage services on underused lines, ensuring, in any case, an optimal competition between railway undertakings.



To calculate the charges for using railway infrastructures, the costs directly attributable to the rail service shall be taken into account.

With a view to defining the methods to calculate costs directly attributable to railway service operation, and for the purpose of fixing the minimum access and access tariffs to infrastructures connecting to service facilities, the European Commission published Implementing Regulation (EU) 2015/909 on methods to calculate costs directly attributable to railway service operations.

To determine costs directly related to railway service operation, ADIF and ADIF AV have a cost model with a structure and methodology to calculate the tariffs in a causal, objective way, complying with Law 38/2015 and Implementing Regulation (EU) 2015/909.

The cost model allows to identify railway infrastructure managers:

- Costs underlying the tariffs for using railway lines in the General Interest Rail Network:
  - \* Costs directly attributable to rail services and therefore eligible to determine the charges, as well as costs considered ineligible to determine the charges, as under RE-2015/909.
  - \* The costs to be recovered by surcharges to the basic tariff (additions), in compliance with Law 38/2015, provided that the market can accept them, and with the aim of contributing to the economic sustainability of the infrastructures managed.
- Costs underlying the fees for using service facilities, in accordance with the criteria applicable to every modality thereof, in Law 38/2015.

With regard to the fee for using lines in the General Interest Rail Network, article 3 of RE-2015/909 provides that the direct costs of the network as a whole shall be calculated as the difference between, on the one hand, the costs for providing services of a minimum access package and access to infrastructures connecting to service facilities and, on the other hand, ineligible costs under article 4 in said regulation.

Furthermore, article 3 provides that costs used for calculations shall be based on payments made or planned by the infrastructure manager, and that calculated costs shall be consistently measured or calculated on the basis of data for the same period.

Article 3 also states that asset values used to calculate direct costs for the entire network shall be based on historical values or, where historical values are not available or current values are lower, on the latter.

It also provides for the possibility of the infrastructure manager to apply estimated values, current values or replacement values, provided that these values can be measured in a transparent, detailed and objective way, and duly justified by the regulatory body.



Adif and Adif-AV cost model begins by setting up historical costs and, for this purpose, the data corresponding to the last closed accounting year are used, and taking into account the regulatory environment described, the following process follows:

1. Identification of historical costs (actual costs set out in the latest income statement published by railway infrastructure managers) those incurred by the railway infrastructure manager to provide services of minimum access and access to infrastructures that connect with service facilities.
2. Identification, amongst above, of non eligible costs under Article 4 of RE-2015/909.
3. Identification of costs that Article 97 of Law 38/2015 considers recoverable after the addition provided for in Mode B) (art. 97.5.2. b).
4. Fixing costs directly attributable to the railway service from the costs referred to in previous sections.
5. Application of an econometric model based on analysing the behavior and/or cost distribution directly attributable to railway service provision during the last closed year, broken down by type of fee and type of line, and its transfer to the expense forecast in the year of the relevant fees.
6. Distribution of costs resulting from the application of this econometric model among rail services, according to weighting criteria differentiated by type of tariff
  - \* Costs underlying the tariff per capacity allocation (Mode A) are distributed by type of service according to the train-km reserved, understanding that the train-km reserved is the unit that best determines the capacity allocation process, traffic management and traffic safety costs, since the traffic volume affects these costs, instead of the train features.
  - \* The costs underlying the tariff for using railway lines (mode B) are distributed by type of service, weighing traffic according to the degradation of every service to the track. This mode concentrates infrastructure maintenance costs and conservation, so it is the most affected one by the impact of greater loads and its concentration per train axle, and the speed.

The degradation that every service produces on the road is calculated with the so-called Virtual Traffic, a measure defined in the UIC 714 R leaflet that aims at quantifying the contribution of different traffic to the infrastructure deterioration, taking into account not only the accumulated tons but also their greater or lesser aggressiveness on the track.

The variables affecting virtual traffic are, basically, the accumulated tons and their concentration (load per axle), the distribution and amount of motor and towed axles, traction, and dynamic effects (speed).

- \* Costs underlying the Tariff for using conversion and distribution facilities for traction electric power (mode C) are divided by type of service, according to the km-train driven by electric-powered railway lines in every service, since it is the traffic volume that determines the costs of converting facilities and distribution of electric traction energy, and not the train features.
- \* As for rail traffic forecasts on Adif and Adif-Alta Velocidad General Interest Rail Network, the methodology used is based on a model of overlapping layers based on the evolution of current traffic (base traffic), this method overlaps layers collecting the impact of new future infrastructure situations (new commissioning or downgrading of infrastructure or equipment in the General interest Rail Network) and the market (entry or exit of operating companies and evolution of rail traffic liberalization, for passengers and freight).
  - To determine the "base traffic", its foreseeable evolution is analyzed, based on what happened in the current and previous year, as well as information provided by traffic management, capacity allocation areas, and relationship to clients (percentages of variation over the same period in the previous year, changes to the supply of trains, conjunctural situations, etc.).

- To analyze the impact of infrastructure evolution, commissioning new infrastructure or equipment, or loss of infrastructure or equipment in the General Interest Rail Network, are identified, as well as those amendments to the rule of tariffs affecting traffic allocation to service type or line type, according to forecasts.
  - Direct traffic is assessed, i.e. the volume of traffic produced by every new route or change of equipment, as well as the induced traffic, that is, any change to the traffic volume produced by every new route, on the line to which it belongs and on other lines.
  - To analyze the impact of market evolution, the entry/exit effect of Companies operating in the General Interest Rail Network is quantified, and also the liberalization evolution of rail traffic - passengers and freight. For passenger traffic, framework agreements to liberalize passenger traffic on high-performance lines (type A) are taken into account. There is also a decrease in traffic that implies stopping the activity of companies that would stop operating in the future work.
- \* Allocation of underlying costs to different types of tariffs for using the service facilities owned by the general managers of railway infrastructures, as set up for every type of tariff, in Article 98.

Additionally, the costs to be recovered are analyzed through surcharges to the basic tariff (additions) in compliance with Law 38/2015, provided that the market can accept it, and with the aim of contributing to the economic sustainability of the Infrastructure Manager: Financial expenses, replacement costs for platforms, tunnels, bridges, track, buildings and means used for maintenance and conservation, as well as every cost necessary for a reasonable development of these infrastructures and costs that enable the Railway Infrastructure Managers to achieve the economic sustainability of the infrastructures they manage.

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

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

## A. CAPACITY ALLOCATION TARIFF (MODE A).

According to section 5 of article 97 of Law 38/2015, this mode affects process costs for allocating capacity, traffic management, traffic safety and replacing safety facilities, traffic control, directly attributable to rail service operation.

In order to apply the described model, the expenses for Traffic, Traffic Safety and Capacity Management divisions are considered for tariff modes.

## B. TARIFF FOR USING RAILWAY LINES (MODE B).

In accordance with section 5, article 97 of Law 38/2015, this mode includes costs of maintenance and preservation of railway infrastructure directly attributable to rail service operation.

In order to apply the described model, for this tariff mode, the expenses of maintenance divisions are considered, except for electrification specialties and gauge changers.

Underlying costs.- Underlying costs of this tariff mode shall be the result of subtracting from eligible expenses those recoverable by modes C, D and E as tariff for use of facilities (Law 38/2015, article 98), since these correspond to infrastructure maintenance within service facilities (tracks with platforms for passengers to get on and off, tracks with no platform for trains or vehicles, routes for loading and unloading freight, etc.).

## **C. TARIFF FOR USING FACILITIES TO TRANSFORM AND DISTRIBUTE POWER (MODE C).**

In accordance with section 5, article 97, Law 38/2015, this method affects maintenance and conservation costs of electrification facilities and replacement costs, directly attributable to rail service operation. Stations, including technical buildings, catenary, mobile stations and any other facility, equipment or item necessary to transform and distribute traction electric power, shall be considered as electrification facilities.

In order to apply the described model, this tariff mode includes the expenses for maintenance division power specialties.

Underlying costs.- Underlying costs of this tariff mode shall be the result of subtracting from eligible expenses those recoverable by modes C, D and E as tariff for use of facilities (Law 38/2015, article 98), since these correspond to traction power transformation and distribution facilities maintenance within service facilities (tracks with platforms for passengers to get on and off, tracks with no siding platform for trains or vehicles, tracks for loading and unloading freight, etc.).

## **QUANTIFICATION OF TARIFFS FOR USING SERVICE FACILITIES OWNED BY THE GENERAL MANAGERS OF RAILWAY INFRASTRUCTURES AND UNDERLYING COSTS, IN ACCORDANCE WITH THE CRITERIA SET FOR EACH TARIFF MODE IN LAW 38/2015.**

Implementing Regulation (EU) 2015/909 does not apply to determine recoverable costs through tariffs for service facilities use as referred to in article 98 of Law 38/2015. These costs coincide with the ones set by Law 38/2015.

In order to fix underlying costs for different tariff modes, the cost model described in the previous section is used, to identify aforementioned costs for using different service facilities provided for in Law 38/2015.

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

However, in accordance with transitional provision one in aforementioned Law 26/2022, a provisional application of existing fees and cancelling the amendment to

certain sanctions, the system to determine railway tariffs in force upon an entry into force of this law shall continue to apply, until the approval and official publication of the values obtained in accordance with the system set therein.

## **A. TARIFF FOR USING PASSENGER TRANSPORT STATIONS (MODE A)**

In accordance with section 4, article 98, Law 38/2015, this tariff mode, will take on the expenses related to station - category 1 to 5- maintenance and preservation, replacement and minimum basic service provision therein, monitoring service, and access control of passengers and their luggage. Category 6 stations shall include total operating expenses, including replacement expenses and financial expenses.

In order to fix the costs based on tariff calculation for using stations, different services provided at stations are differentiated, using the “Activity-based Costs” method, which is good to measure the cost of necessary activities during service provision, and considering only the ones corresponding to the Basic Service.

## **B. TARIFF FOR PASSING THROUGH GAUGE CHANGERS (MODE B)**

In accordance with section 4, article 98, Law 38/2015, costs in this tariff mode for using service facilities are directly linked to maintenance and replacement of gauge changers.

Cost amount to be collected with this tariff mode is obtained from identifying -in the corresponding expenditure items- maintenance costs of gauge changing facilities and replacement.

## **C. TARIFF FOR USING TRACKS WITH PLATFORMS AT STATIONS FOR TRAIN STABLING FOR COMMERCIAL PASSENGER SERVICES AND OTHER OPERATIONS (MODE C)**

In accordance with section 4, article 98, Law 38/2015, costs attributable to this tariff mode for using service facilities are those directly linked to maintenance and preservation of used facilities.

In order to determine underlying costs of this tariff mode, maintenance and preservation costs of tracks with platforms at passenger stations (C1 mode) are identified, and for C2 mode the costs directly linked to maintenance and preservation of used facilities.





## D. TARIFF FOR USING TRACKS AT OTHER SERVICE FACILITIES: SIDING, TRAIN SETTING AND SHUNTING, MAINTENANCE, WASHING AND CLEANING, FUEL SUPPLY (MODE D)

In accordance with section 4, article 98, Law 38/2015, costs linked to this tariff mode for using service facilities are directly attributable to using tracks for maintenance and restocking of facilities.

Maintenance costs are related to preventive maintenance as well as small repairs to keep the asset in working order.

Replacement costs are calculated based on asset historical values or according to estimated values or restocking values, given no past ones.

## E. TARIFF FOR USING LOADING POINTS FOR FREIGHT (MODE E)

In accordance with section 4, article 98, Law 38/2015, costs linked to this tariff mode for using service facilities are directly attributable to using tracks for maintenance and restocking of facilities.

## TARIFF AMOUNT

The railway tariffs that the infrastructure manager receives from railway undertakings for using the General Interest Rail Network lines and the service facilities owned by them are as follows:

- \* **Tariff for using lines of the General Interest Railway Network.**
- \* **Tariff for using service facilities owned by the railway infrastructure manager.**

Law 31/2022, article 86 of 23 December, on 2023 General State Budget, includes the rail charges from 1 January 2023, and it is indefinitely valid.

However, in accordance with transitional provision eight. Interim amendment of railway tariffs provided for in this law, article 86, in order to continue mitigating the effects of the crisis caused by COVID-19 on rail transport, the unitary amounts of the railway tariffs provided for in article 86 are void.

This provision shall be in force given no changes to the charges set out in Article 86. Meanwhile the railway infrastructure managers shall apply the following unit amounts for rail tariffs:

# TARIFF FOR USING THE GENERAL INTEREST RAIL NETWORK

Tariffs levy for using rail lines on RFIG owned by Adif as well as for providing services inherent to such use, in the following ways:

- a) Tariff for capacity allocation (Mode A): for the allocation service of time periods, as defined in the network statement, to the corresponding applicants in order for a train to be able to run between two points for a certain period of time.
- b) Tariff for using railway lines (Mode B): by the action and effect of using a railway line.
- c) Tariff for using the facilities to transform and distribute traction electric power (Mode C): by the action or effect of using the electrification facilities of a railway line.

Railway companies that use or obtain the capacity to run through the General Interest Rail Network shall be taxable persons. Tariff taxable persons shall also be considered for the allocation of capacity, transport agents, shippers and combined transport operators who, without being considered as railway undertakings, obtain capacity allocation.

Accrual of the tariff shall occur at the time of capacity allocation in Mode A and when the rail line is used in Mode B and the electrification facilities in Mode C.

Railway infrastructure manager shall pay the modes of these tariffs for natural months.

## TARIFF FOR CAPACITY ALLOCATION / MODE A

Capacity Allocation Tariffs govern a general right of use of time periods, as defined in the network statement, assigned to the corresponding applicants in order for a train to be able to run between two points for a certain period of time.

The amount shall be determined by multiplying the unit rate for each train-kilometre allocated, distinguishing by type of line affected and type of service.

There are two types of tariffs set, one for the services performed on lines type A and another one for those performed on the other lines.

TARIFFS FOR CAPACITY ALLOCATION, MODE A						
LINE TYPE	TYPE OF SERVICE / TRAIN					
	VL1	VL2	VL3	VCM	VOT	M
	€ / Allocated Train-km					
A	1.6767	1.4873	1.7350	1.6069	1.7776	0.4446
Other than A	0.5082	0.5133	0.5118	1.3851	0.4110	0.0724

Table 1 in "Reference Tables", in this chapter, indicates the lines classified according to their type, and Table 2 according to the characteristics of services and types of train.

## ADDITION TO THE TARIFF FOR ALLOCATION OF CAPACITY, MODE A, for its inefficient use.

In order to continue being an incentive element for a rail network efficient use, the minimum difference percentages between allocated and used capacity - which are the basis to apply this addition - are fixed at 2 % for 2023 passenger services, and at 15 % for freight services.

The amount shall be determined by multiplying the unit rate for each train/km of difference, in absolute value, between the number of trains-kilometres allocated and the number of trains-kilometres performed, by type of line and type of service:

- For passenger services, for every difference in train kilometre, in absolute value, between the capacity allocated and that used in a month by type of line and type of service, where said difference is over 2% of the capacity allocated and if it exceeds said percentage.
- For freight services, for every difference in train/ kilometre, in absolute value, between the capacity allocated and that used in a month by type of line, where said difference is over 15% capacity allocated and if it exceeds said percentage.

ADDITIONAL CHARGES, MODE A						
LINE TYPE	TYPE OF SERVICE / TRAIN					
	VL1	VL2	VL3	VCM	VOT	M
€ / Train-km run in excess or in defect						
A	8.6371	3.4358	5.4446	3.3744	1.5089	1.2910
Other than A	0.9265	0.9358	0.9332	4.8849	0.7500	0.1319

The data recorded in the corresponding railway infrastructure manager traffic monitoring tools shall be taken into account for the purpose of determining the effective use of Capacities.

This addition to the full quota of the tariff is intended to optimize the rail network use, encouraging improvements in train programming processes by operators, and penalizing the difference between the allocated capacity and the actual capacity used.

It is intended to prevent an operator A from requesting paths to not use them and which therefore cannot be further allocated to another operator.

The request for special paths is also penalized outside the planning, as it interferes with the railway network capacity management by the infrastructure manager.

In both cases, Law 38/2015 sets margins to which the addition - 2% for passenger trains and 15% for freight trains - does not apply.

## TARIFF FOR THE USE OF RAILWAY LINES / MODE B

Tariff for using railway lines regulates the action and effect of using a railway line.

The amount shall be determined by multiplying the unit charge for each train-kilometre ran, distinguishing by type of line and type of service.

There are two types of tariffs set, one for the services performed on lines type A and another one for those performed on the other lines.

## Tariff for the Use of Railway Lines, Mode B

LINE TYPE	TYPE OF SERVICE / TRAIN					
	VL1	VL2	VL3	VCM	VOT	M
	€/Train-km Run					
A	3.6414	3.0043	3.7855	2.3316	0.9797	1.1055
Other than A	0.7247	0.7320	0.7299	1.9752	0.5865	0.1032

"Reference Tables", in this chapter, indicates the lines classified according to their type according to the characteristics of services and train types.

**ADDITION TO THE TARIFF FOR USING RAILWAY LINES, MODE B**, for the use of high performance networks or the operation of variable gauge services or other situations of high traffic intensity in certain time periods.

With this addition, the financial expenses shall be paid back as well as the replacement costs corresponding to the platform, tunnels, bridges, track, buildings and means used for maintenance and conservation, as well as those necessary for a reasonable development of these infrastructures and all costs that allow the railway infrastructure manager to achieve the economic sustainability of the infrastructures managed by it.

The amount of the addition shall be that resulting from applying the unit rate according to the following criteria:

- Passenger Services by Type A Lines: The amount shall be the result of multiplying the unit rate per every square kilometre, calculated on the basis of the usage tariff per train kilometre and for all the seats of the train for each route, differentiated by every type A line and type of service.
- Passenger services out of A lines: The amount of the addition shall be that resulting from multiplying the unit rate for each train kilometre calculated in the usage tariff.

## ADDITIONAL CHARGES, MODE B

LINE TYPE	TYPE OF SERVICE / TRAIN					
	VL1	VL2	VL3	VCM	VOT	M
<b>A</b>	<b>Offered € / 100 Seats-Km</b>					
Madrid Barcelona-Border Line	1.7611	0.0000	0.3023	0.4959	0.0000	0.0000
Madrid-Toledo- Sevilla-Málaga Line	0.8647	0.0000	0.1962	0.3218	0.0000	0.0000
Other A lines	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Other than A</b>	<b>Train-km/€</b>					
	0.0000	0.0000	0.0000	2.3597	0.0000	0.0000



## TARIFF FOR USING TRACTION ELECTRIC POWER CONVERSION AND DISTRIBUTION FACILITIES /MODE C

Tariff for using the facilities to transform and distribute traction electric power regulates the action or effect of using the electrification facilities of a railway line.

The amount shall be determined by multiplying the unit charge for each train-kilometre ran on electrified rail lines, distinguishing by type of line, type of service and traction type.

There are two types of charges set, one for the services performed on lines type A and another one for those performed on the other lines.

TARIFF FOR USING TRACTION ELECTRIC POWER CONVERSION AND DISTRIBUTION FACILITIES, MODE C						
LINE TYPE	TYPE OF SERVICE / TRAIN					
	VL1	VL2	VL3	VCM	VOT	M
€ / Train-km						
A	0.4865	0.4315	0.5044	0.4665	0.5292	0.1855
Other than A	0.2018	0.2039	0.2033	0.5500	0.1635	0.0287



### Bonus to boost the growth of rail transport

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

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

In order to encourage the efficient operation of the rail network and to promote new rail transport services in accordance with Art 97 in the Rail Sector Act, a bonus shall be applied to the charges for using the General Interest Rail Lines modes A and B for annual traffic increases, in accordance with the following criteria:

- \* For lines A it shall be applied for every individual line combination and type of service.



- \* On other B, C, D y E lines, it shall apply to every line and service type combination. It shall apply to the set of taxpayers operating on every combination.

In order to apply this bonus, the rail infrastructure manager shall annually establish in the Network Statement:

- a) The reference traffic, **TREF**, measured in train/km, which shall be the traffic that the rail infrastructure manager considers ordinary, according to the pre-existing situation or its foreseeable evolution. See Table 6 of the "Reference Tables".
- b) The target traffic, **TOBJ**, measured in train/km, shall be the traffic that the infrastructure manager determines according to its market expectations of the infrastructures and services used. See Table 7 of the "Reference Tables"
- c) The target bonus percentage for incremental traffic, **BOBJ**, applicable to incremental traffic when target traffic is reached according to traffic growth expectations. If the increase corresponds to an intermediate value between the reference traffic and the target traffic, a bonus lower than the target bonus shall be applied, applying a progressive system. See Table 8 of the "Reference Tables"

The bonus to encourage the rail transport growth shall only apply if the traffic actually performed in a year is above the reference traffic determined by the infrastructure manager for every line combination and service type, and shall be calculated based on the growing traffic compared to the reference traffic under the terms set by Rail Sector Act.

The bonus shall be calculated by applying the formula that for this purpose includes the Rail Sector Act in its article 97.6.

## TARIFFS FOR USING SERVICE FACILITIES OWNED

This information is in chapter 7.

### TARIFF FOR USING PASSENGER TRANSPORT STATION /MODE A

This information is in chapter 7.



## ADDITION TO THE TARIFF BASED ON THE INTENSITY OF USE OF PASSENGER STATION FACILITIES OF ADIF - ALTA VELOCIDAD

This information is in chapter 7.

## TARIFF FOR RUNNING THROUGH GAUGE CHANGERS /MODE B

This information is in chapter 7.

## TARIFF FOR USING PLATFORM TRACKS AT TRAIN PARKING STATIONS FOR COMMERCIAL PASSENGER SERVICES AND OTHER OPERATIONS MODE C

This information is in chapter 7.



## TARIFF FOR USING TRACKS AT OTHER SERVICE FACILITIES: SIDINGS, TRAIN COMPOSITION AND SHUNTING, MAINTENANCE, WASHING AND CLEANING, FUEL SUPPLY /MODE D

This information is in chapter 7.

## TARIFF APPLICATION REFERENCE TABLES

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.

The following tables for tariff application are pursuant to Law 38/2015, of 29 September in Rail Sector Act.

Article 97 section 7 in the Rail Sector Act establishes the classification criteria of lines considering their technical characteristics, maintenance needs, types of services provided and intensity of these, this classification is detailed as follows.

TABLE CLASSIFICATION OF RAILWAY LINES	
Type of Line	Characteristics
A	All lines and their links and bypass that allow a maximum speed over 200 kilometres/hour on 2/3 length.
B 1	It includes intercity routes, and their links and bypass, which are mainly used by or are essential for passenger services. Lines B1 are those that allow a speed over 160 kilometres per hour and less than or equal to 200 kilometres per hour in 2/3 of its length..
B 2	It includes intercity routes, and their links and bypass, which are mainly used by or are essential for passenger services. B2 shall be considered for routes that are not classified in types A, C or B1 whereon at least one of the following conditions exists: <ul style="list-style-type: none"> <li>• That passenger traffic is a majority and supposes at least 10 running per day.</li> <li>• It corresponds to a link with border.</li> <li>• It corresponds to the access to a Train Treatment Centre (CTT).</li> <li>• It corresponds to a link between paths classified as B.</li> </ul>
C 1	These are routes that make up commuter hubs. C 1 are hubs with a traffic density per line kilometre equal to or over 80 running per day.
C 2	These are the routes that make up commuter hubs. The other commuter hubs shall be classified as C2.
D	Routes that are not classified as A, B or C where at least one of these circumstances occurs: <ul style="list-style-type: none"> <li>• That freight traffic is a majority and supposes at least 2 running per day.</li> <li>• These are links and accesses to facilities associated to the transport of freight (sidings, ports, freight logistics facilities and private referrals).</li> <li>• There is an alternative line for the transport of passengers category A.</li> </ul>
E	Those not included in the previous types of line.

According to these parameters, the classification of the lines owned by ADIF Alta Velocidad has been made, which are included in Annex I of this Network Statement. The kilometre summary of every existing line type is shown below.

LINE TYPE		LENGTH	
ADIF-Alta Velocidad OWNERSHIP		KMS. LINE	%
A		2,940.7	74%
B1		531.0	13%
B2		355.8	9%
C1		23.2	1%
C2		100.2	3%
D		15.8	0%
E		0.0	0%
TOTAL		3,966.7	100%



TABLE		CHARACTERISTICS OF THE SERVICES AND TYPES OF TRAIN
CLASS	TYPE	CHARACTERISTICS
Passengers		Long-distance passenger services, distinguishing the following sub-types:
	VL	<ul style="list-style-type: none"> <li>VL1.- Long-distance services, except for those designated as VL2, VL3 and VOT.</li> <li>VL2.- Long-distance services in variable gauge lines, provided that at least 10% their total route runs on Iberian-gauge lines, excluding those designated as VL3.</li> <li>VL3.- Long distance services in long transversal lines: routes over 700 km that have no origin, destination or intermediate stop in Madrid or its branch lines.</li> </ul>
		Commuter, city and intercity passenger services.
	VCM	<ul style="list-style-type: none"> <li>Urban or suburban services: those that run entirely within a commuter hub.</li> <li>Intercity services: those that are not commuter or intercity with routes shorter than 300 kilometres. International trains and long-distance branch lines are excluded.</li> <li>Services declared as public service obligations.</li> </ul>
	VOT	Trains and passenger material without passengers, including isolated machines, empty train movement, composition and testing.
Freight	M	All freight services, including loaded, empty, isolated machines and testing.

Testing services shall be trains running for the technical adjustment and calibration of newly manufactured railway vehicles, or of new or existing vehicles, which require authorization for their entry into service, as well as for the calibrating some of those components.

(\*) The services of rail passenger transport with priority tourist purpose will be considered type of service VL1, (Final provision thirty sixth in Law of General State Budget 6/2018, for the year 2018).

#### The type of traction shall differentiate:

- \* **E**: trains with electric traction.
- \* **D**: : trains with diesel.

## Nominative Classification Station.

This information is in chapter 7.

## Minimum Basic Services Of Passenger Transport Stations

The railway infrastructure manager shall publish annually in the NS the catalogue of minimum basic services according to the category of passenger transport station. T

This information is in chapter 7.

Trains shall be classified for the purposes of tariffs A-1 Mode for using passenger transport stations, mode A. 1, as follows:

## Types of Train for the purposes of Tariff Passenger Stations (Mode A.1)

This information is in chapter 7.

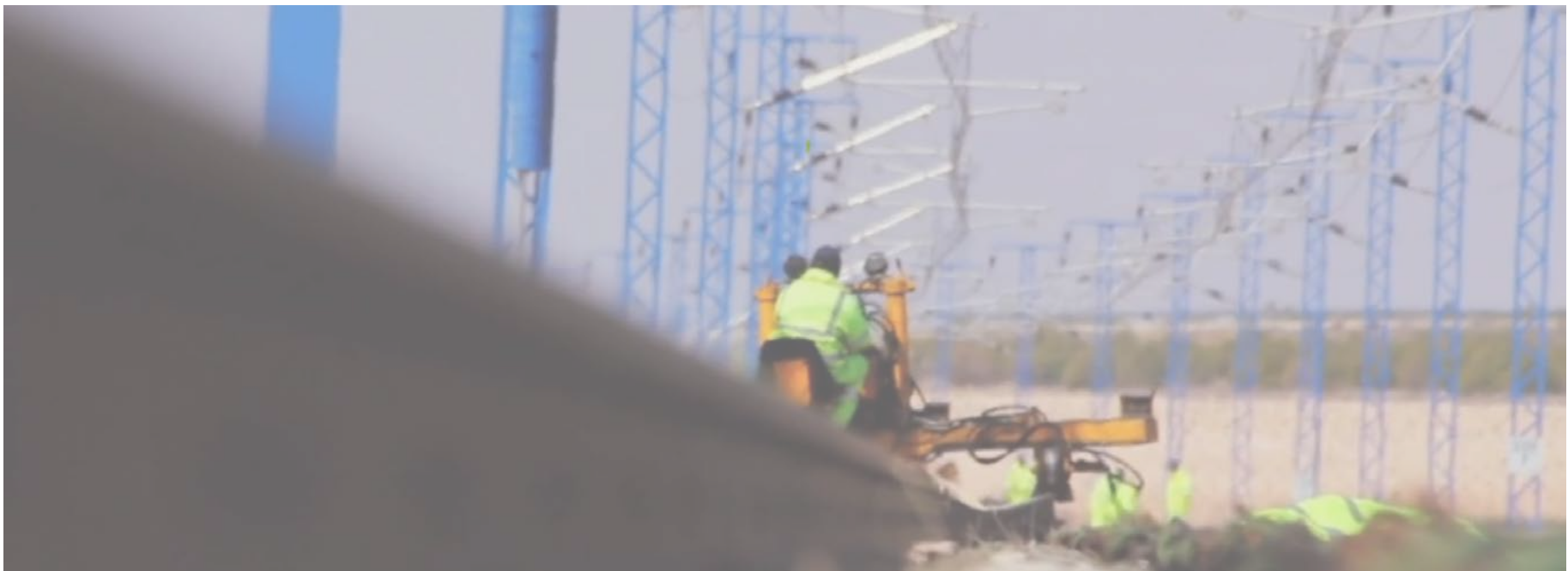




TABLE 2024 REFERENCE TRAFFIC IN, TREF (IN FORCE SINCE 01/01/2024)							
		Types of service					
		Length (km)	VL1	VL2	VL3	VCM	M
<b>Axle lines 11-A.V. Madrid Chamartín-Clara Campoamor - Valladolid - Bif. Vta. Baños</b>							
080	MADRID-CHAMARTÍN-CLARA CAMPOAMOR - VALLADOLID-BIF. VENTA DE BAÑOS - Burgos Rosa Manzano	302.9	697,615	2,382,938	64,386	1,348,967	N/A
084	BIF. VENTA DE BAÑOS - LEÓN	127.9	173,532	264,109	93,367	N/A	N/A
Subtotal		430.8	871,147	2,647,047	157,753	1,348,967	0
<b>Axle lines 12-A.V. Madrid Atocha - Barcelona - Frontera Francia</b>							
050	MADRID PUERTA ATOCHA ALMUDENA GRANDES-LÍMITE ADIF - LFP	752.4	18,135,372	1,902,709	1,126,901	384,533	198,915
054	BIF MONCASI-BIF CANAL IMPERIAL	25.9	1,255,614	22,719	46,501	N/A	N/A
056	BIF LES TORRES-BIF ARTESA DE LLEIDA	16.3	88,560	25,066	35,113	16,942	N/A
Subtotal		794.5	19,479,546	1,950,494	1,208,515	401,475	198,915
<b>Axle lines 13-A.V. Madrid Atocha - Levante (at present Valencia/Alicante)</b>							
040	MADRID-CHAMARTÍN C.C. -BIF. TORREJÓN DE VELASCO - VALENCIA-JOQUIM SOROLLA	397.7	10,539,054	772,569	N/A	N/A	N/A
042	BIF. ALBACETE -ALACANT-TERMINAL	237.8	3,011,307	173,558	N/A	N/A	N/A
046	BIF. MURCIA - BENIEL	52.0	166,566	N/A	N/A	N/A	N/A
Subtotal		687.5	13,716,927	946,127	0	0	0
<b>Axle lines 14-A.V. Madrid Atocha - Toledo / Sevilla Sta. Justa / Málaga María Zambrano</b>							
010	PTA. DE ATOCHA ALMUDENA GRANDES-SEVILLA-S. JUSTA	470.5	10,975,253	1,613,559	764,347	2,922,159	N/A
020	LA SAGRA-TOLEDO	21.4	N/A	N/A	N/A	212,013	N/A
030	BIF. MÁLAGA-A.V.-MARÍA ZAMBRANO	154.6	2,075,083	70,628	56,429	866,823	N/A
Subtotal		646.5	13,050,336	1,684,187	820,776	4,000,995	0
<b>Axle lines 16-A.V. Olmedo - Medina - Zamora - Galicia</b>							
982	TABOADELA - BIF. MEDINA	313.9	424,475	1,707,450	N/A	1,752	N/A

TABLE      TARGET TRAFFIC 2024, TOBJ (IN FORCE SINCE 01/01/2024)							
			Types of service				
		Length (km)	VL1	VL2	VL3	VCM	M
Axle lines 11-A.V. Madrid Chamartín-Clara Campoamor - Valladolid - Bif. Vta. Baños							
080	MADRID-CHAMARTÍN-CLARA CAMPOAMOR - VALLADOLID-BIF. VENTA DE BAÑOS - Burgos Rosa Manzano	302.9	767,377	2,621,232	70,825	1,483,864	N/A
084	BIF. VENTA DE BAÑOS - LEÓN	127.9	190,885	290,520	102,704	N/A	N/A
Subtotal		430.8	958,262	2,911,752	173,528	1,483,864	0
Axle lines 12-A.V. Madrid Atocha - Barcelona - Frontera Francia							
050	MADRID PUERTA ATOCHA ALMUDENA GRANDES-LÍMITE ADIF - LFP	752.4	19,948,909	2,092,980	1,239,591	422,986	218,807
054	BIF MONCASI-BIF CANAL IMPERIAL	25.9	1,381,175	24,991	51,151	N/A	N/A
056	BIF LES TORRES-BIF ARTESA DE LLEIDA	16.3	97,416	27,573	38,624	18,636	N/A
Subtotal		794.5	21,427,501	2,145,543	1,329,367	441,623	218,807
Axle lines 13-A.V. Madrid Atocha - Levante (at present Valencia/Alicante)							
040	MADRID-CHAMARTÍN C.C. -BIF. TORREJÓN DE VELASCO - VALENCIA-JOAQUIM SOROLLA	397.7	11,592,959	849,826	N/A	N/A	N/A
042	BIF. ALBACETE -ALACANT-TERMINAL	237.8	3,312,438	190,914	N/A	N/A	N/A
046	BIF. MURCIA - BENIEL	52.0	183,223	N/A	N/A	N/A	N/A
Subtotal		687.5	15,088,620	1,040,740	0	0	0
Axle lines 14-A.V. Madrid Atocha - Toledo / Sevilla Sta. Justa / Málaga María Zambrano							
010	PTA. DE ATOCHA ALMUDENA GRANDES-SEVILLA-S. JUSTA	470.5	12,072,778	1,774,915	840,782	3,214,375	N/A
020	LA SAGRA-TOLEDO	21.4	N/A	N/A	N/A	233,214	N/A
030	BIF. MÁLAGA-A.V.-MARÍA ZAMBRANO	154.6	2,282,591	77,691	62,072	953,505	N/A
Subtotal		646.5	14,355,370	1,852,606	902,854	4,401,095	0
Axle lines 16-A.V. Olmedo - Medina - Zamora - Galicia							
982	TABOADELA - BIF. MEDINA	313.9	466,923	1,878,195	N/A	1,927	N/A

TABLE 2024 TARGET BONUS, BOBJ (IN FORCE SINCE 01/01/2024)							
Types of service							
		Length (km)	VL1	VL2	VL3	VCM	M
<b>Axle lines 11-A.V. Madrid Chamartín-Clara Campoamor - Valladolid - Bif. Vta. Baños</b>							
080	MADRID-CHAMARTÍN-CLARA CAMPOAMOR - VALLADOLID-BIF. VENTA DE BAÑOS - Burgos Rosa Manzano	302.9	50%	50%	50%	10%	N/A
084	BIF. VENTA DE BAÑOS - LEÓN	127.9	50%	50%	50%	N/A	N/A
<b>Axle lines 12-A.V. Madrid Atocha - Barcelona - Frontera Francia</b>							
050	MADRID PUERTA ATOCHA ALMUDENA GRANDES-LÍMITE ADIF - LFP	752.4	25%	25%	25%	10%	10%
054	BIF MONCASI-BIF CANAL IMPERIAL	25.9	25%	25%	25%	N/A	N/A
056	BIF LES TORRES-BIF ARTESA DE LLEIDA	16.3	25%	25%	25%	10%	N/A
<b>Axle lines 13-A.V. Madrid Atocha - Levante (at present Valencia/Alicante)</b>							
040	MADRID-CHAMARTÍN C.C. -BIF. TORREJÓN DE VELASCO - VALENCIA-JOAQUIM SOROLLA	397.7	50%	50%	N/A	N/A	N/A
042	BIF. ALBACETE -ALACANT-TERMINAL	237.8	50%	50%	N/A	N/A	N/A
046	BIF. MURCIA - BENIEL	52.0	50%	N/A	N/A	N/A	N/A
<b>Axle lines 14-A.V. Madrid Atocha - Toledo / Sevilla Sta. Justa / Málaga María Zambrano</b>							
010	PTA. DE ATOCHA ALMUDENA GRANDES-SEVILLA-S. JUSTA	470.5	35%	35%	35%	10%	N/A
020	LA SAGRA-TOLEDO	21.4	N/A	N/A	N/A	10%	N/A
030	BIF. MÁLAGA-A.V.-MARÍA ZAMBRANO	154.6	35%	35%	35%	10%	N/A
<b>Axle lines 16-A.V. Olmedo - Medina - Zamora - Galicia</b>							
982	TABOADELA - BIF. MEDINA	313.9	50%	50%	N/A	10%	N/A

Target bonus applicable to every applicable VL1, VL2, VL3, VCM and M line combination / service type.

## 5.4. Basic Services and Prices

The services provided at any service facility in Rail Sector Law 38/2015, Article 42, of 29 September, are basic. Prices for providing basic services shall not exceed the cost of their provision plus a reasonable benefit.

Its provision is not mandatory and valid only if the service is offered by the service facility operator.

Basic services offered at all times by the railway infrastructure manager, through the Network Statement, shall be provided in a non-discriminatory manner to any railway undertaking or other applicant requesting them.

The offer of basic services that ADIF-Alta Velocidad may provide, at the Freight Transport Terminals and at the Passenger Transport Stations, is included in Chapter 7. Service Facilities, as well as their respective prices.

Likewise, the descriptive leaflets of basic services provided at Passenger Transport Stations, as well as terms, access conditions and prices, are available in this NS, Chapter 7 and in the Catalogue of descriptive sheets of the service facilities, which are available on ADIF-Alta Velocidad website as annex to this Network Statement. Descriptive files of basic services provided in the field of Freight Transport Terminals and Passenger Transport Stations, and their provision and access conditions are available in the Chapter 7, and in the catalogue of descriptive files of service facilities, as available on ADIF-Alta Velocidad 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.

Supplementary 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 classification:

## 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.

Per Study

**Invoicing Unit**

- 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 2024
	Studies by Adif associated with the viability and safety of transport traffic.	BY STUDY	93 € / h /agent
<b>RUNNING PLAN</b>			
	Itinerary A territorial operating area (*)	RUNNING PLAN	950 €
	Itinerary TWO or more operational territorial areas (*)	RUNNING PLAN	1,500 €
	Transport escort and assistance	SERVICE BORROWED	68 € / h /agent
	Vehicles supporting traffic (**)	SERVICE BORROWED	658 €/100 Km. and 6.6 €/Km. When it exceeds the initial 100 Km
	Extraordinary opening of Stations	SERVICE BORROWED	68 € / h /agent
			Cost of the service

(\*) Operating territorial areas are those that appear annually in the maps of the Network Statement.

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

These prices shall be valid as from 1 January 2024 until 31 December 2024, or longer until new ones are approved.

## SC-2 TRACTION POWER SUPPLY

To provide traction power supply services, railway undertakings entering into rail traffic shall sign with ADIF Alta Velocidad, a service provision agreement, prior to starting their railway activity. (See Annex J).

ADIF-Alta Velocidad, as Service provider, is implementing a new invoicing system for this Supplementary Service that will allow RUs to invoice in the free passenger transport framework, in a transparent and non-discriminatory way, so that RUs may set in their business plans the cost forecast for supplying traction electric energy.

ADIF-Alta Velocidad, to invoice every RU for an actual consumption in every service, is developing an invoicing system, following the trend observed in European countries, towards a model based on the Embarked Measure as the service invoicing unit.

The invoicing system applicable to this Network Statement shall be as follows:

**a. In networks electrified in alternating current** (mainly high-speed lines), RUs shall be invoiced in two ways:

**a1. Invoices with an on-board** measuring system. It shall apply to electric units with an on-board power measuring equipment meeting the requirements set in the corresponding section of this Network Statement, if this invoicing method has been expressly requested.

RUs will be invoiced based on power values measured in the on-board power measuring equipment and communicated according to a protocol of ADIF-Alta Velocidad system. The measured values shall be valid, if they are received in a timely manner, with the right format and the appropriate power quality, time, traction system and location codes for invoicing.

RUs shall correctly operate the on-board measuring equipment and shall ensure the electric units' quality.

Upon receiving invalid measured values, in general, the invalid measure part will be calculated based on the recorded valid measure.

This Network Statement includes a bonus for electric units that choose this mode. The bonus will be a power and ATR-charges reduction compared to the charges applicable to electric units without this type of invoicing.

**a.2. Invoicing without an on-board** measure. It shall apply to power units with an on-board power measuring equipment meeting the requirements set in the corresponding section of this Network Statement, or even if they have it, they didn't expressly request the invoicing method with on-board measure (a1).

It shall be invoiced to RUs based on the calculated power values for electric units upon production, and measured in Gross Kilometer Tons (TKB), collected in ADIF-Alta Velocidad systems and stated by RUs. In order to invoice and record the power returned by electric units with regenerative braking system, RUs shall have to communicate previously to ADIF – Alta Velocidad the units or series equipped with it, by submitting a responsible statement.

Consumed power assessment in an electric unit upon TKB is based on the following two ratios:

- $rc_j^{ca}$ : estimate ratio of train consumption without onboard measurement, valued at a pantograph level, of a network electrified in alternating current. It will be expressed in Wh/TKB.



- $rg^{ca}_j$ : generation assessment ratio of trains equipped with regenerative brakes as stated by the RU and without on-board measurement, valued at a pantograph level, in a network electrified in alternating current. It will be expressed in Wh/TKB.

The estimated consumption by means of the ratios  $rc^{ca}_j$  (at a pantograph level) will be increased by the following loss coefficient, in order to raise the estimated consumption of the pantograph at a border with the power sector (at a substation level):

$p^{ca}$ : loss coefficient of the electrified network in alternating current.

Whereby,

$ca$ : Network type identifier (alternating current).

$j$ : Service type identifier.

These  $rc^{ca}_j$  and  $rg^{ca}_j$  ratios will be expressed in Watt-hours (Wh) per TKB produced (Wh/TKB), so that power consumed and regenerated, assessed in pantograph, for one electric unit, may be determined by multiplying these ratios by TKB produced, collected in ADIF-Alta Velocidad systems and stated by RUs. These ratios will be published with an annual forecast that will be monthly adjusted based on the total production of TKB, and the actual consumption in substations.

Based on the particularity of different service types, a different value for every ratio ( $rc^{ca}_j$ ,  $rg^{ca}_j$ ) will be published for every service type in the alternating network.

- b. In direct current electrified network** (mainly, Conventional Network), it shall be invoiced to RUs based on the estimated power values of electric units, calculated upon production and measured in Gross Kilometer Tons (TKB), as collected in ADIF-High Speed systems and stated by RUs. In order to invoice and to record the power returned by electric units with regenerative braking system, RUs shall have to communicate previously to ADIF – Alta Velocidad the units or series equipped with it, by submitting a responsible statement.

Consumed power assessment in an electric unit in TKB is based on the following two ratios:

- $rc^d_j$ : ratio of estimated train consumption, valued at pantograph level, in the network electrified in direct current. It will be expressed in Wh/TKB.
- $rg^d_j$ : ratio of estimated generation in trains equipped with regenerative braking as stated by the RU, valued at a pantograph level, in a network electrified in direct current. It will be expressed in Wh/TKB.

The estimated consumption by means of the ratios  $rc^d_j$  (at a pantograph level) will be increased by the following loss coefficient, in order to raise the estimated consumption in pantograph at a border point level with the power sector (at a substation level):

- $p^d$ : Loss coefficient of the electric network in direct current depending on the network type (CCC, CCR) as per one.

Whereby,

$i$ : Network type identifier (ccC, for Conventional Network, or ccR, for RAM).

$j$ : Service type identifier

These  $rc^d_j$  and  $rg^d_j$  ratios will be expressed in Watt-hours (Wh) per TKB produced (Wh/TKB), so that power consumed and regenerated, assessed in pantograph, for one electric unit, may be determined by multiplying these ratios by TKB produced, collected in ADIF-Alta Velocidad systems and stated by RUs. These ratios will be published with an annual forecast that will be monthly adjusted based on TKB total production, and the actual consumption at substations.

There are two networks electrified in direct current with power and economic balances of independent traction current supply, one in 3kV that supplies conventional lines and Line 116, (Los Cotos-Cercedilla) and another in 1.5 kV that supplies RAM lines (08axis). Although line 116 is powered to 1.5kV, for the purposes of this invoicing, it shall be considered within the 3kV network. Henceforth, when talking about conventional lines in 3kV it will be understood that it includes line 116.

Taking into account the specifics of different service types, a different value of every ratio ( $rc_j^{ca}$  and  $rg_j^{ca}$ ) will be published for every type of service, both in 3kV conventional network and in 1.5kV RAM network.

## A. COST STRUCTURE

In lines electrified in direct current as well as in lines electrified in alternating current, the costs of Traction Energy Supply will have the following structure:

**1. Supply costs.** These will be costs inherent to electricity supply from the electricity sector (costs borne by ADIF – Alta Velocidad from power suppliers).

These costs will contain all applicable costs and taxes in force in the electric system.

**2. Management Costs:** these costs are necessary for ADIF-Alta Velocidad to provide the service.

The amounts resulting from power supply costs and management costs, satisfying the current criterion of economic neutrality, shall be adjusted at the end of the year, making further quarterly adjustments to power supply in accordance with the expenses actually incurred by ADIF-Alta Velocidad over the adjusted period.

## B. PRICE STRUCTURE

A pricing structure similar to the cost structure indicated above is published, enabling RUs to estimate the costs of Traction Current Supply Service as follows:

### 1. Supply costs:

In general, the supply costs will be linked to the costs that ADIF – Alta Velocidad supports from energy suppliers and related to the consumption indexed to the OMIE daily market. In addition, Railway Undertakings with an assigned capacity will use the Supplementary Service 2 (SC-2): Supply of traction current to the electrified network in alternating current and/or in the electrified network in direct current. They may request from ADIF – Alta Velocidad to compensate for the electricity price that refer to OMIP futures market for all or part of their low consumption under a series of terms described in this Network Statement.

With regard to the supply costs indexed to the OMIE daily market, below are the rates applicable to power supply invoicing, which will depend on the type of network where the consumption occurs.

The supply costs will have the following structure, like the costs of the power sector.



- \* Energy cost.
- \* Cost of third-party access to the network: cost of ATR.

Since costs are considered separately in every network (ac, CCC, CCR), the fees will therefore be different for every network.

To calculate the energy cost tariff and the ATR cost, an independent economic balance is made for every term and network between the energy costs (indexed to OMIE daily market) and the costs of ATR traction in the set of substations, and the measured or estimated energy consumption of electric units. The rates will be monthly published and will be expressed in €/MWh, considering the MWh at the border point with the power sector.

C and D sections indicate the method to calculate the supply in a unified manner with the management costs in every network: Calculation of the invoice in the network electrified in alternating current (section C) and calculation of the invoice in the network electrified in direct current (section D).

#### Associated costs in case of hedging in the OMIP market:

With regard to the costs associated hedging in the OMIP market, RUs may apply to ADIF - Alta Velocidad in the OMIP market the amount of closings as they deem appropriate, fixing setting up an energy amount at a fixed price based on OMIP futures market prices. ADIF - Alta Velocidad will manage through marketers the power to be supplied upon RUs' request.

The invoicing system of this supplementary service will be based on initially invoicing the power consumed as referred to the energy charges indexed to OMIE daily market, and additionally, given one or more closing in some temporary period at fixed price, the settlement corresponding to that price compensation on closed energy will be independently invoiced. This price compensation will be monthly settled, and the price to be considered for every hour in the period corresponding to the closed product, will be calculated based on the difference between the price arising from the closing and the price indexed to the daily market OMIE paid between the trader and ADIF – Alta Velocidad.

It is important to note that, since the compensation is made between the marketer and Adif – Alta Velocidad, the settlement corresponding to closing will not occur against charges calculated for energy costs (indexed to the OMIE daily market) of traction at substations published in this Network Statement, but against afore supply price settled between the trader and ADIF Alta Velocidad (as set out in the supply agreements between ADIF AV and the marketer), with the sole purpose of transferring to every operator the payment arising from closing in the power market. ADIF AV will make available to the requesting operator the information from the supply price.

This option requires: to formalize the supply agreement between ADIF – Alta Velocidad and the company/s marketer/s; that the RU has a service provision agreement with ADIF – Alta Velocidad, and also, that the RU has communicated to ADIF – Alta Velocidad a forecast of power consumption until the end of the supply agreement signed between ADIF Alta Velocidad and the marketer, with a monthly detail.

Section F details everything related to the procedure to request a closing order by RUs.

#### Finantial terms to participate in facilities connected to the network and linked to RUs.

As set out in Section G. PARTICIPATE IN GENERATING FACILITIES LINKED TO RUs. FOR ENERGY SELF-CONSUMPTION LINKED TO TRACTION POINTS, ADIF - ALTA VELOCIDAD offers to RUs the possibility to process requests to participate in generating facilities connected through the network and linked to RUs, for self-consumption of traction energy on the General Interest Rail Network managed by ADIF – Alta Velocidad.

The procedure in [Annex N](#) states that ADIF - ALTA VELOCIDAD will allocate, in general, to every railway operator the self-consumed energy at the generating facility,

invoicing other energy consumed, that is, the net energy consumed after allocating self-consumption, in accordance with the provisions of this Network Statement. This procedure sets out the specific conditions.

Should within the invoicing period, the total energy self-consumed by a RU be greater than the energy consumed by the RU in that network, the RU will lose that excess, in favour of ADIF - Alta Velocidad with no extra cost for the manager. This surplus of self-consumed energy, if any, will be allocated by ADIF - Alta Velocidad to the economic balance fixing the charges for said network statement, and reducing these for said invoicing period. Therefore, the participation of an operator in ADIF - Alta Velocidad self-consumption shall not affect the supply rates, except afore case that reduces charges given no self-consumption.

## 2. Management Costs

For lines electrified in alternating current and those electrified in direct current, management costs shall be calculated by applying the rates published in the Service Year Network Statement to the power consumption of power units increased with losses from Adif and ADIF Alta Velocidad rail network. The consumption thus valued at the border point level will be expressed in MWh.

Management charges, called TCG, will be annually published and expressed in €/MWh consumed at the border point with the power sector. See Table 7. The fee is common for all networks. It will serve to calculate the monthly issued invoice in year N, as well as any subsequent quarterly settlements, until the end of the year, when said charge will be adjusted according to the expenses actually incurred by ADIF- Alta Velocidad in the settled period and the best energy value demanded at border point.

## C. CALCULATING THE INVOICE IN THE ELECTRIFIED ALTERNATING CURRENT NETWORK

Table 1 shows the calculation formulas to invoice Traction Power Supply Services to RUs for every power unit in the AC network, according to the invoicing mode chosen by the RU. In the case of invoicing without onboard measurement, it differs according to whether or not the unit has regenerative braking indicated by the RU in the invoicing.

### Invoices' bonus with bonus measurement:

*On-board invoices shall be claimed by reducing power and ATR fees, but management costs shall not:*

$$\star \text{ TEM}^{\text{ca}} = \text{TES}^{\text{ca}} \cdot (1 - \text{BME})$$

$$\star \text{ TATRM}^{\text{ca}} = \text{TATRS}^{\text{ca}} \cdot (1 - \text{BME})$$

Where,

**BME:** A bonus to onboard measuring indicated as one. Its figure shall be annually published.

**TEM<sup>ca</sup>:** Energy Cost Fee for trains equipped with a fitted measurement, in alternating current [€/MWh].

**TES<sup>ca</sup>:** Energy Cost Fee for trains without on-board measure, in alternating current [€/MWh].

**TATRM<sup>ca</sup>:** Third Party Network Access Cost (ATR) fee for trains equipped with on-board measurement, in alternating current [€/MWh].

**TATRS<sup>ca</sup>:** Third Party Network Access Cost (ATR) fee for trains without on-board measure, in alternating current [€/MWh].

**Table 1 Traction Current Service Invoice Calculation Formulas for AC Power Lines for a Power Unit**

Invoicing Mode	Calculation formula
Invoicing with onboarding measure	$[TES^{ca} \cdot (1-BME) + TATRS^{ca} \cdot (1-BME)] [ECM \cdot (1+p^{ca}) - EGM] + [TCG] [ECM \cdot (1+p^{ca})]$
Invoice without onboard measure, with regenerative braking. Passenger trains	$[TES^{ca} + TATRS^{ca}] \left[ (rc_v^{ca} \cdot (1+p^{ca}) - rg_v^{ca}) \cdot TKB_v \cdot 1/10^6 \right] + [TCG] \left[ (rc_v^{ca} \cdot (1+p^{ca})) \cdot TKB_v \cdot 1/10^6 \right]$
Invoice without onboard measure, with regenerative braking. Freight trains	$[TES^{ca} + TATRS^{ca}] \left[ (rc_m^{ca} \cdot (1+p^{ca}) - rg_m^{ca}) \cdot TKB_m \cdot 1/10^6 \right] + [TCG] \left[ (rc_m^{ca} \cdot (1+p^{ca})) \cdot TKB_m \cdot 1/10^6 \right]$
Invoice without onboard measure, without regenerative braking. Passenger trains	$[TES^{ca} + TATRS^{ca} + TCG] \left[ (rc_v^{ca} \cdot (1+p^{ca})) \cdot TKB_v \cdot 1/10^6 \right]$
Invoice without onboard measure, without regenerative braking. Freight trains	$[TES^{ca} + TATRS^{ca} + TCG] \left[ (rc_m^{ca} \cdot (1+p^{ca})) \cdot TKB_m \cdot 1/10^6 \right]$

Where:

**TCG:** Cost of Management Fee [€/MWh].

**ECM:** Active power consumed by the power unit upon invoicing with the onboard measure [MWh].

**EGM:** Active power regenerated by the power unit upon invoicing with onboard measure [MWh].

**p<sup>ca</sup>:** Loss coefficient of the power network in alternating current as by one.

**TKB<sub>j</sub>:** TKB produced by the power unit depending on the service type, passengers (v) or freight (m).

**rc<sup>ca</sup>:** Ratio of consumption estimates for trains without onboard measure, valued at pantograph level, in the case of freight (m) or passengers (v) trains in the electrified network in alternating current [Wh/TKB].

**rg<sup>ca</sup>:** Generation assessment ratio of trains equipped with regenerative brakes stated by the RU and without on-board measurement, valued at a pantograph level, for freight (m) or passenger (v) trains in electrified network in alternating current Wh/TKB.

The loss ratio will be annually published, as well as the value of on board bonus measure (BME), linked to the charges.

RUs will be invoiced by adding the invoicing units produced by electric units according to the items in Table 1.

The entire calculation of energy charges specified in this section, is the result of an economic balance sheet taking into account only the costs associated with indexing the OMIE market, without effects due to closing in OMIP market made by some RUs. In the event that a RU performs a closing in OMIP market, an additional invoice will be issued to that RU in accordance with Section F.

With regard to participating in traction energy self-consumption in renewable energy generating facilities connected to RUs in the network, the procedure of [Annex N](#) shall be fulfilled.

## D. CALCULATING THE INVOICE ON DC POWER NETWORK

**Table 2** shows the calculating formulas to invoice the Traction Power Supply Service to RUs for every power unit in direct current power networks. It is differentiated according to the type of service (freight, long distance, medium distance and commuter lines) and according to whether or not the unit has regenerative braking, as stated by the RU in the invoice.

**Table 2 Formulas to calculate the Traction Current Service invoice on DC power lines for a power unit**

Invoicing Mode	Calculation formula
Invoicing trains with regenerative brake	$[TE^i + TATR^i] \left[ (rc_j^i \cdot (1+p^i) - rg_j^i) \cdot TKB_j \cdot 1/10^6 \right] + [TCG] \left[ (rc_j^i \cdot (1+p^i)) \cdot TKB_j \cdot 1/10^6 \right]$
Invoicing trains without regenerative brakes	$[TE^i + TATR^i + TCG] \left[ (rc_j^i \cdot (1+p^i)) \cdot TKB_j \cdot 1/10^6 \right]$

Where:

$TE^i$ : Energy Cost Fee according to the network type (CCC, CCR) [€/MWh].

$TATR^i$ : Third Party Network Access Cost (ATR) fee based on the network type (CCC, CCR) [€/MWh].

$TCG$ : Cost of Management Fee [€/MWh].

$P^i$ : Loss coefficient of the network electrified in direct current according to the network type (ccC, ccR) as by one.

$TKB_j$ : TKB produced by the power unit depending on the service type.

$rc_j^i$ : Ratio of consumption estimation for every service type depending on the type of network electrified in direct current (ccC, ccR) [Wh/TKB].

$rg_j^i$ : Generation ratio for trains equipped with regenerative braking stated by the EC, for every service type, depending on the type of network electrified in direct current (ccC, ccR) [Wh/TKB].

The loss ratio will be annually published.

RUs will be invoiced adding the invoicing units produced by electric units according to the items in Table 2.

The entire calculation of energy charges specified in this section, is the result of an economic balance sheet taking into account only the costs associated with indexing the OMIE market, without effects due to closing in the OMIP market made by some RUs. In the event that a RU performs a closing in OMIP market, an additional invoice will be issued to that RU in accordance with Section F.

With regard to participating in traction energy self-consumption in renewable energy generating facilities connected to RUs in the network, the procedure of [Annex N](#) shall be fulfilled.





## E. PUBLICATION OF PRICES AND RATIOS

The charges listed in section “B. Price Structure”, will be published as follows:

### Annual publications:

In year N-1, upon publishing the Network Statement for year N, the following values will be published in said Statement:

- a. Costs to supply electrified lines in alternating current:
  - Value of Loss Ratio  $p^{ca}$ . See Table 3.
  - Value of the On board Measure Bonus, **BME**. See Table 4.
- b. Costs for supplying electrified lines in direct current:
  - Value of Loss Ratio  $p^i$ . See table 5 (conventional) and 6 (RAM).

The following non-binding estimates will be published upon invoicing electrified lines in alternating current:

- a) Power lines in alternating current:
  - Ratio converters  $rc_j^{ca}$  and  $rg_j^{ca}$ , of passengers and freight. A forecast of ratios will be monthly published for the whole year, see Table 4. This assessment will be monthly updated, as indicated in the monthly publications’ section.
  - Supply costs. A forecast of monthly charges for supply costs (**TES<sup>ca</sup>**, **TATRS<sup>ca</sup>**) will be published for the whole year. This forecast of monthly charges shall be called “Reference Rates”. This forecast of charges will give RUs the information necessary to assess the costs that they will have to bear for supplying traction energy monthly over the year. This assessment will be monthly updated, as indicated in the monthly publications’ section.
- b) Lines electrified in direct current:
  - Converter  $rc_j^i$  and  $rg_j^i$ , ratio converter for freight, long distance, medium distance and commuter. A forecast of ratios for all months of the full year (both conventional and RAM) will be published. This estimate shall be monthly updated, as indicated in the Monthly Publications section.
  - Supply costs. A forecast of monthly fees (**TE<sup>i</sup>**, **TATR<sup>i</sup>**) of supply costs, for the full year (both conventional and RAM) shall be published. This monthly fee forecast shall be referred to as “reference fees”. This fee forecast shall enable RUs to have the information necessary to estimate the costs they will have to bear to supply traction power in every month of the year. This estimate shall be monthly updated, as indicated in the Monthly Publications section.

For Management Costs: An annual publication will be made in year “N-1” of the fee for management costs which shall apply in year N. The measuring unit will be €/MWh and shall be used to calculate the monthly turnover in year N. See Table 7.

### Monthly publications

In month n+1, where n is the month in which the consumption occurred, the following will be published:

- The power fees ( $TE^i$ ,  $TES^{ca}$ ) and the cost of ATR ( $TATR^i$ ,  $TATRS^{ca}$ ) in every network, as well as the real  $rc_j^i$  and  $rg_j^i$ , ratios for month n, that will be used to issue the invoice in month n+1 for the services performed in month n.
- Any fees' updating,  $TE^i$ ,  $TES^{ca}$ ,  $TATR^i$ ,  $TATRS^{ca}$ , as well as the ratios,  $rc_j^i$  and  $rg_j^i$ , corresponding to months n+1 and subsequent months, up to December of the year of month n, shall be estimated figures according to power conditions and rail market upon their publication, and shall enable the operator to have a more real knowledge of future costs. They will not be binding on invoices.

These values are given in the corresponding tables to supply traction current on electrified lines of various networks, which are available as an annex to this Network Statement.

The monthly publication is justified by the great variation of these prices every month. In this way, publishing an average price monthly instead of an average annual price enables:

- RUs to pay a cost more adjusted to the actual monthly cost when the service was provided, and not an annual average.
- A reduction, as far as possible, of the changes for RUs. The periodic regularization of the difference between the quantities invoiced and the real energy cost, when prices are published closer to the real costs
- That the railway infrastructure manager charges the costs to RUs with the same time cadence as they receive the costs from the electric power suppliers (marketers and distributors).

**Table 3 ANNUAL PUBLICATION OF THE LOSS COEFFICIENT ON POWER LINES IN ALTERNATING CURRENT.**

$p^{ca}$	0,07
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The network loss ratio is 7%

**Table 4 ANNUAL PUBLICATION OF THE FIGURE OF AN ONBOARD MEASURE BONUS, BME, ON ALTERNATING CURRENT POWER LINES.**

BME	0,05
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The on-board measure bonus is 5%

**Table 5 ANNUAL PUBLICATION OF THE LOSS COEFFICIENT IN DIRECT CURRENT POWER LINES IN THE CONVENTIONAL NETWORK.**

$p^{ccC}$	0,07
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The network loss ratio is 7%

**Table 6 ANNUAL PUBLICATION OF THE LOSS COEFFICIENT IN DIRECT CURRENT POWER LINES IN AMR**

$p^{ccR}$	0,07
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The network loss ratio is 7%

**Table 7 ANNUAL PUBLICATION OF THE TCG FEE FOR MANAGEMENT COSTS, ON EVERY TYPE OF POWER LINES**

Tarifa TCG Costes de Gestión (€/MWh)	1,12
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The **COST TABLES** valid to invoice the supply on electrified lines are available as an attachment to this Network Statement.

## F. PRICE HEDGING REFERENCES TO OMIP FUTURES MARKET

Section F details any information related to the procedure to request a closing order by RUs.

### Closing order request procedure

Every Railway Undertaking aiming at price hedging shall previously provide a monthly calculation of net consumption (excluding the output from the regenerative brake) in the network within the plan as from the date of request, until the validity of the supply contract between ADIF-ALTA Velocidad and the marketer ends, and the RU concerned shall be informed upon request hereof. This consumption will be the maximum total monthly volume subject to requests for price hedging. Upon communicating this consumption by the Federal Reserve to ADIF Alta Velocidad, if it differs from the average consumption of the last 6 months or from the future forecast according to the allocated capacity, ADIF Alta Velocidad may at any time require the justification and documentary support of the RU to state this consumption, and if the RU does not present a good justification, ADIF Alta Velocidad may reject the estimate of net consumption necessary for this procedure.

These estimated consumptions, may be updated upon request by the RU. at any time over future months. These new consumption values will be subject to the review indicated by ADIF Alta Velocidad.

In any case, RUs shall indicate the best consumption calculation. Where the actual consumption is less than the estimated consumption (or even zero), and the energy whereupon the closing executed is higher than the actual consumption, RUs will assume all the risks, regardless of the cause for a lower consumption, whether foreseen or unforeseen, to determine the lack of energy consumption, which closed price has been ordered, supporting the closing payment for all closed energy, regardless of the energy consumed, even if it had stopped operating.

In addition, the RU will appoint one or more proxies (REC) through whom RECs will be entitled to request the price hedging hereto referred. ADIF Alta Velocidad shall only satisfy requests for closing made by these proxies.

Then, the railway undertaking aiming at a price hedging shall send a Request Model 4 Model SC-2 to the RU to close the fix the electric price indicated in Annex C, not later than 07:00 on the day before the fix order, with the following information:

- \* **Energy:** The amount for energy hedging shall be indicated. The energy, CC (where c is the number of every order to close), shall be considered energy at the point of supply. The amount of energy (CC) to be closed for every closing order shall be expressed in MWh, and will take into account the consideration that the maximum limit will be 10 MW for every hour of the temporary product to be closed.

- \* **Maximum price closing order:** It will be expressed in €/MWh and will be the highest price of the product closing.
- \* **Product:** OMIP market product for the closing shall be indicated. Closing orders may contain any product that quotes at least one day when the closing order is effective, provided that they are the monthly, quarterly and annually base products (FTB) published on OMIP (<https://www.omip.pt/es>).
- \* **Order Start Date:** The validity start date will be indicated in the closing order that ADIF Alta Velocidad shall communicate to the marketer(s). In the event that the effective start date is a day when there is no contribution in OMIP according to the Annual Calendar published by OMIP, the start date will be understood as the first trading day after the effective start date. In any case, the effective start date must be, at least, the business day following the communication, if it is made before 7:00h, or two business days later, if it is made after 7:00h. The communication on a non-working day will be made in the first hour of the first working day following.
- \* **Order End Date:** The valid end date will be indicated in the closing order that ADIF Alta Velocidad shall communicate to the marketer(s).
- \* **Network aiming at a price hedging:** Any following supplementary service offered by Adif Alta Velocidad shall be indicated: Traction power supply in lines electrified in alternating current, traction power supply in lines electrified in direct current in conventional network, or traction power supply in lines electrified in RAM direct current.



The maximum period for these closing requests shall be based on the end date of supply agreements that ADIF - Alta Velocidad signs with the marketers. ADIF - Alta Velocidad will communicate the end date of power supply agreements.

The operations performed for every product within the same closing order are independent, closing one, several or all the products marked in the closing order upon its compliance.

Likewise, for every RU, different closing orders may overlap on the same network and product and also in time, provided that the limit of 10 MW is not exceeded for every closing hour of the temporary product.

### Managing closing orders between ADIF Alta Velocidad and the marketers

From the closing orders, ADIF - Alta Velocidad will manage these for the marketers. It is necessary to take into account that ADIF - Alta Velocidad has contracted the energy of every network divided into batches that can belong to different marketers and therefore closed energy will be invoiced based on the agreements established between ADIF Alta Velocidad and the marketers. Therefore, the order received shall be transferred to the trading companies that supply energy to batches in the network where the order was requested, distributing the total requested consumption among different batches according to predefined percentages in force upon the order request. The consumptions thus obtained for every batch will be rounded to a whole number, keeping the sum of the energy to be closed in every batch equal to the amount of energy requested by the RU. The percentages in force in this Network Statement are detailed below.

### Predefined percentages in alternating network

Batch 12	Batch 13	Batch 14	Batch 15
12 - HS MADRID-SUR	13 - HS MADRID-NORESTE	14 - HS MADRID-ESTE	15 - HS MADRID CENTRO-NORTE
27%	37%	18%	18%

### Predefined percentages in the direct network

Batch 1	Batch 2	Batch 3	Batch 4	Batch 5	Batch 6	Batch 7	Batch 8	Batch 9	Batch 10	Batch 11
01 CERCANÍAS MADRID- NORTE	02 CERCANÍAS MADRID-SUR	03 CERCANÍAS BARNA-NORTE	04 CERCANÍAS BARNA_SUR	05 ALCAZAR S.J. LEVANTE	06 ALCAZAR S.J. ANDALUCIA	07 VALENCIA S.V. CALDEERS	08 GUADALAJARA - BARNA	09 AVILA-GALICIA- ASTURIAS	10 MEDINA - P. VASCO	11 NAVARRA- RIOJA
14%	11%	14%	9%	7%	9%	7%	9%	7%	6%	7%

### Predefined percentages in the metric gauge network

Batch 16
16 METRIC GAUGE NETWORK
100%

These % consumption distribution may be amended in future NS publications in order to adapt these percentages to the energy likely to be closed at any time.

### Result of the closing order

If during the term of the closing order, the Settlement Price of any product included in the order on any day is equal to or less than the maximum price marked by ADIF - Alta Velocidad in the order, the marketing company shall be bound to apply the Settlement Price on the first day when this condition is met for the product.

In OMIP market, the reference price of a particular product is currently referred to as "Settlement or Reference Price" and on a certain date upon closing the daily marketing session. It is published on OMIP website (futures market operator) on OMIPData data-market results section after the daily trading session has ended.

The transaction shall be deemed as closed for every product on the first day of the maximum period indicated for closing, when the closing settlement price of that day (currently referred to by OMIP as "Settlement Price") is equal or lower than the maximum price marked by ADIF - Alta Velocidad ignoring subsequent days. If the

transaction is considered closed for that product, the reference price to settle the amount of energy closed by ADIF - Alta Velocidad, the price fixed on the closing day, shall be taken as a reference price to settle the amount of energy closed by ADIF - Alta Velocidad (Currently published by OMIP as "Settlement Price").

If during all days of the period between the start and end date of the order, the Settlement Price is higher than the maximum prices set by ADIF - Alta Velocidad according to the maximum price of the closing order requested by the TRU, the operation in OMIP will be deemed to be open. Notwithstanding the foregoing, the additional possibility is that if, after the validity of the closing order in OMIP ends, the supplier of the corresponding batch is able to close the price of the energy requested by ADIF - Alta Velocidad for any product indicated in the closing order, for the same price marked by ADIF - Alta Velocidad or for a lower price, through other means that do not involve any additional cost to this Public Entity, the marketer may take this option by reliably communicating it to Adif Alta - Velocidad before 12:00 noon on the business day following the valid end date of the order. If this communication is not made, the order shall be deemed as not executed.

### Procedure to communicate the result of the closing order

For every closing order received ADIF – Alta Velocidad will communicate the result closing said order to the RU requesting it. This communication will inform of batches closed and their energy

### Invoicing closed/executed orders

Como se ha indicado previamente, inicialmente se facturará la energía consumida según lo referido a las tarifas de energía indexadas al mercado diario OMIE, y As previously indicated, the energy consumed will initially be invoiced as referred to the energy charges indexed to the OMIE daily market, and additionally, in case of closing any temporary period at a fixed price, the settlement corresponding to this price hedging on the closed energy will be invoiced independently, transferring in full the closing invoice that the marketer(s) transfer(s) to ADIF Alta Velocidad.

Therefore, given a power shutdown, ADIF Alta Velocidad will transfer to the requesting RU, the resulting payment corresponding to the closed energy that ADIF Alta Velocidad receives from the marketers. These settlements will be governed according to the specific technical requirements of dossiers of traction energy supply that ADIF Alta Velocidad has set up with the marketer(s).

The values of the MCI and Ke constants (which become part of the settlement formulae) will be based upon public tenders for traction power supply subject to the specifications of technical instructions. Upon request by the concerned RU, ADIF – Alta Velocidad will provide the values in force at all times

It is important to note that, if the hedging is between the marketer and Adif – Alta Velocidad, the payment corresponding to closures will not be for energy costs (indexed to OMIE daily market) of traction in the set of substations published in this Network Statement, but for aforementioned supply price settled between the marketer and ADIF Alta Velocidad.

The price hedging will be monthly paid, so if the closing is for several months (in case of quarterly or annual products closing), the amount to be closed will be proportionally divided into the number of days of every payable month.

The price to be considered every hour of the time period corresponding to the closed product, will be calculated based on the difference between the resulting price of the closing order and the price indexed to the daily OMIE market settled between the trader and ADIF – Alta Velocidad, and the equivalent hourly energy of every closing for the applicable price, will be determined by prorating the total energy of said closing proportionally to the hourly consumption profile of the batch according to the sum of charging curves of every supply point that make up every batch.



## G. PARTICIPATING IN GENERATING FACILITIES LINKED TO RUS IN THE SELF-CONSUMPTION OF ENERGY ASSOCIATED TO TRACTION CONSUMING POINTS

RUs have the possibility to process requests to participate in generating facilities connected to the network and linked to RUs, for self-consumption of traction energy on the General Interest Rail Network supply points managed by ADIF – Alta Velocidad. Therefore, it will be understood that there is a link in the following cases: When RUs are the owners of the generating facility, or, if they have signed a binding commercial agreement with a company dedicated to producing energy for Adif Alta Velocidad self-consumption, in compliance with the terms of self-consumption under RD 244/2019 and applicable standards.

RUs interested in participating ADIF - ALTA VELOCIDAD self-consumption shall comply with Annex N, which procedure, sets the terms to access said participation, as well as the aspects that governing the relationship between RUs and ADIF - Alta Velocidad for these purposes.

- \* *Procedure to request to participate in the generating facilities connected to the network and to railway operators for Energy Self-consumption at points where traction is consumed on the General Interest Rail Network managed by ADIF – Alta Velocidad. (Annex N)*

## F. PAYMENTS

Invoicing traction current supply consists in three terms: Energy costs, ATR costs and management costs. Invoicing is determined by applying the charges corresponding to invoicing units of every railway undertaking.

In order to keep economic neutrality and adjust the costs incurred to RUs, afore costs shall be subsequently paid off. In month  $m+1$  - where  $m$  is the month of consumption - the provisional monthly payment shall be done for the three items to be invoiced (energy, ATR and management costs). These shall be the products of the relative charges invoiced for said month.

If any RU has done the closing corresponding to that payment period in OMIP market, an additional invoice shall be issued to said RU in accordance with Section F.

Furthermore, a mechanism of cumulative quarterly counts is set when payment year  $N$  starts:

- \* With regard to supply costs, every count will settle the best values obtained from the supply costs from marketers and distributors, the best value of energy requested for substations, better information on shipped measurement, TKB's produced, as well as any other parameter affecting the economic balance of the specific payable month, including in turn the possible corrections made to the invoice. These new calculations will lead to adjustments in the previously issued invoice and will be transferred to every concerned RU. The quarterly counts will settle the corresponding monthly payments.
- \* As to management costs, the quarterly counts prior to the end of the year shall be calculated with the charges published in the Network Statement and the best energy consumption value of the electric units increased with the losses of the rail network. After closing the year, subsequent counts will consider, in addition to energy consumption, the actual costs incurred in the payable year.

For a given year N, ordinary quarterly counts are set up until January of year N+2, resulting in a total of 8. Additionally, a period of 6 months is set up for extraordinary regularizations if necessary, resulting in 2 extraordinary quarterly counts.

## ENERGY ONBOARD MEASUREMENT

ADIF - Alta Velocidad, in compliance with the European Union Implementing Regulation 2018/868, allows as from 1 January 2022 to invoice the Supplementary Service of traction current supply through an onboard measure in the alternating current power network to RUs upon request.

The method of invoicing through an onboard measure may be requested for power units that - when running on the power grid in alternating current - have on board measure equipment that meet the requirements set up in EU Implementing Regulation 2018/868. The on-board measure equipment shall comply with a version of TSI LOC&PAS equal to or later than the application of said Regulation.

The communication protocol of ADIF-Alta Velocidad Earth Measurement Concentrator is based on EN 50463-4:2017, as specified by the TSI LOC&PAS via the EU Implementing Regulation 2018/868.

Traction units equipped with energy meters certified according to EN 50463:2012 that require to update the communication protocol must attest to the assessment of this update and of all parameters affected, according to EU Implementing Regulation 2018/868. Therefore, they shall request to invoice with the onboard measure by submitting the documentation under option 3 of form 3 ME included in this Network Statement.

### REQUEST TO REGISTER IN INVOICING MODE WITH ONBOARD MEASUREMENT

Invoicing mode with on-board measurement (ME) shall be requested by RUs through the "registration request in the invoicing modality with on-board measurement" (1 ME model). With this request, RUs express their willingness to invoice with ME the consumption of electric units with on-board measuring equipment upon request by the person responsible for on-board measuring (RME).

RUs will annex to said request the "person appointed as responsible for on-board measuring" according to 2 ME model. With this appointment RUs shall provide RME with the necessary powers to request registering or cancelling an electric unit in the invoicing mode per on-board measurement.

RME will be the contact person and dedicated person of the RU to complete the registration process of an electric unit in the invoicing mode per on-board measuring, including: validation of the measuring equipment's technical compliance documentation, registration thereof as a consumption point in ADIF / ADIF - Alta Velocidad systems, as well as the final registration in the invoicing mode per on-board measure.

ADIF-Alta Velocidad will provide RME with a communication channel to send requests and documentation upon receiving their appointment.

### POWER UNIT ADDED INVOICED WITH ONBOARD MEASURE

In compliance with EU Implementing Regulation 2018/868, in order to operate a power unit ADIF -Alta Velocidad requires to attach to the request to invoice with onboard measure, all the assessment documentation and technical conformity of the measuring equipment installed in that unit, in a way that ADIF - Alta Velocidad can ensure compliance of every power unit registered in ADIF - Alta Velocidad Invoicing System.

To start a power unit in order to invoice with the onboard measure, the RME shall send: "A request to operate the power unit when invoicing with the onboard measure to validate the technical conformity documentation of the onboard measure" (model 3 ME) as well as every attached technical conformity documentation associated with every measure equipment shipped described in it.

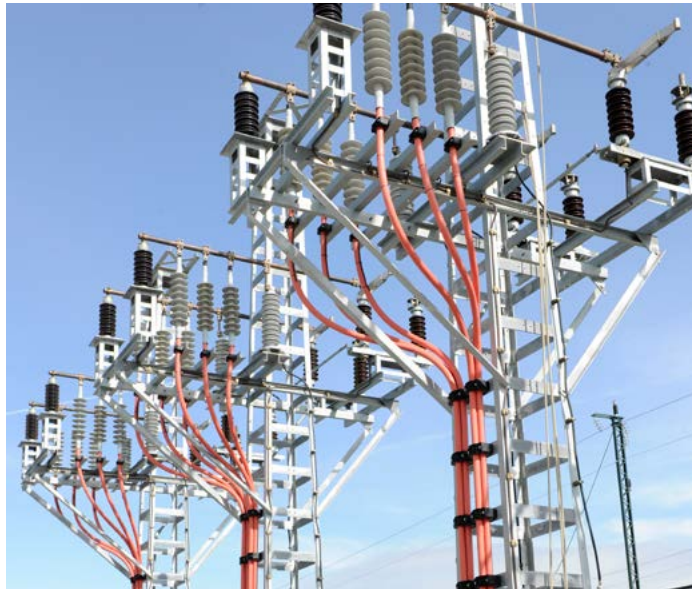
After studying ADIF - Alta Velocidad request, the process of recording and connecting the meter as a consumption point in ADIF-Alta Velocidad systems will begin, performing with the RME every necessary communication test to verify a correct connection and receipt of the measure between the onboard and ground systems.

After verifying a correct connection of the Onboard Measure Equipment, a period of testing in regular commercial service upon checking that the valid power measure is continuously and automatically sent from the electric unit to ADIF -Alta Velocidad systems.

After exceeding the test period, ADIF - Alta Velocidad will inform the RME of the operation date when the power unit will invoice through the onboard measure. This starting date shall correspond to the first day of the month following the communication date.

### SUPPLEMENTARY DOCUMENTATION

The SC-2 Service request models are available in Annex C



## 5.6. Prices and Ancillary Services

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

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 supply of ancillary services, as well as their prices, that Adif Alta Velocidad may provide, at Freight Terminals and Passenger Stations, is included in Chapter 7. Service Facilities.

Likewise, the descriptive files of ancillary services provided within Freight Transport Terminals and Passenger Transport Stations, as well as the terms of provision, access conditions and prices, are available in this NS, chapter 7, and in the catalogue of descriptive leaflets of this Network Statement's service facilities.

In accordance with railway sector Law 38/2015, article 102, of 29 September on prices and conditions of access to basic, supplementary and ancillary services provided by all operators at service facilities, as referred to in aforementioned Law, Annex I, paragraph 20, the opening and closing times shall be communicated to the infrastructure manager who will publish them in the network statement or they shall indicate a website where such information can be obtained free of charge in electronic format.

## 5.7. Sanctions and Financial Incentives

### 5.7.1. PENALTIES FOR PATH MODIFICATIONS

Not applicable.

### 5.7.2. PENALTIES FOR PATH VARIATIONS

Not applicable.

## 5.7.3. PENALTIES FOR NOT USING THE PATH

Addition to tariffs for capacity allocation, mode A, due to an inefficient use thereof.

The amount shall be the result of multiplying the unit rate by each train-km difference, in absolute value, between the number of train-kilometres allocated and the amount of train-kilometres performed, by type of line and type of service:

- To passenger services, for every train/kilometre difference - in absolute value - between the allocated capacity and the used one in a month by type of line and type of service, should said difference be over 2% of capacity allocated and if it exceeds said percentage.
- To freight services, for every train/kilometre difference - in absolute value - between the allocated capacity and the used one in a month by type of line, should said difference be over 15% allocated capacity and if it exceeds said percentage.

For more information, see Section 5.3 in this Chapter.

Given non-compliance with Framework Agreements.

## 5.7.4. PENALTIES FOR PATH CANCELLATION

Addition to tariffs for capacity allocation, mode A, due to an inefficient use thereof.

The amount shall be determined by multiplying the charging unit by each train-km difference, in absolute value, between the amount of allocated train-kilometres and the amount of train-kilometres performed, by line type of and service type:

- To passenger services, for every train/kilometre difference, in absolute value, between the allocated capacity and the one used monthly by line type and service type, should said difference be over 2% allocated capacity and when it exceeds said percentage.
- To passenger services, for every train/kilometre difference, in absolute value, between the allocated capacity and the one used monthly by line type, should said difference be over 15 %.

For more information, see Section 5.3 in this Chapter.

Given non-compliance with Framework Agreements.

### Penalties for not using allocated capacity at Service Facilities

Penalties for not using allocated capacity at service facilities are included in Chapter 7. Service Facilities.

## 5.7.5. INCENTIVES / DISCOUNTS

### 1.º Bonus to encourage rail transport growth

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

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

In order to encourage an efficient railway network operation and to promote new railway transport services in accordance with Art. 97 Rail Sector Act, a bonus shall be applied to the tariff for using lines in the General Interest Rail Network, modes A and B, for annual traffic increases.

The bonus shall be calculated by applying the formula set forth in Rail Sector Act, article 97.6, for this purposes.

For more information, see Section 5.3 in this Chapter.

## 2.º Bonus to incentivize ERTMS system implementation.

Bonuses in tariff modes A and B may be introduced in general State budgets laws to encourage ERTMS system implementation in trains. These bonuses will not have an impact on the railway infrastructure manager income.

These discounts shall exclusively affect the lines integrated in railway corridors, as specified in 2009/561/EC Decision, provided that for commercial traffic the use of trains equipped with ERTMS is not mandatory in said infrastructures.

## 3º Bonus to promote the use of infrastructure available capacity.

In order to promote the use of infrastructure available capacity, the infrastructure manager may introduce a tariff bonus for using lines that make up the General Interest Railway Network, in modes A and B, as applicable to certain paths available in a rail infrastructure line section. Said bonus shall be published in the General State Budget Law, and shall be guided by the following criteria:

The bonus paths shall be determined. Said paths may cover a rail line, section thereof, or be a set of paths covering a line or a section therein, or a geographical area determined by rail line sections.

A time interval shall be determined within a service validity period during which the bonus will be in force.

The traffic in the bonus strips shall be related to the bonus set for the tariff. Traffic may be determined by train-kilometres, frequency amount, passenger amount or passenger-kilometre amount. Different bonuses may be set within the same time interval and for different traffic volumes.

Upon publishing the discount, railway undertakings may present a traffic volume that they undertake to perform in a period determined by the manager.

Depending on the traffic volume, the total tariff for an interim period to be paid by the operator shall be determined applying the corresponding bonus.

The fee resulting from the entire period shall be monthly paid by the operator during the bonus valid period in equal parts.

The operator on a monthly basis shall pay the tariff resulting from the entire period during the bonus validity period in equal parts.

Only the tariff part corresponding to traffic not performed and therefore are below the traffic committed by the railway undertaking shall be returned if said traffic decrease is not attributable to the railway undertaking.

The manager may state that, should the railway undertaking perform more traffic than the committed one, said traffic shall be rewarded with a percentage of planned bonus.



## BONUSES FOR USING SERVICE FACILITIES.

Bonuses for using service facilities are included in Chapter 7. Service Facilities.

# 5.8 Performance Scheme

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

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

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

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

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

TABLE 1 P. P. S. I INDICATORS FOR TRAINS PER PRODUCT		
PRODUCT	PUNCTUALITY MARGIN	OBSERVATIONS
Long distance AV	15'	
Medium distance AV	15'	
Long distance not AV	30'	
Medium distance not AV	30'	
Commuter	20'	
Freight	100'	With the parameter of Adjusted Offer and Net Delay



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

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

$$RLL > I_p = \text{Unpunctual train}$$

The difference, measured in minutes, between the delay on arrival (RLL) and P.P.S.I indicator (Ip) determines the Computational Delay (Rc):

$$R_c = RLL - I_p$$

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

$$R_n > I_p = \text{Unpunctual train}$$

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

$$R_c = R_n - I_p$$

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

INDICATOR DELAY VALUE FOR SUPPRESSED TRAINS		
PRODUCT	MINUTES DELAY VALUE	OBSERVATIONS
HS Long distance	30'	
HS Medium distance	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 HS train	10 €/min	10 €/min	1 €/min
Delay caused by non-HS train	1 €/min	1 €/min	1 €/min

## Incentive Program Evaluation

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

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

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

**PHASE 3.-** Work continues on the necessary developments to incorporate commuter trains into the incentive system. Implementation is planned for 2023.

### Incentive System Monitoring Committee.

The Incentive Monitoring Committee - as prescribed by OM FOM/189/2015 is made up of the railway infrastructure manager and railway undertakings, with the participation of the National Stock Exchange Commission (CNMC). In 2018 it was constituted and by the end of the year the undertakings that operated in the General Interest Rail Network were incorporated. Ever since, any new undertaking that starts operating in the General Interest Rail Network is automatically incorporated into this committee.

#### INCENTIVE SYSTEM. Economic balance

This information will be published in the December 2023 update

#### mSummary of information related to disaggregation by type of delay.

This information will be published in the December 2023 update

# 5.9. Updating or Ammending Fees, Tariffs, and Prices

## RAIL FEES AND TARIFFS

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

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.adifaltavelocidad.es](http://www.adifaltavelocidad.es), and in successive Network Statement updates.

Under aforementioned application conditions, the Freight Transport Terminal (or set of these) and the specific service subject to the discount shall be indicated. In the same way, at least the price adjustment mechanisms, the validity period and commitments that the beneficiaries shall comply with shall be set.

Price discounts/incentives shall apply in an objective, transparent and non-discriminatory way, ensuring equal treatment to every client complying with application conditions.

The prices for services provided by the railway infrastructure manager shall be payable to the latter and shall finance their activity, aiming at ensuring a financial balance.

The pricing policy will tend to create a dynamic that favours operating expenses containment, adapting investments to demand real requirements, avoiding overcapacities or congestion problems.

## 5.10. Fees, Tariffs, and Prices Payment

### FEES AND TARIFFS INVOICING

Fees for using assets in the public railway domain (article 93 Law 38/2015). The rail infrastructure manager shall pay this fee for natural years, with the exception of accruals for periods shorter than the calendar year, which shall be calculated for that fraction of the year.

Regarding Rail Tariffs, the modes described may be liquidated either individually or jointly, under the terms of Law 38/2015 of 29 September ruling the payment terms and means of amounts due. The income from Tariffs for using rail infrastructures shall be paid by RUs or Authorized Applicants - for Modes D and E also rail rolling stock owners- upon a corresponding payment receipt, under the terms, periods and other conditions indicated in Rail Sector Act.

Regarding payable amounts, indirect taxes on service provision subject to tax shall apply under the terms established in the current legislation.

Questions that are not covered in this section shall be governed by Rail Sector Act and General State Budget Law fixing the prices of Rail Tariffs.

## PRICE INVOICING FOR PROVIDING BASIC, SUPPLEMENTARY AND ANCILLARY SERVICES

Economic considerations shall be required upon service request, activity performance or the use in question, and shall be made effective under the conditions set when these are fixed or updated.

Prices shall be payable by the Railway Undertaking or other Applicants that requested services from ADIF Alta Velocidad.

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

## OPERATION AND TRAFFIC MANAGEMENT

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# 6.1. Introduction

This section shows the standards relating to obligations that the railway undertaking or applicant and the infrastructure manager shall follow for train and shunting operations.

On the other hand, operation of railway services requires to adequately coordinate the information from the infrastructure manager and applicants, as well as from railway undertakings providing services.

Annex L details the general terms to use information services that the infrastructure administrator makes available to applicants and determines the information to be provided by applicants to the infrastructure manager in order to properly perform their duties.

# 6.2. Operating Standards

Railway traffic ruling sets the general operating rules so that trains running, and shunting is safely performed, efficiently and on time, both under ordinary and degraded operating conditions, including their effective recovery after an interruption. Likewise, the document provides a unique regulatory framework for operational processes in which there is a direct interface between the Infrastructure Manager (I) and the Railway Undertaking (RU), unifying the operating criteria of different IAs for different network gauges.

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

Furthermore, all personnel with duties related to rail traffic safety in the Railway Network of General Interest are bound to know the Railway Traffic Regulations and other rail safety regulation, safety management system or internal rule in their entities that may affect them, whilst performing their duties, see chap. 7 Conditions of Use of the Facilities.

In accordance with the European Railway Safety Directive, the liability of a safe operation in the railway system and any risk control thereto linked lies with the railway infrastructure manager and the RU. They are therefore obliged to define and implement the necessary risk control measures and, where appropriate, to cooperate with each other. Therefore, IM and RU Safety Management Systems (SGS, Sistemas de Gestión de la Seguridad) shall set up internal rules - according to current standards - or any necessary procedure to ensure compliance with this Regulation and any other national or European safety standards, including any Common Safety Method or TSI on Traffic Operation and Management.

The rail infrastructure manager has in its Management Safety System (SGS) a set of essential standards and provisions for train traffic and shunting, safely and efficiently performed. Staff involved in performing tasks related to traffic is bound to know them, in the part that affects them, in order to be able to apply them when performing their duties.

Where the personnel involved in duties related to traffic are not employed by infrastructure manager, but perform activities for infrastructure manager (railway undertakings providing services to railway undertakings ...), shall have the necessary documentation and information handed over by Adif SGS.

Atlantic and Mediterranean Rail Freight Corridors, shall be governed by regulation on traffic flow on every network of the various infrastructure managers where trains run. Consequently, routes along ADIF- Alta Velocidad owned Network shall be governed by national standards.

Railway Traffic Standards. Railway Traffic Standards in force, as well as any supplementary standard, is available on AESF website

[www.seguridadferroviaria.es](http://www.seguridadferroviaria.es)

In chapter 7 under this Network Statement, access conditions to service facilities are detailed in section 7.3.1, indicating the general principles that shall be taken into account - in the facility owner obligations and RUs obligations - these include a need to coordinate - both by the railway infrastructure manager and railway undertakings - the safety management system procedure – SGS - that shall govern the service provision or receiving terms.

Likewise, the facility owner shall provide railway undertakings with a list of authorized personnel, as well as the training programs that are a basis to grant authorizations. It is also the obligation of RUs to qualify personnel providing services at a service facility.

Regarding Rail Safety, some applicable criteria and conditions are detailed below:

## 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 signaller, 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 signaller 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 Infrastructure manager will be in Spanish, in accordance with Royal Decree 929/2020. In this sense and in accordance with European Union Directives, as well as Traffic Standards, any railway personnel interacting with Infrastructure manager 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, Infrastructure manager provides for the following procedure:

- ✱ The Railway Undertaking may apply for an exception addressing Infrastructure manager Traffic Directorate.
- ✱ Infrastructure manager 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 Infrastructure manager, shall be performed with reference to the risk analysis methodology provided for in Regulation 402/2013.

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

## APPLICABLE BASIC TRAFFIC STANDARDS

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

<https://www.seguridadferroviaria.es/>

### Standard supplementing RCF:

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

- a) Set criteria to facilitate its application.
- b) Adapt its application to specific cases.
- c) Identify and reduce risks, minimizing their consequences.

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

- Orders.
- Warnings.
- Train schedules.

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

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

The railway infrastructure manager shall have available for RUs and qualified Applicants a copy of supplementary regulations to the referenced RCF and shall facilitate a reproduction thereof at the strict cost price.

National or European standards governing railway safety and interoperability is available on the official website of the State Railway Safety Agency (AESF):

- ★ Normativa nacional: <https://www.seguridadferroviaria.es/normativa/normativa-nacional/normativa-general-ferroviaria>.
- ★ Normativa europea: <https://www.seguridadferroviaria.es/normativa/normativa-europea/normativa-en-materia-de-seguridad>.

## 6.3. Operational Measures

### 6.3.1. PRINCIPLES

Traffic control will be performed by Infrastructure manager with the purpose that actual train operations fit the assigned maximum capacities.

In order to carry out this task effectively, RUs will be required to provide all information required to the rail infrastructure manager on time and form, prior to train departure and during the journey. If the train technical features do not match those shown on the order that resulted in the capacity allocation, the rail infrastructure manager may adopt deregulation measures and even prevent its movement.

In particular, between the rail infrastructure manager and RUs a traffic agreement shall be established appointing authorized persons or organizations which are able to quickly take operational decisions, particularly with respect to operations and traffic interruptions.

### 6.3.2. OPERATING REGULATION

#### Criteria for Traffic Control

Traffic control should be based on transparent and non-discriminatory principles. Since its main purpose is to ensure maximum punctuality according to the allocated capacity, the rail infrastructure manager may apply, as it deems appropriate, the following regulatory criteria:

- Preference for trains with allocated capacity versus trains which have not ordered capacity.
- Preference for trains running in their path against those running behind schedule, with the purpose of minimizing the spread of delays in the mesh (mesh contamination).
- Preference in the event of disruptions in rail traffic due to a technical failure, accident or any other incident. In this case, appropriate measures shall be taken to restore a normal situation, as required by Article 37 in Law 38/2015 of 29 September of the Railway Sector.

### 6.3.3. TRAFFIC DISRUPTIONS

Applicable standards for traffic control, state that punctuality is not an exclusive duty of the railway infrastructure manager. RUs play a very important role in ensuring

that the trains (they own or of other RUs) run without delay. For this reason, the railway infrastructure manager will promote quality agreements with different RUs on service quality objectives and actions.

In accordance with, Law 38/2015, Art. 37 of September 29, on the Railway Sector and RD 929/2020, Art. 6.1 of 27 October on operational safety and railway interoperability, given any disturbance in railway traffic due to a technical failure, an accident or any other incident, the railway infrastructure manager must take all appropriate measures to restore an ordinary status.

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

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

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

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

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

## 6.4.IT APPLICATIONS

### ADIF Alta Velocidad 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 Infrastructure manager. It is also a repository for aforementioned documents, managing their publication communications and the corresponding acknowledgments of receipt addressed to RUs.

## RNE SCOPE

### Charging Information System (CIS)

The CIS is an infrastructure charging information system for Applicants provided by IMs and ABs. The web-based application provides fast information on indicative charges related to the use of European rail infrastructure and estimates the price for the use of international train paths. It is an umbrella application for the various national rail infrastructure charging systems.

Access to CIS is free of charge without user registration.

More information can be found on <http://cis.rne.eu>

or can be requested via the RNE CIS Support: [support.cis@rne.eu](mailto:support.cis@rne.eu)

### Train Information System (TIS)

TIS is a web-based application that supports international train management by delivering real-time train data concerning international trains. The relevant data are obtained directly from [IM name]'s systems and all the information from the different IMs is combined into one train run from departure or origin to final destination. In this manner, a train can be monitored from start to end across borders.

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](mailto:support.tis@rne.eu)

More information can be found on <http://tis.rne.eu>

### International Contingency Management (ICM)

ICM is a web application dealing with international contingency management, it is currently not applicable to Infrastructure manager managed Network area.





# 7

## SERVICE FACILITIES

7.1. Introducción

7.2. General Considerations on Service Facilities

7.3. Service Facilities

NETWORK STATEMENT 2024 ADIF-ALTA VELOCIDAD (1/07/2023)



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/ 2. INFRASTR.

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/ 4. CAPACITY  
ALLOCATION

/ 5. SERVICES  
AND CHARGES

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# 7.1. Introduction

The following are service facilities, for the purposes of Law 38/2015 of the Railway Sector,

- 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 for railway vehicles, with the exception of heavy maintenance facilities dedicated to high-speed trains or other types of rolling stock requiring specific facilities,
- f) Other technical facilities, including washing and cleaning facilities,
- g) Port, maritime, and river facilities linked to rail activities,
- h) Emergency facilities.
- i) Facilities for fuel supply and fuel supply at these facilities.
- j) Axle and gauge changers.

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

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

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

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

The National Commission on Markets and Competition through Resolution STP/DTPS/118/18, of 23 January 2019, published the common decision-making principles to apply the criteria in section 2 under Article 2.

Access to service facilities and service provision is governed by Law 38/2015, of 29 September, Rail Sector Act and Commission Implementing Regulation (EU) 2017/2177, of 22 November 2017, regarding access to service facilities and related rail services.

Rail infrastructure managers and other service facility operators shall provide access - under non-discriminatory terms – to every rail undertaking and other applicants - including access by rail - to said facilities and services provided therein.

Access to service facilities shall entail the relevant capacity request to the operator, who shall allocate it according to transparent and non-discriminatory criteria. For every service facility requested, and prior to starting its use, Applicants shall agree upon the facility use conditions, in order to preserve the orderly, efficient and safe operation of facilities.

Requests from railway undertakings and other Applicants to access service facilities and services provided therein shall be answered by operators within a maximum period of 1 month, from the business day following operator's receipt of the request. The request shall be complete and contain all documentation required by the operator in the facility descriptive document.

Above term shall apply to requests for service access to facilities in order to provide all services (basic, supplementary and ancillary).

In the case of requests to access service facilities linked to a path in "ad hoc" railway infrastructure, the maximum response time shall be 5 working days after receipt.

Above term shall apply to service facilities access requests to provide all services (basic, supplementary and ancillary).

Applications may only be denied when there are viable alternatives that allow rail undertakings to operate passenger or freight transport services on the same lines or alternative lines under economically acceptable conditions. However, this shall not imply the obligation of the person in charge of the service facility to make investments in resources or equipment that are necessary to meet all the requests made.

## 7.2. General Considerations on Service Facilities

Terms to access service facilities connected to the infrastructure manager's network are specified in the **Catalog of Descriptive Leaflets for Service Facilities**, a document available on ADIF Alta Velocidad website annexed to this NS. It includes all service facilities of the railway infrastructure manager and of other operators, grouped according to the following types of facilities:

- Passenger stations
- Passenger stations (commuter and metric gauge - RAM)
- Loading terminals (the general access requirements and conditions are indicated in the files available in catalogues)
- Port, maritime and river facilities connected to rail activities
- Rail equipment maintenance facilities
- Facilities for private use connected to the General Interest Rail Network
- Gauge and axle changers

To facilitate access to information on technical characteristics of service facilities, railway infrastructure manager has developed a computer application called PISERVI, Service Facilities Portal, available on ADIF-Alta Velocidad website as an annex to this NS.

PISERVI allows access to the information of service facilities: freight terminals, passenger stations, maintenance facilities, private loading stations, gauge changers, etc., through selective searches based on criteria such as: geographical location, type of 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.

Link: [PISERVI](#) 

General requirements and access conditions of Passenger Transport 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.

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 Managed

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 Catalogue, offering all service possibilities at service facilities and specifying the conditions and prices.
3. Flexibility: Adapting to new operating scenarios: changes in demand, number of operators, new technologies, new services, etc.
4. Sustainability: Economic, Social and Environmental.

The railway infrastructure manager may provide services at service facilities located at:

- Freight transport terminals
- Passenger transport stations
- General Interest Rail Network general scope

This chapter includes services provided at service facilities managed by Railway infrastructure manager, 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 Railway infrastructure manager 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.

## SERVICIOS COMPLEMENTARIOS

Supplementary services are provided at service facilities, owned by the railway infrastructure manager, aimed at enabling railway system operation, these shall be provided to Railway Undertakings and other Applicants as set in Art. 44, Law 38/2015, of 29 September, Railway Sector Act.

Supplementary Services offered by the railway infrastructure manager at any time, through the Network Statement, shall be provided in a non-discriminatory way to any Railway Undertaking requesting these.

These services are provided within the general scope of RFIG and are defined in chapter 5 of this Network Statement.

## ANCILLARY SERVICES

RUs may request Ancillary Services to the railway infrastructure manager or other providers. The service facility operator shall not be obliged to provide these services, although in case of providing these, it shall be in a non-discriminatory way to any Railway Undertaking that requests these.

Ancillary services are provided at service facilities, owned by the railway infrastructure manager, to Railway Undertakings and other Applicants as set established in Art. 44, Law 38/2015, of 29 September, Rail Sector Act. These services provision shall be under private Law.



## 7.3.1. COMMON PROVISIONS

### CAPACITY AWARDING AT SERVICE FACILITIES

Capacity allocation at service facilities is the allocation, by the railway infrastructure manager, of capacity at a service facility.

Access requests to services provided at passenger stations shall be in accordance with the procedure included in section 7.3.2.6. The general access requirements and conditions are included in section 7.3.2.5.

Capacity request at service facilities, tracks, shall be through SYACIS application - in accordance with transparent and non-discriminatory criteria. To this end, there is a standardized process, applicable to service facilities managed by Adif that are located at passenger transport stations, at freight transport terminals and any other facility determined by infrastructure managers outside the scopes specified above.

Railway Undertakings and Applicants, owners of rolling stock, freight forwarders, loaders and transport operators shall make their requests and - upon allocation - shall be entitled to use them under the conditions indicated in the descriptive files of service facilities.

This process shall apply to capacity allocation requests to use.

TYPE OF FACILITY	TARIFF	CLIENTS
Tracks with train stabling platform, for other operations.	<b>C2</b>	RAILWAYS UNDERTAKINGS
Sidings, shunting yards, shunting and train formation facilities, maintenance facilities, washing and cleaning, fuel supply.	<b>D</b>	RAILWAYS COMPANIES AND ROLLING STOCK OWNERS.

The list of tracks offered at service facilities owned by the railway infrastructure manager are published in the Catalogue of Capacity Offer at Service Facilities of this NS, available on ADIF - Alta Velocidad website, as an annex to this DR. Authorized users shall also be able to 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. GIS, is not bound to any allocation. The **GIS** is authorized to adjust the capacity of a facility in order to perform scheduled maintenance operations, replacement or expansion of assets in it.

Any modification at these facilities shall be communicated to clients of the same, immediately included in the SYACIS application and published in the corresponding updates of the Network Statement.

## A. TYPES OF REQUESTS

Capacity allocation requests, which shall be run on SYACIS application, shall be based on client's need and technical feasibility of the facility. These requests may be linked to trains in their Transportation Plan, or not linked if they cannot define a specific list of trains in their Transportation Plan, but know the need to use the service facility on a regular basis.

Service facility infrastructure managers and Applicants may enter into long-term agreements (over 4 years term) in order to reserve capacity in a service facility, as according to a framework agreement in compliance with Rail Sector Act, art. 38.3, on capacity reserves on the linear infrastructure (path). These agreements shall have the same characteristics as the framework agreement on capacity reserve on the linear infrastructure included in Rail Sector Act, arts. 38.4 and 38.5.

When requesting capacity, clients may choose amongst the following types:

### With Capacity Reserve

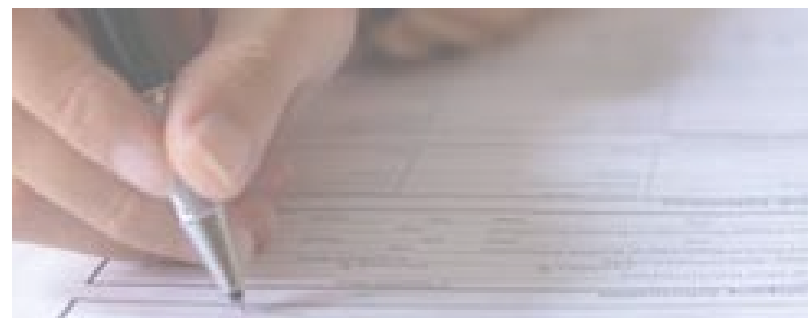
#### 1. For Periods of Continuous Use

Capacity reserve if the client requires it during 24 hours in a day, a usage for 30 calendar days or longer, and up to a maximum of 4 years.

#### 2. For Occasional Use Periods

Capacity reserve in cases where the client demands using for hours or full day (from 00:00 hours to 24:00 hours) the facility, for a period between two dates, for consecutive days, intermittent or cadenced.

These requests shall be linked to a train.



### Without Capacity Reserve

#### For Occasional Use Periods

Capacity request in cases where the client demands an occasional use of the facility either for a full day from 00:00 hours to 24:00 hours, or for hours.

Exceptionally, the client may require an immediate punctual use for hours, without the possibility of knowing precisely the service facility (concrete track) or the time of use.

These requests shall be linked to a train without certain running.

## B. ALLOCATION CALENDAR

Requests made to the Service Facility Manager (GIS), through the SYACIS application, shall be submitted with the following deadlines:

## For Requests type A: with Capacity Reserve

The Service Facility Manager will make available to clients, every two months, service facilities available so that they can make this type of request.

In order to respond to requests submitted after the deadline and resulting in a a substantial alteration by the client of the operating schemes, the Service Facility Manager shall assess the extent of the needs, informing in due time of any provisional capacity allocation and, in any case, it shall be necessary to make a new request on the next allocation period.

## For Requests Type B: Without Capacity Reserve

These requests shall be made at least seven calendar days in advance.

For exceptional and justified reasons, clients may request capacity for a service facility with less than seven calendar days in advance. Said type of requests can only be presented from Monday to Friday, before 12 o'clock on the day before train departure, and shall identify the train to which the request is linked. The response shall be notified before 18:00 on the same day.

Given immediate needs arisen less than a day in advance, GIS will process an eventual temporary capacity allocation according to the existing residual capacity, allowing the client to formalize subsequent adjustments based on the facility capacity actually used (track and time). Finally, GIS shall verify these adjustments in accordance with the verified effective use, validating or amending these, and shall inform the client of the final capacity allocation.

These requests shall be linked to the immediate/special path that the occupation at the service facility generates, leaving the GIS exempt from the commitment that guarantees capacity allocation at the facility.

In the case of fuel supply at fixed and mobile points, the allocation of capacity is implicit in supply service provision and does not require a capacity allocation request.

The calendar for capacity allocation for 2024 is detailed below.



# CALENDAR

## 2024



## C. PROCESS PHASES

The Service Facility Manager shall analyze client requests, optimizing response times and the capacity of the facility.

The capacity allocation process is divided into the following phases:

### REQUEST PHASE AND CAPACITY STUDY

The client shall request capacity through SYACIS application, by means of the authorizations granted for said purposes. Exceptionally, given no computing connection, these shall be sent by any other written mean that guarantees receipt and record.

Formalizing a capacity request implies accepting the conditions of the service facilities.

Requests received are recorded by entry date and time. Should the application not contain all the information required according to the service facility description - as necessary to make a decision - the facility service operator in question shall accordingly inform the Applicant and thereby set a reasonable deadline to submit it. When it is not submitted within that period, the request could be rejected.

Prior to the official request, the client may consult the GIS on available capacity through telematic means.

GIS will do the study of requests received and the allocation will proceed according to the following criteria:

- a) Given available capacity for all Applicants, this shall be allocated.
- b) If capacity requests coincide for the same period and for the same service facility, the allocation shall seek a maximum use of the facility and its technical characteristics, taking into account, in descending priority order, the following allocation criteria:
  1. **Type of transport service.** The differentiated use of the facilities under the various types of transport services, for long distance passengers, commuters and medium distance or freight.
  2. **Duration of use.** Priority shall be given to requests that encourage the continued use of the service facilities:
 

A1 type requests over A2, and within A1, the ones with the longest use period.

For A2, the ones with the most used requested period between two dates, taking into account the relationship between the number of days requested and the total days contained in the period.
  3. **Funcionality.** Requested use compatibility with the facility functionality (training and shunting, siding, maintenance, ...) and its equipment.
 

As to charging points, the following will additionally be taken into account as allocation sub-criteria:

Other logistics needs, prioritizing requests for other spaces next to the cargo area, in order to favour and ensure all transport operation logistics.

Priority of shippers in capacity allocation processes over carriers, in order to favour freedom to choose a railway undertaking.
  4. **Request Order.** In case of equality in the above criteria, it shall be allocated according to the request entry order.

## Coordination Phase and Interim Allocation Proposal

The coordination phase has been conceived to solve possible conflicts that may arise as to capacity allocations.

If it is not possible to initially attend the requests, GIS will offer alternatives on available capacity, to look for a coordinated solution with the client to resolve conflicts that may arise between requests and capacity allocations, as long as it is technically viable.

Upon completing the coordination process, GIS will communicate the proposal for provisional capacity allocation to the clients, and they will have to accept or refuse within the stipulated period through SYACIS application. Upon deadline and given no client's acceptance of the provisional capacity proposal, the GIS may freely dispose of it.

For more information see Annex K Conflict Resolution Procedure.

## Claim Phase

In this phase, clients may make claims on the proposal for provisional capacity allocation that GIS communicated. Requests, which are not possible to satisfy, will be duly communicated.

For more information see Annex K Conflict Resolution Procedure.

## Communication Phase of Definitive Capacity Allocation

Finally, the GIS will communicate the definitive capacity allocation, through SYACIS application. The Service Facility Manager will publish the accepted capacity, which shall not breach at any time the principle of confidentiality.

## D. SPECIAL MEASURES IN CASE OF RAIL TRAFFIC DISRUPTIONS

Should it be necessary during the transport process to segregate or remove material, due to incidents that occurred, in order to avoid problems with rail traffic, railway infrastructure manager traffic area may exceptionally allocate capacity, and the client is compelled to update this allocation on SYACIS application as soon as possible.

## E. MONITORING AND CONTROL OF THE ACTUAL USE OF ALLOCATED CAPACITY

Clients are obliged to use the capacity obtained at service facilities under the terms of use accepted and making optimal use thereof.

The unjustified unused or lack of systematic use, attributable to the client, of a service facility, involving an important breach of an efficient use, may be a reason to modify or delete the capacity allocated by the Service Facility Manager.

The Service Facility Manager may perform analysis of the level of use of the service facilities as deemed appropriate with the information given by clients or available by the Service Facility Manager.



## F. CANCELLATION OF THE CAPACITY ALLOCATION

Clients may request to cancel the capacity allocation at service facilities subject to D and E modalities. Cancellation requests will be submitted by telematic means to the GIS. The request shall be analysed and afterwards the rail infrastructure manager shall inform the requesting client of the resolution in the terms and conditions set out in Art. 98.4 in Rail Sector Act.

For facilities with capacity reserve for a period of continuous use, or for a certain period of hours or full days, cancellations must be performed at least 30 calendar days in advance and:

- When 50% of the allocated period has not been used, a minimum amount equivalent to 50% total tariff shall be paid.
- When over 50% of the allocated period has been used, no penalties shall be payable.

For facilities without reserved capacity which have been requested for an occasional use period of a full day or hours.

- Any cancellation made with more than 24 in advance of the use of the facility, shall not be penalised.
- Any cancellation made less than 24 hours in advance of the facility use shall entail the payment of 100% tariff.

## G. MAINTENANCE AND EXCEPTIONAL CAUSE

Whenever required to perform maintenance work at service facilities, the Service Facility Manager may change on a temporary basis the allocated capacity prior communication with 30 days notice to the affected clients.

When for exceptional and duly justified reasons, some service facility has been temporarily unusable, the GIS reserves the right to a partial modification or cancellation of the allocated capacity, which will be communicated to the client with the alternatives that could be offered, derived from this circumstance. Affected clients shall not be entitled to claim compensation.

## CONDITIONS TO USE ADIF ALTA VELOCIDAD OWNED SERVICE FACILITIES

The allocation and use of service facilities is subject to the payment of the tariffs referred to in Art. 98 of the Rail Sector Act and which corresponding amounts to each component shall be determined under Law on State Budget and published in the Statement Network.

The tariff does not include the electricity, water, diesel, telephone service supply or of another type, which shall be separately invoiced, depending on the data provided by the owner.

In cases where, for reasons beyond the client, the facility is not in work order under the terms set in this document, there shall be no tariffs accrued.

## Obligations of the Rail Infrastructure Manager

Rail Infrastructure Manager has the following obligations with regard to the use and functionality of the service facilities:

- a) Ensure access to the facility when there is available capacity.
- b) Respond to client requests for capacity in good time according to the allocation process.
- c) Ensure the operation of the service facility for as long as the client maintains the allocated capacity or offer an equivalent alternative to capacity if necessary.
- d) Inform clients of changes to the catalogue of service facilities.
- e) Written response to client complaints within a maximum period of 30 days after receipt.
- f) Inform clients with a minimum advance of 2 months of use restrictions at service facilities by reason of programmed repair, maintenance, renewal, expansion or improvement of assets linked to them.
- g) Inform clients of plans to expand and improve of assets linked to the facility, driven by increased client demand.
- h) Inform railway undertakings of infrastructure manager procedures that define the activities performed at railway service facilities.
- i) Coordinate with railway undertakings, SGS procedures that shall govern the conditions of the services provided.



## Obligations of the Client

Client obligations regarding the use of service facilities, are as follows:

- a) Ensure, before requesting the capacity of a service facility, the suitability to function as designed.
- b) Ensure compatibility between the capacity allocated for traffic on lines of the General Interest Rail Network (path) and the use availability at the service facility expected to be used.
- c) Ensure, before starting to use a service facility, the provision of services that could be required on it for rail equipment operations, loading/unloading operations, ...
- d) Inform the owner, before starting to use the facility, of developing activities that are likely to generate pollution or waste that require specific management system. Of the system used and adopted prevention measures, it shall provide the necessary certificates for this purpose.
- e) Inform the owner, at the beginning of using the facility of any circumstance involving the lack of effectiveness of the service facility.
- f) Comply with railway safety requirements and, in particular, with the provision of railway personnel relevant qualifications and with the railway rolling stock conditions, as well as with occupational risk prevention.

- g) Use the facility for the purposes specified in their request for capacity.
- h) Guard the rolling stock, the loading ancillary items and the freight at service facilities owned by the client.
- i) Inform the owner of the facility of any accident or incident as well as anomalies or failures that occur at the service facility.
- j) Remove rolling stock from service facilities upon expiring the time given in the capacity allocation, leaving it in operating conditions.
- k) Provide that qualified personnel who are going to coordinate train operations with the railway infrastructure Manager Signaller are at the service facility with sufficient time to avoid delays in his/her operations.
- l) Inform the infrastructure manager of the railway undertaking procedures that define the activities performed at railway service facilities.
- m) Coordinate, together with the infrastructure manager, SGS procedures that shall govern the conditions of the services received.
- n) Authorize the personnel providing services at a service facility.

## Railway Infrastructure Manager Liabilities

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.

## INCIDENTS, ACCIDENTS AND ABNORMALTIES

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, autonomous 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:

- I) Shall require to the client to remove the rolling stock, ancillary elements of cargo and freight which are at service facilities, and any other item that the Client may have installed on its own or by others at the facility or space as indicated by the Service Information Manager.
- II) Should it not be able to remove it on time, GIS shall authorize the affected client, who can not use the facility, to remove the railway stock, by its own means or of third parties, to the facility indicated by GIS.

The Service Information Manager shall in no case be responsible for any damage caused to the affected client if the former can not use the facility for any reason of inappropriate use by other clients. In these cases, the affected client is entitled to pass on to the company that unduly occupied the service facility the amount for the damages that could have caused.

- III) The Service Information Manager shall pass to the client that inappropriately occupies the service facility the tariff for an occasional use period.

Notwithstanding the above, in the event of any breach of the conditions of use of the facility, could apply Title VII, Penalty and Inspection System of Rail Sector Act.

## Use of Facilities by several Successful Bidders

A service facility may be used by multiple clients, although the facility is allocated, with reserved capacity, initially to a client (main contractor), for a period of time and provided it is not saturated.

The Service Information Manager may request to the main contractor that other clients use this service facility (secondary awardees), if the surplus capacity is compatible with operations scheduled by secondary awardees.

The main contractor may authorize the use of this excess capacity in favor of secondary, in which case they shall be entitled to the allowances provided for under Rail Sector Act.

In cases where the main contractor and the Service Information Manager agree to use excess capacity by the secondary, the main contractor shall be obliged to make it available in the agreed timetables.

Should the main contractor not access to share the excess capacity, the System information Manager shall verify the use of the allocated capacity and may modify it if it is compatible.

## Usage Measuring Criteria of the Allocated Capacity

The System Information Manager shall measure the use of the capacity allocated to the clients at service facilities depending on the effective occupation thereof (use)



and of the allocated capacity (availability).

In order to measure the effective use, the total length of tracks occupied in service facilities with identical functionality, at a determined station or terminal, during the allocation period.

To calculate the allocated use, the total length of tracks allocated shall be taken into account at service facilities with identical functionality, of a particular station or terminal, for the allocated time.

The use shall be determined by the relationship between the effective use and the allocated.

In the event that the Service Information Manager expects that a particular service facility may be used by multiple clients, he/she may request a responsible statement for the level of activity that will be carried out in it, in order to compare the estimations made by the client which served as the basis for his/her capacity request and the effective use he/she is making.

Given the risk that some companies intend to have a long-term capacity, particularly at the most congested facilities, the rail infrastructure manager reserves the right to introduce, with immediate effect, stricter use thresholds that would justify the revocation of such capacity or, given the case, the mandatory facility sharing with secondary awardees.

## Claims

The client has the right to file a claim to the owner of a service facility in case of discrepancy in their actions.

These claims shall be submitted within one month after the event or the corresponding decision that caused the discrepancy.

The owner of the facility agrees to give written response to the claims raised by clients concerning allocation/removal/change of capacity within a maximum period of 30 days.

The owner of the facility is committed to responding in writing to property claims raised by clients for damages resulting from their actions within the legally set period for this purpose.

In the cases provided for in the Rail Sector Act, the client may go to the National Commission of Markets and Competition, in accordance with Law 3/2013, of 4 June, on creation of the National Commission of Markets and Competition.

## RIGHT TO INFORMATION

Clients may consult the catalogue of service facilities through the Network Statement or on a website where such information may be obtained free of charge in electronic format.

## Investments in Service Facilities

Owners of service facilities shall be responsible for maintenance and replacement of service facilities included in the Catalogue of Facilities.

Notwithstanding the above, clients may make investments in equipment as they deem necessary for their activity at service facilities, with prior authorization of the facility owner. Therefore, the client shall submit the corresponding request to the latter, reporting in detail the actions in equipment intended to be performed at said facility.

The owner of the facility shall analyze the technical and economic viability of the proposal and may reject it with reasons.

Should the rail infrastructure manager consider the interested client's proposal technically and economically viable, the required authorizations shall be set and, where appropriate, aforementioned investment shall be contractually standardized, and its financing shall be made, in any case, on behalf of the interested client.

## 7.3.2. PASSENGER STATIONS

### 7.3.2.1. GENERAL INFORMATION

These are Specialized railway infrastructures for passenger. Stations managed by the railway infrastructure manager with a commercial stop for passenger transport trains are identified as Passenger Stations.

Passenger stations are a set of buildings and facilities designed to fulfill the needs of rail transport system users, passengers and their companions, and of RUs.

Passenger stations are made up of:

- Buildings and facilities intended to serve passengers.
- Buildings and facilities used for own services related to station operations or for services from/to RUs linked to rail transport and station operations.
- Platforms.
- Train-stabling tracks, with platform for passenger up and down and without platform for sidings.
- Gaps between access tracks to platforms, at the same level or at different level of tracks.
- Items and access spaces to the station and communication with other transport modes.
- Protection and safety elements at the station.

For the purposes of these access conditions, the following are not part of the station:

- Infrastructure elements and track superstructure, since the Catalog does not cover tracks at stations in terms of capacity allocation or use of railway lines.
- Buildings, facilities, accesses and land specifically used for internal services of the railway infrastructure manager or not directly related to the operations at the station.
- Premises, offices and marketing activities of spaces for third parties, that are not RUs at the station's passenger building or other independent buildings.
- Land leasing activities.



In accordance with Law of the Railway Sector, passenger transport stations shall be classified into 6 categories according to their technical characteristics, service provision and intensity. The list of passenger transport stations owned by Adif and their category are available in this chapter, CHART "Classification of Stations".

Service facilities (tracks) of Passenger Transport Stations made available to RUs are included in the service facilities Capacity Offer catalogue, available on Rail Infrastructure Manager website, as an annex to this NS and in SYACIS application.

## 7.3.2.2. SERVICES

### BASIC SERVICES

#### SERVICE OFFER

Upon infrastructure capacity allocation, RUs may need to provide certain services at passenger transport stations in order to perform their rail transport passenger commercial operations.

In these cases, railway undertakings shall request access facilities where a basic service provision is required as determined in the procedure set for that purpose, since they could require to use spaces (premises, warehouses, platforms, ...) at the station.

The furniture inside the premises is the responsibility of RUs, there are no restrictions other than those arising from legislation on safety, fire protection, environmental, accessibility or other applicable laws.

BASIC SERVICE	PASSENGER STATIONS
<b>SB-1</b>	Train stabling services on tracks with platform for commercial services or other operations and sidings.
<b>SB-5</b>	Access to buildings and platforms at passenger transport stations for passenger use
<b>SB-7</b>	Premises for attended Ticket Sales and Information Services
<b>SB-8</b>	Space for Ticket Sales and Information machines
<b>SB-9</b>	Premises for service personnel on board
<b>SB-10</b>	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 SIDINGS
DESCRIPTION	Train stabling services on tracks with platforms for commercial services, other operations and sidings
PROVISION REGIME	<p>By ADIF Alta Velocidad</p> <p>Service provided by the Capacity Manager (CG) to stable trains for commercial services, as indicated in the Network Statement.</p> <p>Service provided by the Service Facility Manager (GIS) to stable trains for operations other than commercial service and sidings, in accordance with the Network Statement.</p>
SERVICE CONDITIONS	<p>It includes train stabling and platform use for commercial passenger services. Train stabling entails obtaining Stabling Capacity, granted upon path allocation.</p> <p>It may also include - upon RU request - tracks with platforms, defined in the track occupancy chart, for operations other than stabling for commercial passenger services such as cleaning, loading and unloading of on-board services, etc. and siding given service facilities at stations to allow their provision.</p> <p>Train maintenance operations are expressly excluded.</p>
REQUESTS	<p>RU has the obligation to request in SIPSOR - or by any other mean set forth in this NS - the required stabling time on station tracks for commercial passenger services, in accordance with the Network Statement.</p> <p>RUs are bound to request capacity in SYACIS, upon requirement, to use tracks with platform for operations other than commercial services and sidings in accordance with the Network Statement.</p>
PRIORITY CRITERIA	As set in the Network Statement
ECONOMIC CONDITIONS	Service subject to tariffs. Modes C and D, and detailed in the Network Statement

SB-5	ACCESS TO BUILDINGS AND PLATFORMS AT PASSENGER STATIONS FOR PASSENGER USE
DESCRIPTION	Access to buildings and platforms at passenger stations for passenger use
PROVISION REGIME	By ADIF Alta Velocidad Service provided by the Capacity Manager when access is linked to the allocation.
SERVICE CONDITIONS	It includes passenger use of station common facilities, and services available therein, considered to be lobbies, waiting rooms, passenger accesses, etc. It also includes information related to train services stopping at the station and the station's own services, in Spanish and, where appropriate, in the co-official languages of the relevant Autonomous Communities. It includes proper operation of facilities and adequate station maintenance and cleaning conditions. The rail infrastructure manager performs the service taking into account the station category.
REQUESTS	As set in the Network Statement
PRIORITY CRITERIA	As set in the Network Statement
ECONOMIC CONDITIONS	Service subject to tariffs. Mode A, and included in the Network Statement



SB-7	PREMISES FOR ATTENDED TICKETS SALES SERVICE AND INFORMATION
DESCRIPTION	Premises rented to be used by RUs to provide attended ticket and information services.
PROVISION REGIME	<p>RUs shall perform this service in self-provision on the area leased by ADIR - Alta Velocidad.</p> <p>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.</p>
SERVICE CONDITIONS	<p>ADIF Alta Velocidad 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.</p> <p>Ticket and information stores can be located in a closed space independent to the lobby, as a preferred option, with their own surface for clients waiting, or it can be a room open to the lobby when this alternative is not possible.</p> <p>Premises shall have electrical and communications sockets to install RU equipment.</p> <p>At the premises RUs shall able to install all furniture and equipment as considered to be necessary to provide sales and information services to clients.</p> <p>Should it be necessary to adapt the works inside the premises, the project approval shall be expressly required by the railway infrastructure manager.</p>
REQUESTS	Annual and multi-annual, according to procedure requirements. Anyway, Long-term applications shall be valid over the term of the Framework Agreement, at most.
PRIORITY CRITERIA	<p>As seen in the procedure</p> <p>Should any RU - upon request for new spaces, premises and/or services - already have one consolidated for providing service therein, it shall be taken into account for new allocations, in the percentage represented.</p> <p>Upon allocating the service, the contracts set for that purpose with RUs shall be considered a priority criteria for new requests from other RUs.</p> <p>The Railway Undertaking with most stops at the station shall have preference upon choosing the location, and so on.</p>
ECONOMIC CONDITIONS	<p>Invoicing unit is €/sqm-month</p> <p>Prices specified in section 7.3.2.4</p> <p>It does not include expenses for consumption, supplies, services, cleaning or maintenance arising from the use of premises, which shall be paid by RUs.</p> <p>"The lessee shall pay for all taxes levied or arising from the activity to be developed in the leased premises, i.e. the relevant Real Estate Tax."</p>
PLANNED CHANGES TO SERVICES	At stations of Barcelona Sants, Madrid Puerta de Atocha Almudena Grandes, Madrid Chamartín Clara Campoamor and Valencia Joaquín Sorolla the allocated premises may be affected by the works to extend and improve these stations. The infrastructure manager shall provide, if necessary, alternative premises to provide 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	<p>RUs shall perform this service in self-provision on the area leased by ADIF - Alta Velocidad.</p> <p>RUs shall rent premises to install ticketing machines for passenger transport services, information and client services related to this activity, i.e. stamping machines</p> <p>Client support services will correspond to RUs.</p>
SERVICE CONDITIONS	<p>ADIF Alta Velocidad shall provide to different RUs spaces intended to place machines.</p> <p>A standard area of 0.75 sqm is assigned per machine.</p> <p>Spaces shall have electrical and communication sockets to install RU equipments.</p> <p>Machines shall be located in a space in the lobby with good visibility, installed in a grouped way to transfer the management unit image and facilitate their attention, given any incident.</p> <p>Project authorization is expressly required by the railway infrastructure manager.</p>
REQUESTS	Annual and multi-annual, complying with the procedure
PRIORITY CRITERIA	<p>As provided for in the procedure.</p> <p>Should any RU - upon request for new spaces, premises and/or services - already have one consolidated for providing service therein, it shall be taken into account for new allocations, in the percentage represented.</p>
ECONOMIC CONDITIONS	<p>Invoicing unit is € / machine-month (for a standard surface)</p> <p>Prices specified in section 7.3.2.4</p> <p>Units which occupancy exceeds the standards shall be invoiced as 2 units.</p> <p>Electricity consumption is price included.</p> <p>It does not include service, cleaning or maintenance expenses arising from machine use, which shall be born by the RU.</p>

SB-9	PREMISES FOR PERSONNEL ON-BOARD
DESCRIPTION	Lease of premises for service personnel on board Railway Stations OF PASSENGERS AND FREIGHT
PROVISION REGIME	RUs shall perform this service in self-provision on the area leased by ADIF - Alta Velocidad.
SERVICE CONDITIONS	<p>ADIF High Speed shall make available to different RUs premises located so that they can serve their on-board personnel within the scope that they define.</p> <p>Premises dedicated to attending on board service personnel shall be identified in the Commercial Services plan to RUs, which shall be made available to them upon request.</p> <p>Premises shall have electrical outlets to install RUs own equipment.</p> <p>Within the premises the RU shall be able to install all furniture and equipment as deemed necessary to attend on board service personnel.</p> <p>The installation of information supporting media outside the premises or located on the premises façade, in order to view from outside the premises, is not authorized, except for a n undertaking corporate identification.</p> <p>Should it be necessary to perform adaptation works inside the premises, the project approval shall be expressly required by the rail infrastructure manager.</p>
REQUESTS	<p>Annual, and multi-annual, in accordance with procedure requirements. Long-term applications shall be valid over the term of the Framework Agreement, at most.</p> <p>ADIF Alta Velocidad does not guarantee premises to attend on-board personnel for monthly requests.</p> <p>As it is a basic service at least one premise is guaranteed for every RU on board service personnel upon request, when they have a commercial stop at the station, other spaces are subject to availability.</p>
PRIORITY CRITERIA	<p>As seen in the procedure.</p> <p>Should any RU - upon request for new spaces, premises and/or services - already have one consolidated for providing service therein, it shall be taken into account for new allocations, in the percentage represented.</p>
ECONOMIC CONDITIONS	<p>Invoicing unit is € / machine-month (for a standard surface)</p> <p>Prices specified in section 7.3.2.4</p> <p>It does not include service, cleaning or maintenance expenses arising from machine use, which shall be borne by the RU.</p> <p>"The lessee shall pay for all taxes levied or arising from the activity to be developed in the leased premises, i.e. the relevant Real Estate Tax."</p>
PLANNED CHANGES TO SERVICES	At stations of Barcelona Sants, Madrid Puerta de Atocha, Madrid Chamartín Clara Campoamor and Valencia Joaquín Sorolla the allocated premises may be affected by the works to extend and improve these stations. The infrastructure manager shall provide, if necessary, alternative premises to provide the service..

SB-10	ADIF SERVICE TO ASSIST PEOPLE WITH DISABILITIES AND/OR REDUCED MOBILITY AT STATIONS		
DESCRIPTION	<p>Making a service available to Railway Undertakings for people with disabilities and/or reduced mobility to access stations, assisting them in their transit, using, for this, mechanical means or through personal accompaniment at stations either with permanent or occasional service. At stations with occasional service, it includes passengers getting on or off the train and, if necessary, accommodation on their seat with wheelchair anchoring or unanchoring at the place set for this purposes.</p> <p>The service is performed based on railway traffic evolution, needs of Railway Undertakings and requests from Associations of people with disabilities and of different Public Administrations.</p>		
PROVISION REGIME	By Adif		
SERVICE CONDITIONS	<p>At every station a meeting point shall be defined to receive and gather clients.</p> <p>The infrastructure manager shall define the means to receive the information from Railway Undertakings in order to know at all times which stations, for which trains, as well as the required assistance.</p> <p>The assistance service for people with disabilities and/or reduced mobility will include the following modes:</p> <ul style="list-style-type: none"> <li>• <b>Permanent service:</b> Provided at stations with a Mobility Assistant permanently present throughout the station's commercial opening hours. Assistance requests will be covered up to 30 minutes before the train departs. Annex 1, included in section 7.3.15, details the stations where this service is provided.</li> <li>• <b>Occasional service:</b> Provided at stations with no Mobility Assistant permanently attending, but rather the Assistant goes to the station to provide assistance upon request from Railway Undertakings with a minimum notice of 12 hours before the train departs. It includes the passenger getting on or off the train and, if necessary, the accommodation on their seat with the wheelchair anchoring and unanchoring at the place set for this purpose. Annex 2, included in section 7.3.15, details the stations where this service is provided.</li> </ul> <p>Services shall be provided, both when travelling begins and up to the arrival station.</p>		
REQUESTS	As far in advance as possible and, at least, with the times indicated for permanent or occasional modes.		
PRIORITY CRITERIA	All assistance meeting set deadlines is guaranteed and - as far as possible - the service basic principle shall be that a passenger with a disability and/or reduced mobility shall never fail to be attended to if requested.		
ECONOMIC CONDITIONS	<p>Invoicing unit:</p> <p>Permanent Service: € / equivalent passenger</p> <p>Occasional Service: € / Assistance</p> <p>Prices specified in section 7.3.2.4.</p>		
SERVICE PLANNED CHANGES	<p>Pandemic or any other crisis with an impact on rail transport mobility, may require the infrastructure manager to optimize and rationalize measures to provide this service, eventually reducing costs for Railway Undertakings.</p> <p>Amongst potential measures are the following:</p> <ul style="list-style-type: none"> <li>• Adapting the resources available based on the expected demand.</li> <li>• Extending the term to provide the service at permanent stations.</li> <li>• Changes to the service provision ways when it is possible to define – depending on demand - which stations with permanent assistance service turn to offer timely assistance.</li> </ul>		

## ANCILLARY SERVICES

### SERVICE OFFER

After allocating infrastructure capacity to RUs, they may need to provide certain services at passenger transport stations to perform their commercial operations related to rail transport.

Railway Undertakings that intend to perform a service considered as ancillary, shall contact the Passenger Stations Directorate in order to analyse the available spaces and their compatibility with all station operations.

When ADIF Alta Velocidad 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.

#### Offer:

ANCILLARY SERVICES	PASSENGER STATION
SX-4	Spaces to provide attention services and timely information
SX-5	Platform space for storing mobile equipment
SX-6	Prior commercial control of access to trains
SX-7	Last minute service point
SX-8	Lockers in a shared changing room
SX-9	Lost & found
SX-10	Premises to attend preferred Clients
SX-12	ADIF ACERCA Service to assist people with disabilities and/or reduced mobility to step on and off trains

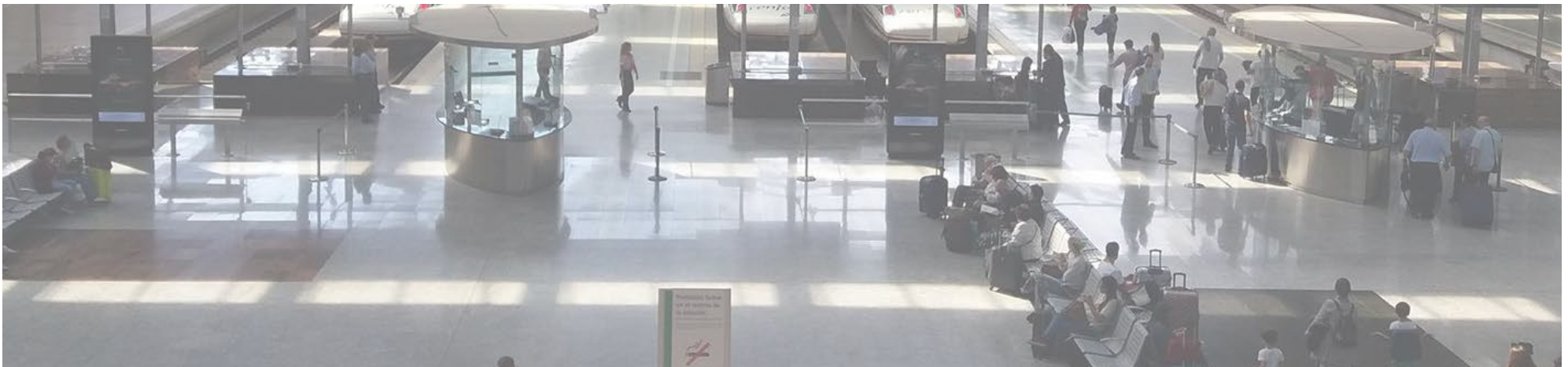


## SERVICE OFFER DESCRIPTION

The description, requirements, provision terms, etc. of every service is individually defined in the corresponding descriptive leaflets:

SX-4	SPACES TO PROVIDE ATTENTION SERVICES AND TIMELY INFORMATION
DESCRIPTION	Lease of space for RUs to provide EXCLUSIVELY information service and timely attention to its customers..
PROVISION REGIME	RUs shall perform this service in self-provision on the area leased by ADIF - Alta Velocidad
SERVICE CONDITIONS	<p>ADIF High Speed may provide different RUS with spaces for counters.</p> <p>The spaces may have, upon client request, electric outlets to install RU equipment.</p> <p>Authorization of the counter type to be installed is required, expressly, by the rail infrastructure manager.</p> <p>Counters that occupy a space of over 4 sqm shall not be installed</p> <p>Assembly, disassembly and storage, shall be Carried out by the RU upon requirement.</p>
REQUESTS	Monthly, daily, and hourly, in accordance with procedure requirements..
PRIORITY CRITERIA	Not applicable
ECONOMIC CONDITIONS PAGE	<p>Invoicing units are as follows:</p> <ul style="list-style-type: none"> <li>• €/sqm-month</li> <li>• €/sqm -day</li> <li>• €/sqm -hour (1 hour minimum)</li> </ul> <p>Prices specified in section 7.3.2.4</p> <p>Electricity consumption is price included.</p> <p>Counter storage is not included notwithstanding client request.</p> <p>No specific surveillance service is included, so no custody of installed items is offered.</p>

SX-5	SPACE AT PLATFORMS TO STORE MOBILE EQUIPMENT
DESCRIPTION	Leasing spaces with low visibility on platforms where RUs may store mobile equipment to perform supplementary activities to the passenger transport services
PROVISION REGIME	RUs shall perform this service in self-provision on the area leased by ADIF - Alta Velocidad.
SERVICE TERMS	ADIF High Speed may provide to different Rus with spaces on platforms to store mobile equipment (e.g. cleaning machinery or other mobile items, ...) RUs shall comply with Safety Standards, implementing procedures and monitoring activities set forth by the rail infrastructure manager.
REQUESTS	Annual, multiannual, or monthly according to the procedure requirements.
PRIORITY CRITERIA	Those covered by the procedure
ECONOMIC CONDITIONS	Invoicing unit is €/sqm-month Prices specified in section 7.3.2.4 Electricity consumption is included in the price No specific surveillance service is included, so no custody of stored items is offered.

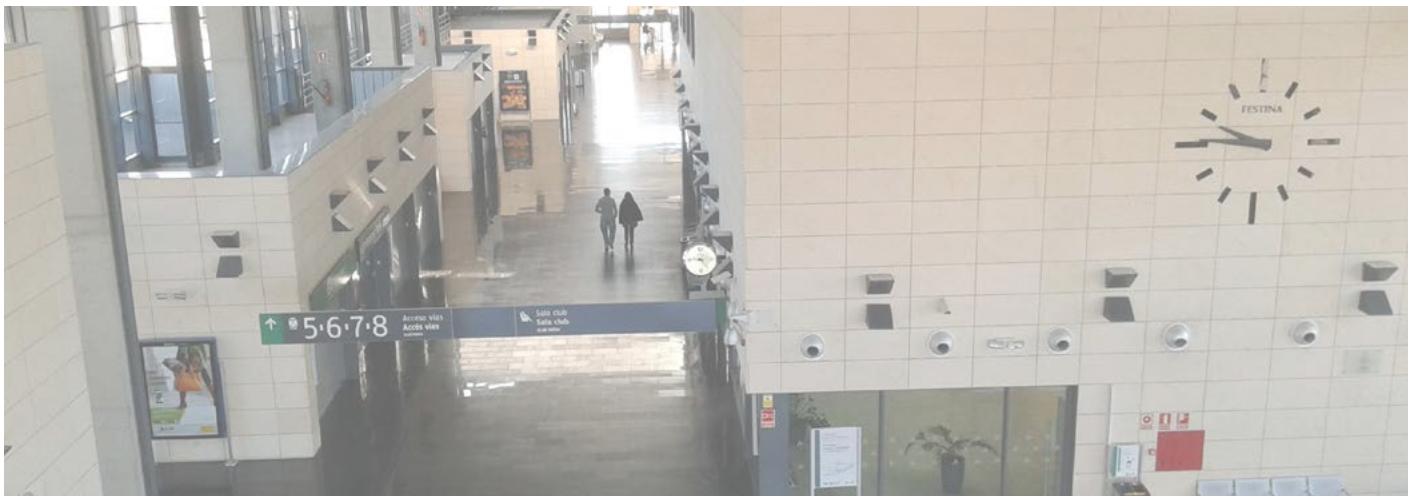




SX-6	PRIOR COMMERCIAL CONTROL OF ACCESS TO TRAINS
DESCRIPTION	RUs perform commercial control operations of access to trains.
PROVISION REGIME	RUs will use the items given by ADIF - Alta Velocidad to perform this self-service.
SERVICE TERMS	ADIF Alta Velocidad may provide RUs with a counter to control clients' transport contract terms prior to accessing and boarding trains. These counters may be fixed or mobile. RUs will have 30 minutes maximum to do this control prior to train departure.
REQUESTS	Annually, by station and train numbering range.
PRIORITY CRITERIA	Not applicable
ECONOMIC CONDITIONS	Invoicing unit is €/train. Prices specified in section 7.3.2.4.



SX-7	LAST MINUTE ATTENTION POINT
DESCRIPTION	Leasing space for last minute services
PROVISION REGIME	RUs shall manage this self-provision service on the spaces leased by ADIF Alta Velocidad.
SERVICE TERMS	ADIF Alta Velocidad shall be able to facilitate to different RUs counters, at boarding areas, to provide this service. These items can be fixed or mobile. The spaces shall have electrical outlets and communications to install equipment for RUs
REQUESTS	Annually.
PRIORITY CRITERIA	As covered in the procedure Should any RU upon requesting new spaces, premises and/or services, already have a consolidated one because they were previously providing service, these elements shall be taken into account for new allocations in the percentage shown.
ECONOMIC CONDITIONS	Invoicing unit is €/counter-month Prices specified in section 7.3.2.4 Electricity consumption is price included. No specific surveillance service is included, so no custody of installed items is offered. Data consumption is not included.



SX-8	LOCKER IN SHARED CHANGING ROOMS
DESCRIPTION	Use of locker modules at unattended and shared changing rooms for RUs' operating personnel.
PROVISION REGIME	By ADIF Alta Velocidad by leasing lockers .
SERVICE TERMS	<p>ADIF Alta Velocidad shall be able to facilitate to different RUs individual lockers at shared locker rooms.</p> <p>Spaces shall be at closed premises, completely finished, and an access control system is authorized.</p> <p>Lockers shall be numbered for identification and shall be locked, providing an access key or two keys delivered per box office.</p> <p>The locker room will have benches, hangers and electrical outlets, hot and cold water.</p> <p>Shared locker rooms maintenance and cleaning shall be performed by the railway infrastructure manager.</p> <p>ADIF Alta Velocidad shall not be responsible for the locker content.</p>
REQUESTS	Annually.
PRIORITY CRITERIA	As covered in the procedure
ECONOMIC CONDITIONS	<p>Invoicing unit is €/box office-month</p> <p>Prices specified in section 7.3.2.4.</p> <p>Electricity consumption is included in the price.</p>

SX-9	LOST OBJECT MANAGEMENT
DESCRIPTION	Management of clients' lost property delivered at the end-of-route train stations that will be delivered to their owner or the person authorized by the latter through due accreditation..
PROVISION REGIME	By ADIF High Speed.
SERVICE TERMS	ADIF High Speed 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. 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-10	PREMISES TO PROVIDE SERVICES TO PREFERRED CLIENTS
DESCRIPTION	Premises rented for RUs to provide services to preferred clients
PROVISION REGIME	RUs shall provide this service to their clients in self-service regime at the following stations: Alicante Terminal, Barcelona Sants, Camp de Tarragona, Córdoba, Girona, Lleida Pirineus, Madrid Chamartín Clara Campoamor, Madrid Puerta de Atocha, Málaga Maria Zambrano, Sevilla Santa Justa, Valencia Joaquín Sorolla, Valladolid Campo Grande, Zaragoza Delicias..
SERVICE TERMS	<p>RUs may provide preferential service to their clients in dedicated rooms.</p> <p>Rooms for this preferential care shall be identified on RUs Commercial Services as available to railway undertakings upon request.</p> <p>The rooms will have electrical and communication sockets to install RUs' own equipment.</p> <p>At the premises RUs may install all the necessary furniture and equipment to provide services.</p> <p>Should it be necessary to perform adaptation works inside the premises, the rail infrastructure manager shall expressly require a project approval.</p>
REQUESTS	Annual, multi-annual and monthly, in accordance with procedure requirements. In the case of a long-term application, it will be at most that of the Framework Agreement.
PRIORITY CRITERIA	As set in the procedure
ECONOMIC CONDITIONS	<p>Invoicing unit is €/sqm-month</p> <p>Prices specified in section 7.3.2.4</p> <p>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</p> <p>"The lessee shall pay for all taxes levied or arising from the activity to be developed at the leased premises, i.e. the relevant Real Estate Tax."</p>
SERVICE PLANNED CHANGES	At stations of Barcelona Sants, Madrid Puerta de Atocha, Madrid Chamartín Clara Campoamor and Valencia Joaquín Sorolla these premises may be affected by the works to extend and improve these stations. The infrastructure manager does not guarantee the availability of alternative spaces to provide this service.

SX-12	ASSISTANCE SERVICE TO PRM TO GET ON AND OFF TRAINS
DESCRIPTION	Availability to Railway undertakings of a service to enable people with disabilities and/or reduced mobility accessibility to access to trains, assisting them getting on and off trains and in their accommodation at places using, for this purpose, mechanical means or personal accompaniment.
PROVISION REGIME	By Adif.
SERVICE TERMS	<p>Assistance to persons with disabilities and/or reduced mobility shall include the following modes:</p> <ul style="list-style-type: none"> <li>• Permanent service: It is provided at stations with a Mobility Assistant on a continuous basis throughout the station's business hours. Annex 1 - included in section 7.3.15. - details the stations where this service is provided</li> </ul> <p>Services shall be provided, at the beginning of the journey and at the arrival station.</p> <p>The service includes passengers getting on and off the train and their seat accommodation, if necessary, correctly anchoring or unanchoring wheelchairs.</p>
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	<p>Invoicing unit is:</p> <p>€/equivalent passenger</p> <p>Prices specified in section 7.3.2.4.</p>





# TARIFFS FOR USING SERVICE FACILITIES

In accordance with Law 38/2015, Article 96.1 of the Rail Sector, railway infrastructure managers will collect fees as defined hereunder from railway undertakings using the lines in the General Interest Railway Network, as well as passenger transport stations, freight transport terminals and other service facilities. These shall be known as rail tariffs.

Tariffs levy for using service facilities and infrastructures referred to under art. 98 in Rail Sector Act, as well as for providing services inherent to such use, as follows:

- A** Tariff for using passenger transport stations (Mode A).
- B** Tariff for running through gauge changers (Mode B).
- C** Tariff for using platform tracks at train parking stations for commercial passenger services and other operations (Mode C).

For the purposes of this tariff, the following two ones are set:

- C.1)** For train parking for commercial passenger services without other operations
- C.2)** For train parking for other operations.

**D** Tariff for using tracks of other service facilities: sidings, train composition and shunting, maintenance, washing and cleaning, fuel supply (Mode D).

**E** Tariff for using loading points for freight (Mode E).



Railway undertakings using railway service facilities associated with tracks shall be considered as taxable persons in modes **A**, **B** and **C**.

In mode **D**, railway undertakings and railway rolling stock owners that use taxable service facilities shall be taxable persons.

In mode **E**, railway undertakings, railway rolling stock owners, transport agents, shippers and combined transport operators using freight loading points are taxable persons.

In order to use service facilities in **C2**, **D** and **E** modes, it shall be necessary to obtain capacity at the facility, as required by the taxpayer to Adif on SYACIS application, and the transfer to third parties of the allocated capacity shall be totally prohibited. Section 4.9 of this NS describes how to process capacity requests and their allocation at service facilities.

No Tariffs of this section include electric power, water, fuel, telephone or any other kind of supply or service, and the taxable person shall pay for the expenses for consumptions or supplies provided or by the rail Infrastructure manager.

Accrual shall occur when the railway installation is used for **A**, **B** and **C1** modes of the tariff and if the capacity of the installation is allocated for modes **C2**, **D** and **E**, unless the allocations include the use for periods longer than the calendar month for these modes **D** and **E**, in which case the accrual shall occur on the first day of the successive periods to be paid off.

The rail infrastructure manager shall pay the modes of this tariffs distributed in calendar months. However, in **D** and **E** modes, for periods of use shorter than the calendar month, this period shall be paid off; and for periods of use longer than one year, upon request of the taxable person, the rail infrastructure manager shall pay for modes **D** and **E** for anticipated annual periods by applying a bonus to be determined annually on the basis of the financing costs of the rail infrastructure manager and included in the proposal for updating the amount of tariffs.

Law 31/2022, of 23 December, on the General State Budget for 2023, in article 86, includes the railway charges as from 1 January 2023 and with indefinite validity.

However, in accordance with transitional provision eight. Interim amendment of the railway tariffs indicated in this Law, article 86, are void in order to continue mitigating the effects of the crisis caused by COVID-19 on rail transport.

This provision shall be in force if there are no changes to the charges set out in Article 86, in which period the railway infrastructure managers shall apply the following unit amounts for rail tariffs.

On the other hand, Law 26/2022, of 19 December, amending Law 38/2015, of 29 September, on the railway sector, has amended CHAPTER II, railway tariffs and prices arising from the use of railway infrastructure and service facilities.

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

## TARIFF FOR USING PASSENGER STATION /MODE A

With this tariff mode, the costs linked to maintenance and conservation of stations, to their replenishment and to the provision of the basic minimum services at stations, to the financial costs for stations classified in category 6, as well as to station monitoring services and access control of passengers and their luggages.

The amount of this tariff mode shall be calculated:

**A.1)** At stations of categories 1, 2, 3, 4 or 5 multiplying the unit tariff by the number of stops, considering the category of the station, the type of stop and the type of train.

The net tax shall be the result of applying over the previous full quota, an addition according to level of use of the station facilities. Said addition shall be calculated from the number of passengers actually stepping on and off said stop at the station.

The charges for this type of tariff, when a station in categories 1 to 4 is affected by situations that prevent the provision of minimum basic services during the period of one month or longer, shall be modified over the period of the unusual situation as follows:

The applicable charge to a station for every passenger that steps on or off board, shall be the one corresponding to the category immediately below when the number of basic services provided is equal to or less than the number of basic services included in the lower category plus half of the difference up to the number of basic services in the higher category. After its classification in the lower category, the process shall be repeated if the number of services provided so determines.

If a basic service is not provided with the usual means but continues to be provided in a “degraded” situation, that is, in any case it is provided, it shall be counted in the number of basic services rendered.

The rail infrastructure manager shall notify to rail operators of this circumstance as soon as it is known.

The change in tariffs shall not apply to category 5, since this is the lower category.

In the case of services outside the opening hours of stations, the whole quota shall be determined in accordance with section A.3.

TARIFF FOR USING PASSENGER TRANSPORT STATIONS - MODE A.1				
STATION CATEGORY	TYPE OF STOP	LONG DISTANCE	INTERCITY	COMMUTER-UNDERGROUND
		€ / Train Stop		
1	DESTINATION	164.0000	33.7842	8.1082
	INTERMEDIATE	63.7800	13.1383	3.1532
	ORIGIN	182.2200	37.5380	9.0091
2	DESTINATION	78.1100	16.0904	3.8617
	INTERMEDIATE	30.3800	6.2574	1.5018
	ORIGIN	86.7900	17.8782	4.2908
3	DESTINATION	75.2111	15.0422	3.6101
	INTERMEDIATE	29.2487	5.8497	1.4039
	ORIGIN	83.5678	16.7136	4.0113
4	DESTINATION	33.4830	6.6966	1.6072
	INTERMEDIATE	13.0212	2.6042	0.6250
	ORIGIN	37.2034	7.4407	1.7858
5	DESTINATION	13.4793	2.6959	0.6470
	INTERMEDIATE	5.2419	1.0484	0.2516
	ORIGIN	14.9770	2.9954	0.7189

Table in “Reference Tables”, shows the Stations classified by categories.



## ADDITION TO THE TARIFF BASED ON THE INTENSITY OF USE OF PASSENGER STATION FACILITIES OF ADIFALTA VELOCIDAD

Said addition shall apply to category 1 to 5 passenger stations and is calculated by multiplying the unit charge by number of passengers that are actually on or off at every station stop, differentiating by passenger type.

### ADDITIONAL CHARGES, BY USE INTENSITY OF PASSENGER STATION FACILITIES OWNED BY ADIF – ALTA VELOCIDAD

€/PASSENGER ON OR OFF THE TRAIN

Long distance	Intercity	Commuter-Underground
0.4084	0.0871	0.0209

Table in “Reference Tables”, shows the characteristics of train types.

**A.2)** In category 6 stations, applying to each commuter hub the tariff amounts resulting from operating costs of the group of stations in this category per commuter hub.

The tariff is set by line or commuter hub and year, distributing the payment in twelve monthly instalments as follows:

#### TARIFF FOR USING PASSENGER STATIONS CATEGORY 6 - MODE A.2

HUB	MONTHLY AMOUNT EURO
Asturias	5,329
Barcelona	131,409
Bilbao	18,463
Cádiz	850
Madrid	271,678
Málaga	18,836
Murcia	1,087
San Sebastián	16,832
Santander	1,333
Sevilla	1,632
Valencia	7,443
Asturias (RAM)	14,123
Murcia (RAM)	1,808
Cantabria (RAM)	6,778
Vizcaya (RAM)	1,943
León (RAM)	3,203
<b>Total Monthly</b>	<b>502,745</b>



**A.3)** For services outside the timetable of stations, multiplying the unit rate by the number of hours or fraction of extraordinary opening of stations, by station category. List of Passenger Transport Stations owned by Infrastructure manager detailing the opening and closing times for each of them, is available on the website, as an annex to this NS.

This mode shall apply in cases of special passenger train traffic, stopping at stations outside their opening and closing hours originating the need for an extraordinary opening thereof.

The applicable amounts per hour and fraction are:

CHARGE FEE FOR EXTRAORDINARY OPENING OF STATIONS - MODALITY A.3	
STATION CATEGORY	€/HOUR
1	632
2	108
3	51
4	23
5	10
6	7

Table in "Reference Tables", section 6.2.6, shows the Stations classified by categories.



## TARIFF FOR RUNNING THROUGH GAUGE CHANGERS /MODE B

The amount of this mode shall be that which results from multiplying the unit rate with the number of trains running through a gauge changer in any direction.

CHARGE TARIFF FOR RUNNING THROUGH GAUGE CHANGERS - MODE B	
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€ / For running through a Changer	€ 134.8211
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## TARIFF FOR USING PLATFORM TRACKS AT TRAIN PARKING STATIONS FOR COMMERCIAL PASSENGER SERVICES AND OTHER OPERATIONS MODE C

For the purposes of this tariff, the following two tariffs are set:

- \* **C.1)** For train parking for commercial passenger services without other operations:

In general, a period of 15 minutes is established during which the fee shall not apply.

For the purposes of calculating the time of parking on platforms, intermediate stops in a commercial route shall not be considered, neither those where the railway infrastructure manager decides the permanence of the train on the stabling tracks.

There are two hourly periods depending on the station saturation, the ordinary saturation period between 5.00 am and 11.59 pm and the hourly period with the least saturation between 0.00 am and 4 am. 59 hours with a fixed reduced charge.

The tariff amount shall be that resulting from applying to each train the unit charge for the stabling time according to the station category

CHARGES TARIFF FOR TRAIN PARKING FOR COMMERCIAL SERVICES WITHOUT OTHER OPERATIONS, MODE C.1						
STATION CATEGORY	ORDINARY SATURATION FROM 5:00 AM TO 11:59 PM			LOW SATURATION FROM 00:00 AM TO 4:59 AM		
	STABLING TYPE			STABLING TYPE		
	A	B	C	A	B	C
	€ / Tren					
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 "Reference Tables", shows the Stations classified by categories.

### TYPE OF PARKING

- A For every additional 5 minutes or fraction between 15 min. and 45 min.
- B For every additional 5 minutes or fraction between 45 min. and 120 min.
- C For every additional 5 minutes or fraction from 120 min.



- \* **C.2)** Train stabling for other operations (train interior and/or minimal exterior cleaning, loading and unloading of services on board, use of water intakes, use of fuel facilities, use of electrical outlets, use of WC emptying facilities and other similar ones).

The tariff amount shall result from applying the unit charge, determined according to the station category and operation type to be performed on the train, to the number of operations of each type performed over the parking period.

It is independently applied to charge C.1 for carrying out operations to trains during the parking period.

The operations performed on the train shall be classified into the following two types:

- **Type A:** Train interior and/or minimal exterior cleaning (front, doors and window glasses).
- **Type B:** For loading and unloading on-board services, use of water intakes, use of fuel installations, use of electrical outlets, use WC outlet systems and other similar ones).

CHARGES TARIFF FOR TRAIN PARKING FOR COMMERCIAL SERVICES WITHOUT OTHER OPERATIONS – MODE C. 2			
STATION CATEGORY		OPERATION	EURO
Type A	1 -2	Train cleaning	0.6818
	Others	Train cleaning	0.5681
Type B	1 -2	Loading and unloading on board of the train	0.6722
	Others	Loading and unloading on board of the train	0.5601
For other operations			0.3947

In “Reference Tables”, shows the Stations classified by categories.

## TARIFF FOR USING TRACKS AT OTHER SERVICE FACILITIES: SIDINGS, TRAIN COMPOSITION AND SHUNTING, MAINTENANCE, WASHING AND CLEANING, FUEL SUPPLY /MODE D

These are set according to the periods when service facilities are used, with their basic components, such as track, overheadline, switches and additional equipment.

The amount of this mode shall be the result of calculating the amount for using the full authorized track, the amount associated with the equipment provided in that route and the amount of optional equipment requested, applying the unit amount of each concept by the corresponding units, apportioned for the requested period and affected by the coefficient of performance set in article 98.4. D) of Law 38/2015.

Also, Art 98.4.D) in Rail Sector Act, provides for the application of the following minimum amounts:

- The minimum amount for use of refuelling service facilities for all fixed and mobile Infrastructure manager fuel supply points shall be € 3.75 .
- The minimum amount for using other service facilities subject to this mode, shall be the equivalent of a minimum period of 4 hours use of each service facility.

Likewise, bonuses per concurrence are set, if an installation is used by a prime contractor and one or more secondary contractors, as well as bonuses for long-term siding of stock, as determined in Rail Sector Act.

As well as Additions or Penalties for taxable persons who - after obtaining an allocation of capacity for a given installation and period - cancel said reservation before the end of the period awarded, as determined in Rail Sector Act.

### TARIFF FOR USING SIDINGS AND OTHERS - MODE D

#### BASE COMPONENTS

C track	5.4020 euro/m of track-year
C overheadline	1.8260 euro/m of overheadline-year
C switch I type (manual)	564.7550 euro/unit year
C switch II type (telecommanded)	2,165.9540 euro/unit year

#### COMPONENTS OF EQUIPMENT ASSOCIATED TO TRACK

C track gauge corridor	1.1910 euro/m of track-year
C track lighting	1.3680 euro/m of track-year
C shunting yard lighting	2.0260 euro/m of track-year
C Fire protection network	5.9530 euro/m of track-year
C Loading/unloading platform	52.4900 euro/m of track-year

#### OPTIONAL EQUIPMENT COMPONENTS

C grease collection trays	521.5160 euro/unit year
C fuel collection tray	820.0490 euro/unit year
C Cab Access Stairs	20.9450 euro/unit year
C Unloading pit	118.0500 euro/unit year
C Maintenance pit (without outlets)	188.3880 euro/unit year
C Loading/unloading platform	602.6130 euro/unit year
C Water, electric or compressed air intake	43.7500 euro/unit year

### 7.3.2.3. FACILITY TECHNICAL FEATURES DESCRIPTION

#### CATALOGUE OF SERVICE FACILITY FACT LEAFLETS

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

To facilitate access to information on technical characteristics of service facilities, Adif has developed a computer application called PISERVI, Service Facilities Portal, available on ADIF website as annex to this NS.

PISERVI allows access to the information of service facilities: freight terminals, passenger stations, maintenance facilities, private loading stations, gauge changers, etc., through selective searches based on criteria such as: geographical location, type of facility, type of service, etc., to enable railway undertakings and other logistics operators a planning of rail services.

It also has an interactive map of the General Interest Railway Network (RFIG) with the ability to combine different search criteria. In this case the facilities resulting from searches will be represented on the map viewer and its Descriptive File may be selected and displayed.

Link: [PISERVI](#) 

Document is available on [ADIF - Alta Velocidad](#) website as annex to this NS.

#### BASIC PLANIMETRY OF SERVICES AT PASSENGER STATIONS

Railway undertakings interested in obtaining additional information on the basic planimetry of a passenger station should consult:

**Directorate of Passenger Stations, Avenida Pío XII, 110- 28036 Madrid.**

### 7.3.2.4. PRICES

#### GENERAL CONDITIONS TO INVOICE RELATED SERVICES

The prices set in every category of related rail services do not include - unless expressly stated - the costs of electricity, water, gas, communications or similar supplies or services, and RUs shall pay the costs for consumption or supplies provided or provided by the railway infrastructure manager. If RUs cannot directly contract supplies with supplying companies, the following shall be considered:

The railway infrastructure manager, in case of supply delivery, shall calculate the costs corresponding to consumptions as follows:

##### **SUPPLIES INCLUDED IN THE SERVICE PRICE:**

To set the service price, an estimated average consumption has been considered taking into account the consumption of the field equipment, like in the case of self-selling machines.

## SUPPLY AT PREMISES:

The consumption of services provided by the Railway Infrastructure Manager shall be calculated based on the occupied surface of the premises.

## SUPPLIES MEASURED BY COUNTER:

Charging unit shall be calculated by dividing the amount of the periodic receipt presented by the company providing the service by the number of units of measure consumed, plus a 9% increase in management costs.

## OTHER SUPPLIES:

Charging unit shall be calculated by distributing the total amount of the cost of a periodic receipt presented by the company providing the service, taking into account the following factors:

In the case of water supply, the flow of the facilities used by RUs and hours of consumption, plus a 9% increase in management expenses.

In the case of energy supply, the type of facilities used by RUs and hours of consumption, plus a 9% increase in management expenses.

In the case of gas, total square meters of the surface included in the periodic receipt and the square meters of the surface used by RUs plus a 9% increase in management expense.

## BASIC SERVICE PRICES

The following tables indicate the prices of basic services by station category, the amounts indicated are expressed without indirect taxes unless otherwise indicated

These prices will come into effect on 1 January 2024 until 31 December 2024, 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 Alta Velocidad.

### SB-1 TRAIN PARKING SERVICE ON TRACKS WITH PLATFORMS FOR COMMERCIAL SERVICES OR OTHER OPERATIONS AND SIDINGS

The amounts are indicated in the previous section of Tariffs for using tracks with platforms at stations to stable trains for commercial passenger services and other operations, Mode C and tariff for using tracks for sidings at other service facilities, Mode D

### SB-5 ACCESS TO BUILDINGS AND PLAFORMS AT PASSENGER STATIONS FOR PASSENGERS

The amounts are indicated in afore section about Tariffs for using passenger transport stations, Mode A.

**SB-7**
**PREMISES FOR ATTENDED TICKET SALES AND INFORMATION SERVICES**

INVOICING UNIT \* €/ -sqm -month

**PRICES (depending on station category)**
**CATEGORY 1**

20.90

**CATEGORY 2**

17.55

**CATEGORY 3**

13.57

**CATEGORY 4**

10.51

**CATEGORY 5**

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**

210.00

**CATEGORY 2**

151.00

**CATEGORY 3**

105.00

**CATEGORY 4**

75.00

**CATEGORY 5**

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**

12.17

**CATEGORY 2**

10.23

**CATEGORY 3**

7.90

**CATEGORY 4**

6.12

**CATEGORY 5**

-----

It does not include the costs of consumption, supplies, services or maintenance arising from the use of premises, which shall be borne by the RU

**SB-10**
**ADIF ACERCA SERVICE TO ASSIST PEOPLE WITH DISABILITIES AND/OR REDUCED MOBILITY**

Stations with Permanent Service

€/Equivalent Passenger

Charges year 2024 - 0.1777 €/Equivalent passenger

Stations with occasional Service

€/Assistance

Charges year 2024 - 45.87€ /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. Given current health circumstances and their possible impact on planned demand in terms of passenger volume going to or coming from stations where the service is provided, together with the need, if any, of adapting the available resources to the services, at the end of every semester the invoiced amounts shall be settled according to actual prices arising from the regularized period, depending on the number of real passengers and costs incurred by ADIF Alta Velocidad with service providing companies, by issuing an additional invoice or credit note, as appropriate

Assistance at the stations with cancelled Timely Services shall be invoiced if the cancellation is not done over 3 hours to the requested time.



## Supporting documentation:

The basic services application models in the field of passenger transport 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 2024 until 31 December 2024, 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, which are managed by the railway infrastructure manager.

SX-4

INFORMATION SERVICE AND OCCASSIONAL ATTENTION

INVOICING UNIT	* €/sqm month
	* €/sqm -day
	* €/sqm -hour (minimum one hour)

### PRICES (depending on station category)

#### CATEGORY 1

746.25

233.19

6.35

#### CATEGORY 2

537.75

168.04

4.57

#### CATEGORY 3

477.75

149.29

4.06

#### CATEGORY 4

298.50

93.28

2.54

#### PRICE UP TO 4SQM

UP TO €/MONTH

UP TO €/DAY

UP TO €/HOUR

Electricity consumption is price included.

Storage of counters is not included when it is required by the client.

No specific surveillance service is included, so no custody of installed items is offered.

**SX-5**
**PLATFORM SPACE FOR STORING MOBILE EQUIPMENT**

INVOICING UNIT      \*    €/sqm month

**PRICES (depending on station category)**
**CATEGORY 1**

1.82

**CATEGORY 2**

1.54

**CATEGORY 3**

1.18

**CATEGORY 4**

0.92

**CATEGORY 5**

-----

No specific surveillance service is included, so no custody of stored items is offered.

Electricity consumption is included in the price.

**SX-6**
**PLATFORM ACCESS CONTROL POINT**

INVOICING UNIT      \*    €/train

**PRICES (depending on station category)**
**CATEGORY 1**

0.35

**CATEGORY 2**

0.35

**CATEGORY 3**

0.35

**CATEGORY 4**

0.35

**CATEGORY 5**

-----

Electricity consumption is price included.

Data consumption is not included.

SX-7

## LAST MINUTE ATTENTION POINT

INVOICING UNIT \* €/counter- month

### PRICES (depending on station category)

CATEGORY 1

20.60

CATEGORY 2

20.60

CATEGORY 3

20.60

CATEGORY 4

20.60

CATEGORY 5

-----

Electricity consumption is price included.

No specific surveillance service is included, so no custody of installed items is offered.

Data consumption is not included.

SX-8

## LOCKER IN SHARED CHANGING ROOMS

INVOICING UNIT \* €/box office-month

### PRICES (depending on station category)

The monthly price per rental box office unit is as follows:

CATEGORY 1

15.45

CATEGORY 2

15.45

CATEGORY 3

15.45

CATEGORY 4

15.45

CATEGORY 5

-----

Electricity consumption is price included

**SX-9**
**LOST OBJECT MANAGEMENT**

INVOICING UNIT \* €/month

**PRICES (depending on station category)**
**CATEGORY 1**

560.00

**CATEGORY 2**

310.00

**CATEGORY 3**

230.00

**CATEGORY 4**

175.00

**CATEGORY 5**

-----

**SX-10**
**PREMISES TO PROVIDE SERVICES TO PREFERRED CLIENTS**

INVOICING UNIT \* €/sqm-month

**PRICES (depending on every station)**

Concept	ALACANT TERMINAL	BARCELONA SANTS	CAMP DE TARRAGONA	CÓRDOBA	GIRONA	LLEIDA PIRINEUS	MADRID CHAMARTÍN CLARA CAMPOAMOR	MADRID PUERTA DE ATOCHA ALMUDENA GRANDES	MÁLAGA MARÍA ZAMBRANO	SEVILLA SANTA JUSTA	VALENCIA JOAQUÍN SOROLLA	VALLADOLID CAMPO GRANDE	ZARAGOZA DELICIAS
<b>Base price</b>	17.00	19.00	17.00	17.00	19.00	17.00	19.00	19.00	17.00	17.00	17.00	17.00	19.00
Target passengers (*)	2,461,541	11,228,941	913,300	2,259,806	364,150	947,663	4,226,932	22,380,680	3,200,697	4,305,157	4,430,952	659,392	3,694,023

At stations where 75% the target passengers are not reached, 20% price discount shall apply. The base price shall apply at stations where passengers are between 75% and 110% target. Upon reaching 110% target passengers, for every 5% increase, applicable prices shall increase by 2.5% up to a maximum of 15%. On a monthly basis, the occupied surface shall be invoiced at the corresponding base price for every station. After determining the annual number of passengers at every station, the corresponding discounts or price revisions shall be settled. It does not include expenses for consumption, supplies, services, cleaning or maintenance arising from using the premises, which shall be paid by the RU.

(\*) They correspond to passengers stepping on and off long distance train services at every station.

SX-12

## ADIF SERVICE TO ASSIST PEOPLE WITH DISABILITIES AND/OR REDUCED MOBILITY TO SET ON AND OFF TRAINS

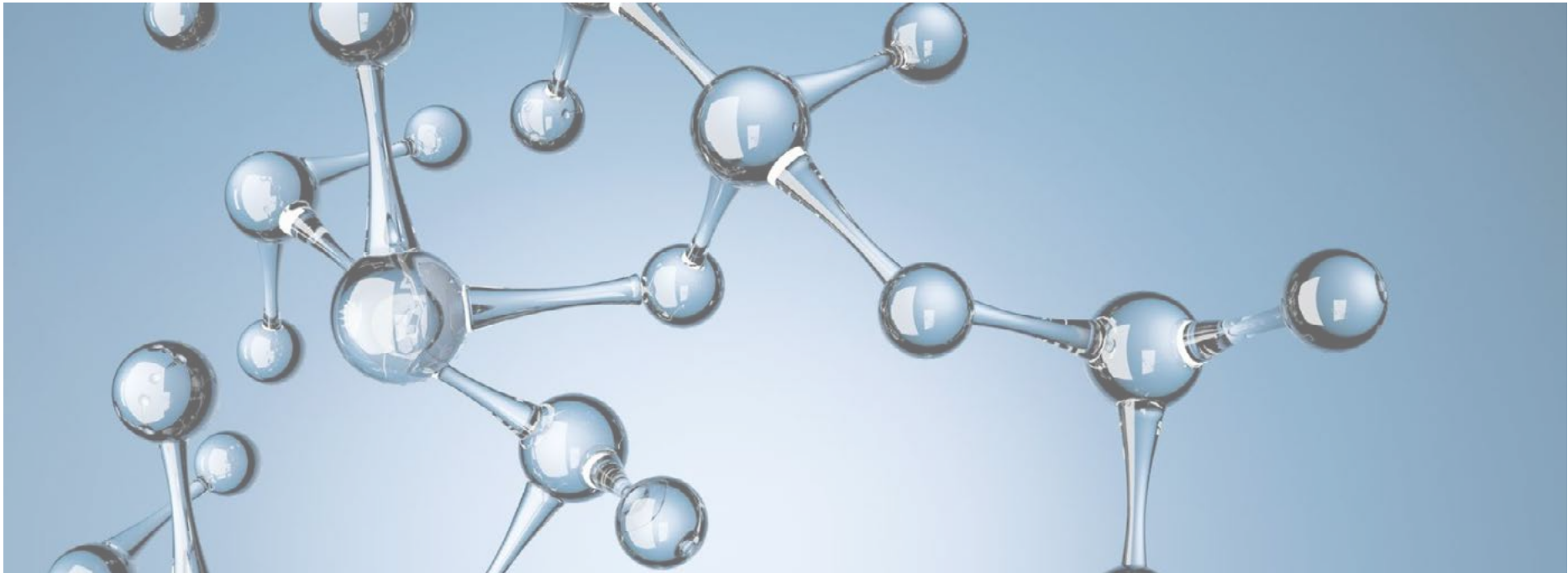
Stations with Permanent Service      €/Equivalent Passenger      *Charges year 2024- 0.0197 €/Equivalent passenger*

### Passenger equivalence

Passenger type	Equivalent passengers	Given the current health circumstances and their impact on the planned demand in terms of passenger going to or coming from stations where the service is provided, together with the need, where appropriate, to adapt the available resources to the service, at the end of every semester the invoiced amounts shall be settled on the basis of actual prices resulting for the regularized period, depending on the number of actual passengers and costs incurred by and Adif with service providing companies, by issuing an additional invoice or credit note, as appropriate.
NATIONAL/INTERNATIONAL	1.00000	
INTERCITY	0.39093	

### SUPPORTING DOCUMENTATION:

Ancillary service request models in the field of passenger transport stations are available in Annex C



# TARIFF APPLICATION REFERENCE TABLES

In accordance with the provisions of Rail Sector Act, the following is the nominal classification by category of stations and types of train for the purposes of Mode A.1

## Nominative Classification Station

TABLE - NOMINATIVE CLASSIFICATION OF STATIONS (IN FORCE SINCE 01/01/2023)				
BARCELONA-SANTS	CÓRDOBA	GIRONA	LLEIDA-PIRINEUS	MADRID-CHAMARTÍN-CLARA CAMPOAMOR
MADRID-PTA ATOCHA ALMUDENA GRANDES	MÁLAGA MARÍA ZAMBRANO	SEVILLA-SANTA JUSTA	VALENCIA JOAQUÍN SOROLLA	ZARAGOZA DELICIAS
Category 2				
ALBACETE LOS LLANOS	ALICANTE - ALACANT	ANTEQUERA-SANTA ANA	CAMP DE TARRAGONA	CASTELLÓ DE LA PLANA
CIUDAD REAL	CUENCA FERNANDO ZÓBEL	GRANADA	LEÓN	OURENSE
PALENCIA	PONTEVEDRA	SANTIAGO DE COMPOSTELA	SEGOVIA-GUIOMAR	TOLEDO
VALLADOLID-CAMPO GRANDE	VIGO URZAIZ			
Category 3				
CÁCERES	CALATAYUD	FIGUERES-VILAFANT	GUADALAJARA-YEBES	MURCIA DEL CARMEN
PUENTE GENIL-HERRERA	PUERTOLLANO	VILAGARCÍA DE AROUSA	VILLENA ALTA VELOCIDAD	ZAMORA
Category 4				
A GUDIÑA PORTA GALICIA	ANTEQUERA AV*	ELCHE / ELX AV	LOJA	MEDINA DEL CAMPO AV
REQUENA-UTIEL	SAN SEBASTIÁN / DONOSTIA	SANABRIA AV	VILLANUEVA DE CÓRDOBA	

\* put into service from 01/25/2023



**TABLE - MINIMUM BASIC SERVICES OF PASSENGER STATIONS**

The railway infrastructure manager shall publish annually in the NS the catalogue of minimum basic services according to the category of passenger transport station. The matrix of services by station category shall be included as follows, this matrix refers to a situation of minimum services common to all stations of the same category, certain stations in a category may have higher category services.

SERVICES	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5	CATEGORY 6	OBSERVATIONS
Civil protection	Protection means according to standards, self-protection plan or emergency plan.	Protection means according to standards, self-protection plan or emergency plan.	Protection means according to standards, self-protection plan or emergency plan.	Protection means according to standards, emergency plan or emergency measures	Protection means according to standards. Safety measures	Protection means according to standards, emergency plan or emergency measures	
Accessibility	According to standards	According to standards	According to standards	According to standards	According to standards	According to standards	
Illumination	In accesses, platforms, and open areas in the passenger building.	In accesses, platforms, and open areas in the passenger building.	In accesses, platforms, and open areas in the passenger building.	In accesses, platforms, and open areas in the passenger building.	On platforms, in open public areas	In accesses, on platforms, in open public areas	In station commercial opening hours.
Signaling	to direct, identify services and areas	to direct, identify services and areas	to direct, identify services and areas	to direct, identify services and areas	To Identify platforms	to direct, identify services and areas	It also includes station identification in all categories.
Furniture for clients	Benches, bins	Benches, bins	Benches, bins	Benches, bins	-	Benches, bins	
Information on train schedules	App "Adif on your mobile", showcases, S.I.V	App "Adif on your mobile", showcases, S.I.V	App "Adif on your mobile", showcases, S.I.V	App "Adif on your mobile", showcases, S.I.V	App "Adif on your mobile"	App "Adif on your mobile", showcases, S.I.V	SIV = Passenger information system, includes screens and/or indicator screens
Protection against inclement weather	Lobby and marquee	Lobby and marquee	Lobby and marquee	Marquee or shelter	-	Marquee or shelter	
Chronometry	On platforms and hall	On platforms and hall	On platforms and hall	On platforms	-	On platforms	
Information on trains in traffic	App "Adif on your mobile", PA system, S.I.V	App "Adif on your mobile", PA system, S.I.V	App "Adif on your mobile", PA system, S.I.V	App "Adif on your mobile", PA system, S.I.V	App "Adif on your mobile"	App "Adif on your mobile", PA system, S.I.V	SIV = Passenger information system, includes screens and/or indicator screens
Information about the station	App "Adif on your mobile", showcases, loudspeakers, interactive points	App "Adif on your mobile", showcases, loudspeaker	App "Adif on your mobile", showcases, loudspeaker	App "Adif on your mobile", showcases, loudspeaker	-	App "Adif on your mobile", showcases	

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SERVICES	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5	CATEGORY 6	OBSERVATIONS
Customer service	Claims, complaints and suggestions on the web "www.adif.es"	Claims, complaints and suggestions on the web "www.adif.es"	Claims, complaints and suggestions on the web "www.adif.es"	Claims, complaints and suggestions on the web "www.adif.es"	Claims, complaints and suggestions on the web "www.adif.es"	Claims, complaints and suggestions on the web "www.adif.es"	
Toilets	Male, female, adapted to PRM	Male, female, adapted to PRM	Male, female, adapted to PRM	-	-	-	Free public toilets at access restricted for passengers can coexist with paid toilets in public areas of free access.
Waiting areas	Air conditioned space in the lobby and/or departure lounge	Air conditioned space in lobby	Air conditioned space in lobby	-	-	-	Boarding room includes access control, furniture and information equipment for comfort improvement.
Air conditioning	Areas in the hall with heating and cooling	Areas in the hall with heating and cooling	-	-	-	-	Level of special orders according to energy efficiency regulations.
Vertical means of transport	Elevators, stairs or mechanical ramps	Elevators, stairs or mechanical ramps	-	-	-	-	Applies only to stations with different height levels.
Intermodality	Reserved spaces bus, taxis, other transport means, clients getting on/off	Reserved spaces for bus, taxis, other transport means, clients getting on/off	Reserved spaces for bus, taxis, clients getting on/off	Reserved spaces for bus, taxis, clients getting on/off	-	-	In categories 1 and 2 parking is available for a fee. In inter-modal stations it includes exchange areas with other transport means
Other equipment	Luggage trolleys	-	-	-	-	-	

Trains shall be classified for the purposes of tariffs A-1 Mode for using passenger transport stations, mode A. 1, as follows:

TABLE - TYPES OF TRAIN FOR THE PURPOSES OF TARIFF PASSENGER STATIONS (MODE A.1)	
TYPE	CHARACTERISTICS
<b>Long distance</b>	Trains with origin-destination routes over or equal to 300 km. International trains and long-distance branch lines with routes less than 300 km are excluded.
<b>Intercity</b>	Trains with origin-destination routes shorter than 300 kilometers, and at least part of their route runs outside a suburban nucleus. International trains and long-distance branch lines are excluded.
<b>Commuter or intercity</b>	Trains with a route that runs entirely within a commuter hub.



## 7.3.2.5. GENERAL REQUIREMENTS AND ACCESS TERMS

### Station access conditions

The railway infrastructure manager may set specific access conditions to passenger transport stations for safety or health reasons involving setting control measures to ensure client or users permanence.

### Conditions of access to facilities and services

- RUs shall be entitled to file capacity requests. If they meet the regulatory requirement. In the case of related rail services, it shall also be considered as a requirement that operating trains make commercial passenger stops at station for which they requested access to facilities and said services.
- RUs shall provide the commercial information of their traffic through a standard messaging service, according to a systematized scheme that will be published by the infrastructure manager in the NS. Of particular interest is that RUs inform the infrastructure manager about the scheduling of high-capacity and busy trains. These are trains with more than 800 seats offered and more than 800 passengers. It is not necessary to know the specific number of passengers, but the programming of trains of this nature in order to improve the coordination and prioritization of operations with RUs at stations.
- RUs or third parties shall be liable to the railway infrastructure manager for damages caused to them - to people or things - as well as to their facilities, machinery, railway infrastructure, etc. In this regard, RUs shall comply with the procedures set regarding the follow-up of Activities at Passenger Stations.

- All communications regarding service requests shall be in Spanish.
- Consumption of supplies should take into account good environmental practices and encourage the saving of natural resources.

Should RUs need more information on the service provision details or locations of spaces available at stations, they can address the Directorate of Passenger Stations.

### **Restricted access areas inside** (boarding room 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.

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 railway infrastructure manager) 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 TO REQUEST ACCESS TO SERVICE FACILITIES AND SERVICES RELATED TO OR RELATED TO RAIL TRANSPORT AT PASSENGER STATIONS

This procedure shall apply, in general, to access facilities and services related to passenger rail transport at passenger stations.

Also, the description of the service facilities is available in the catalogue of descriptive sheets in force at all times when the provision regime for each is included; the document is available on the railway infrastructure manager website annexed to this NS.

### 1. PROCESS DESCRIPTION

#### 1.1. REQUEST TYPES

##### By need

In accordance with Commission Implementing Regulation 2017/2177 of 22 November 2017, the requests are differentiated between:

a) Access to service facilities

Those requiring a space for the railway undertaking to perform the planned service at passenger station.

b) Access to related rail services

Where Adif as service operator provides services and the railway undertaking demands it.

Every request shall specify the type to which it corresponds

##### Depending on use

Given the different service characteristics, the railway undertaking may make different types of applications depending on the characteristics of every service, using the application models provided for in section 7.3.15.

At the end of this section there is a summary table of the request types that may be required for services, which, in any case, are developed on every service file listed in this chapter.



Request types that can be made are:

#### a) Continuous use

When the railway undertaking needs continuous service for a period that may be year(s) or months. They differ in turn in:

DESCRIPTION OF THE CONTINUED SERVICE REQUEST	TYPE	COORDINATED PROCESS
Multiannual, maximum over the Framework Agreement term	A1	Yes
Yearly	A21	Yes
	A22	No
Monthly	A32	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 SPECIFIC USE 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 timetables

REQUESTS	REQUESTS SUBJECT TO A CALENDAR	MAXIMUM TERM (1)
A1	Multiannual, maximum over the Framework Agreement term	Up to 10 days after the scheduled window opening dates on 15 January, 15 April, 15 July and 15 October
A21, A32	Annual and monthly	

#### b) Not subject to calendar

REQUESTS	REQUESTS NOT SUBJECT TO CALENDAR
A22, A32, B1, B2, B3	At least 48 hours prior to needing it
B1, B2, B3	Urgent

<sup>(1)</sup> Working days

## 1.3. PHASES OF THE PROCES

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

Railway Undertakings shall send the capacity or service request model to the one-stop shop (or a mailbox created for this purpose), registering it to the railway infrastructure manager and sending an acknowledgement of receipt.

The intended request sending mode is as follows:

#### Requests subject to a coordinated process

Requests subject to a coordinated process will be sent in with the forms published in the NS for every service, and they may request the same service for several stations in a single form, provided that every request is perfectly detailed. In this case, the application may be processed in a single file, although every request will have its own registry number.

The documentation shall be sent by telematic means to the electronic headquarters of ADIF - Alta Velocidad,

<https://sede.adifaltavelocidad.gob.es/opencms/system/modules/sede/index> (Start New Process-Form of Requests, Presentation of Writings and Communications).

ADIF - Alta Velocidad 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 CI@ve platform. It shall be redirected to their identity validation system, providing various authentication means.

Alternatively, it may be possible for interested parties to submit their requests/letters through the General Electronic Register of the General State Administration <https://rec.redsara.es>.

The General State Administration General Electronic Register is a document submission record to process it to any administrative body of the General State Administration, public agency or entity linked to or depending on them, in accordance with Law 39/2015, of 1 October, on Common Administrative Procedure of Public Administrations.

Interested parties shall have an electronic ID to make their registration on ADIF-Alta Velocidad 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-Alta Velocidad. ADIF-Alta Velocidad DIR code is EA0008223.
- 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 THAT ARE NOT SUBJECT TO COORDINATED PROCESSING

The railway undertaking will send a request for capacity or service by email addressed to the Under-Directorate of Passenger Stations where the facility or service requested is located, confirming by telephone the receipt of said request.

The answer of the rail infrastructure manager to the request shall be made by the same means which the request was made.

### b) Availability and feasibility analysis

#### Requests Subject to a coordinated process

When received by registration, the date and time of receipt is perfectly identified.

The railway infrastructure manager shall analyze the requests received and the capacity available, and when there is, it shall be directly allocated, starting a coordination process, in case of conflict.

Only, in accordance with Commission Implementing Regulation (EU) 2027/2177, of 22 November 2017, provision 8.3 on access to service facilities and related rail services, if any request does not contain all the required information to make a decision, the railway infrastructure manager shall inform the railway undertaking. The client will have maximum 10 working days, after receipt, depending on the request made, to complete the required documentation. If the required documentation is not submitted within that period, the request may be rejected.

#### Requests Not Subject to a coordinated process

Applications received shall be organized according to the affected sub-address, date and time of receipt.

These requests do not require coordination because there is availability for all those made by different RUs, therefore, services shall be directly allocated, as indicated in point c hereinafter).

In accordance with Implementing Regulation (EU) 2017/2177, provision 8.3, if the application does not contain all the required information to make a decision, the railway infrastructure manager shall inform the railway undertaking by sending an email through the same mailbox. The client will have maximum 5 working days after receiving the delivery confirmation to complete the information. If the documentation is not handed over in due time, the request shall be considered as rejected.

(SB-10 services for PRW services at stations are not included, neither SX-12 to assist PRM to step on and off trains, which request is made directly through an ad hoc application.)

### **c) Response times for services that do not require a coordination process**

The railway infrastructure manager will respond within maximum 5 working days, and if it is yes and it fully satisfies the request, it will be considered definitively allocated. If the railway infrastructure manager has to include any condition to the request, they will send their proposal, which the client shall expressly accept or reject within 5 working days, after receiving the delivery confirmation.

Given any reasonable exception, clients may request urgent services within a shorter period than that provided for non-calendar services. These requests shall be provided only on business days (Monday to Friday), applications shall be submitted before 12 noon the day before capacity can be assigned.

In the event that of a particularly urgent and exceptional need outside the aforementioned times, it may be authorized by the Rail Infrastructure manager by email, formalizing the request later.

The railway infrastructure manager does neither guarantee that all urgent requests can be met, nor satisfy any request that is not subject to calendar or not urgent, if they require an analysis time that exceeds 48 hours in advance to submit this type of request.

### **d) Response times for services that could require a coordination process**

Should a service request start the coordination process, the railway infrastructure manager shall communicate the provisional and final allocation within the following time limits regarding the request issued, as from the business day following the operator receives the request:

REQUESTS	CALENDAR DEPENDANT REQUESTS	MAXIMUM TERM
A1	Multi-annual, maximum term of Framework agreement	1 month
A21	Annually	

Railway undertakings may make allegations to the proposal for a provisional capacity allocation communicated by the railway infrastructure manager.

### 1.3.2. COORDINATION PROCESS

If the railway infrastructure manager receives a request to provide access to service facilities or related to rail services by a railway undertaking, and if the request is not compatible with another request or matches an already allocated capacity, they will seek to achieve the compatibility of the requests negotiating and coordinating with the railway undertakings concerned, in accordance with Art. 10 of Implementing Regulation 2017/2177.

The Rail Infrastructure manager shall study different options to reconcile incompatible requests to access a service facility or to provide services at the facility. Options should include, if appropriate, measures to maximize the facility available capacity and shall not entail additional investments in resources or equipment.

Requests allocated after a coordination process shall be expressly confirmed by the client.

### 1.3.3. PRIORITY CRITERIA

In accordance with Art. 11 in the Regulations, if despite the coordination procedure, requests for rail services are incompatible, the Rail Infrastructure manager shall resolve the requests according to the following priority criteria (\*):

- 1° Railway undertakings with existing contracts on services or areas that are a priority and with a signed Framework Agreement.
- 2° Railway undertakings that already have existing contracts on services or areas that are a priority and do not have a Framework Agreement.
- 3° Railway undertakings with a Framework Agreement without existing contracts on services or areas to prioritize.
- 4° Railway undertakings without a Framework Agreement and without existing contracts on services or areas to prioritize.
- (\*) These criteria shall only be applied after signing Framework Agreements as well as the first request for services at stations. Before applying the criteria, priority for requests shall be set according to trains with a scheduled stop at the station at the time of the request or, where appropriate, set in the offer presented in the process of framework capacity allocation.

Within every category, priority shall be given based on trains with a planned stop at the station upon request, and requests of railway undertakings with most trains with a planned stop at the station shall have a priority, and so on.

Trains with a scheduled stop at the station shall be calculated - in terms of request term - subject to a priority criterion (Framework Agreement, Timetable or Concerted Adjustment), including that considered as long distance and intercity according to Rail Sector Act.

Given any previous contract with railway undertakings, and if requests are for areas linked to basic services, the Rail Infrastructure Manager may require to change the allocated capacity in order to include new operators.

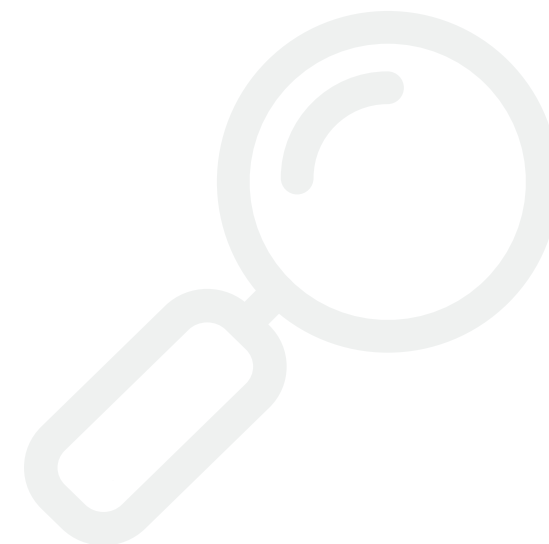
In these cases, the railway undertaking is entitled to compensation for the investments pending amortization that – in the space changed - would have been approved by Rail Infrastructure Manager and performed by the railway undertaking.

The railway infrastructure manager may also take into account the aspects expressly referred to in Implementing Regulation 2017/2177, provision 11.

Requests allocated after a process with intervention of the priority criteria shall be expressly confirmed by the client.

### 1.3.4. CLAIMS

In accordance with Directive RECAST, provision 13.5, and Implementing Regulation, provision 14, should the railway infrastructure manager not offer any viable alternative, and all requests for capacity corresponding to the facility are based on needs proved by the railway undertaking, they may complain to the regulatory body (CNMC).



## 2. USE OF ALLOCATED AREAS

Railway undertakings have the obligation to use the allocated premises/areas in the conditions upon allocations.

The Rail Infrastructure Manager may analyze the usage level of the allocated premises/areas, and revoke it in the event of total or partial non-use thereof, without prejudice to actions provided under Rail Sector Act and which the Rail Infrastructure Manager may undertake in cases that represent a significant breach for the effective use of passenger stations facilities.

If a railway undertaking does not intend to use the allocated capacity, it shall inform the Rail Infrastructure Manager without undue delay and in accordance with the deadlines set out in point 3.

Measuring criteria for facilities considered to be specially monitored by the Rail Infrastructure Manager are:

- a) Facilities to provide Tickets and Information Service.

The relationship between the hours of scheduled opening over 4 months prior to the analysis, compared to the totals that elapse between the 30 minutes prior to company's first train departure and 30 minutes after the railway undertaking's last train shall be considered in order to measure the use of these premises.

- b) Spaces for Ticketing and Information Services through self-service machines.

The number of days with operational incidents (non-operation) detected and reported by the Rail Infrastructure Manager to the railway undertaking responsible for the equipment shall be considered - over the 4 months prior to the analysis - in order to measure the use of these areas.



### 3. CANCELLATIONS OF ALLOCATED CAPACITIES

In general, request cancellations prior to starting a space occupation or a service shall have, in general, the following treatment:

- If these are made more than 24 hours in advance, there shall be no penalty.
- If these are made less than 24 hours in advance, they shall pay one hundred percent of the total budgeted amount.

Notwithstanding the foregoing, specific penalties may be considered for certain services as specified in their service files.

Cancellations requested during a space allocation or a service provision shall generally have the following penalties:

- If 50% of the awarded period has not been used, they shall pay a minimum amount equivalent to 50% of the total budgeted amount.
- If more than 50% of the awarded period has been used, there shall be no penalty.

Notwithstanding the foregoing, specific penalties may be considered for certain services that are specified in their service files.

### 4. MINIMUM COMMITMENTS AND GUARANTEES TO CERTAIN SERVICES

The nature of some planned services, the need to guarantee their quality and investments that railway undertakings or the Rail Infrastructure Manager may make in certain areas/premises require minimum commitments by the parties.

#### 4.1. (SB-7) PREMISES FOR TICKET SALES SERVICE AND INFORMATION AND (SB-9) PREMISES TO SERVICE ONBOARD PERSONNEL AND SX-10 LOCAL FOR PREFERRED CLIENT SERVICE

##### 4.1.1. MULTI-ANNUAL A1 REQUESTS, MAXIMUM TERM OF THE FRAMEWORK AGREEMENT

The railway undertaking with premises allocated over a term linked to the Framework Agreement, shall commit to stay 5 years there.

The railway infrastructure manager guarantees staying at the allocated premises during the term of the Framework Agreement, as well as investing therein under the terms provided in this document.



#### 4.1.2. REQUESTS A21 ANNUAL

The railway undertaking, upon accepting the premises allocated by the railway infrastructure manager, shall commit to stay 1 year.

The railway infrastructure manager guarantees staying at the allocated premises over said period, as well as investing therein under the terms provided in this document.

The railway infrastructure manager may sign agreements extending the period foreseen for this type of request given investments in the premises to be amortized longer than the contract term.

## 5. SUSPENSION OR TOTAL OR PARTIAL REVOCATION

### 5.1. SUSPENSIÓN

The Rail Infrastructure Manager may require that, in certain services, the provision of a service for reasons of safety or capacity management at station areas is suspended, after communicating it to the railway undertakings, and no damages shall be claimed for this decision.

### 5.2. TOTAL OR PARTIAL REVOCATION

The Rail Infrastructure Manager may revoke all or part of the allocated capacity in the following cases:

#### 5.2.1. MAINTENANCE AND REMODELING WORKS

Should it be necessary to perform maintenance and/or remodeling works that affect the rail transport service, whether they are scheduled or urgent, the Rail Infrastructure Manager may modify the allocated capacity after communicating it to the railway undertakings.

The Rail Infrastructure Manager shall communicate, in general, at least 6 months in advance with regard to the planned execution, the completion of the scheduled maintenance and or remodeling works.

The Rail Infrastructure Manager shall communicate, as soon as they becomes aware of it, the need to perform urgent maintenance and/or remodeling works.

The Rail Infrastructure Manager - if possible - shall enable, in all cases, alternative premises/areas to provide these services.

In these cases, the railway undertaking shall have the right to modify the economic conditions associated with its allocation, depending on whether it is total or partial.

#### 5.2.2. RAIL SERVICE NEEDS AND OTHER ASSUMPTION

Additionally, the Rail Infrastructure Manager may revoke the capacity if it is necessary for the railway service or in order to comply either with any governmental provision or from any authority of the Public Administration based on the public use statement, or for a general interest, or given any affecting change in use as may be produced after changing the General Urban Planning Plan.

In these cases, the Rail Infrastructure Manager shall notify the railway undertaking in writing of the capacity revocation 6 months in advance of the date on which said revocation should take place, the client committing, in this case, to free and expedite in favor of the Rail Infrastructure Manager said facility over this period. In this case, they shall have the right to compensation in the part pending amortization of any investment approved by the Rail Infrastructure Manager prior to revoking the capacity.

the Rail Infrastructure Manager - if possible - shall enable, in all cases, alternative premises/areas to provide these services.

### 5.2.3. TOTAL OR PARTIAL LACK OF USE

A total or partial revocation may be carried out after analyzing the use level of allocated premises/areas, if it lays under:

- 80% at coordinated stations.
- 50% in the rest of the uncoordinated stations, unless this is due to non-economic reasons beyond client control.

If they see any reason to revoke, the railway undertaking shall be required to use the facilities or services allocated, giving a reasonable period of time that shall not exceed one month. If said requirement is neglected, it may be revoked.

In cases where a lack of use is detected and the total or partial revocation of the allocated capacity is urged, railway undertakings shall not have the right to request any compensation.

#### Supporting documentation:

Service request models are found in Annex C

Service facilities description is available on the Descriptive Leaflets Catalogue in force at all times, and the document is available on the rail infrastructure manager web as an annex to this NS.

Railway undertakings interested in obtaining additional information on the basic planimetry of a passenger station should consult:

[Dirección de Estaciones de Viajeros, Avenida Pío XII, 110- 28036 Madrid](#)

## 7.3.3. FREIGHT TERMINALS

Freight transport terminals are railway infrastructures which, connected to a line (track), enable rail freight transport start, supplement or completion by performing certain operations on the train and/or transported freight.

ADIF- Alta Velocidad does not currently have such facilities.

## 7.3.4. TRAIN SETTING FACILITIES INCLUDING SHUNTING FACILITIES

Tracks designed to perform operations and movements of rolling stock consisting of aggregating or segregating vehicles to a train, composing or decomposing a train, classifying vehicles or cuts of stock, or moving a train or vehicles on the same track or from one to another.

ADIF- Alta Velocidad does not currently have such facilities.

## 7.3.5. STORAGE SIDINGS

The rail infrastructure manager shall provide railway undertakings and holders of rolling stock, tracks at service facilities determined for the section of transport equipment linked to freight transport (locomotives, single wagons or sets of wagons) as well as the stock for passenger transport (locomotives, passenger coaches, self-propelled material).

Storage sidings are service facilities dedicated to put aside railway stock for a certain time, if the stock is in production, or for an uncertain period when the stock is out of the production cycle.

These facilities have the equipment described in the catalogue of service facilities, which should be taken into account by the client by the influence it may have, in planning their operations.

Immobilization could be due to a particular purpose, during the transport cycle or for an indefinite long-term period outside the transport cycle as such.

Sidings with rolling stock which shall be there longer than a month and which are out of the transport cycle shall be considered to be of long-term.

In exceptional cases, if there are enough capacities and given no disruption of the normal operation at freight terminals or passenger transport stations, it shall be possible to put aside at these service terminals stock which is not in the production cycle, prior permission from the infrastructure manager.

Sidings under catenary are expressly forbidden for wagons that are outside the transport cycle and have a stair access to the upper parts thereof, unless the client makes electrical risk assessment and takes the necessary measures.

In the case of transport of dangerous goods, either on specialized Rail Rolling Stock as well as in wagons or containers, it is only possible to set aside such stock if it is empty with no trace of freight, clean and degassed under the provisions framed in the RID.

If safety facilities and technical equipment permit it, trains may also be expedited or received directly from these tracks. This decision applies only to the Traffic Manager of Rail Infrastructure Manager.

Railway undertakings and railway rolling stock owners may use this type of service facilities.

Storage Sidings are listed in the catalogue of the Capacity Offer at the service facilities, which is available on the rail infrastructure manager website, as an Annex to this NS.

## 7.3.5.1. MANAGEMENT OF STORAGE SIDINGS ATTACHED TO COORDINATED STATIONS

### SIDINGS ATTACHED TO COORDINATED STATIONS MANAGED BY ADIF ALTA VELOCIDAD

Tracks availability specifically intended for an interim rail vehicle stabling or parking between two uses or allocations is essential for a proper operation of the coordinated stations. Railway undertakings shall have their own or third-party facilities for these functions.

Attached to some coordinated stations owned by ADIF - Alta Velocidad, Adif manages certain service facilities, either owned by them or by third parties who have entrusted their management (detailed information can be consulted in the Catalog of sidings attached to Coordinated Stations), available for RUs as follows.

#### SERVICE FACILITIES RELATED TO MADRID PUERTA DE ATOCHA ALMUDENA GRANDES

- Sidings at Cerro Negro Renfe Workshop \*
- Sidings at La Sagra Renfe Workshop \*

#### SERVICE FACILITIES RELATED TO BARCELONA SANTS

- Sidings at Renfe Workshop in Can Tunis \*
- Sant Andreu Comtal set of tracks\*\*



\*These are operational railways at the workshop that RENFE Fabricación y Mantenimiento SME, S.A. classifies as sidings if these are eventually operated for such purposes and are allocated to ADIF- Alta Velocidad to manage and allocate their capacity, in accordance with Rail Sector Law 38/2015, article 42 of 29 September, and Commission Implementing Regulation (EU) 2017/2177, of 22 November 2017, on access to service facilities and related railway services.

\*\*These tracks shall be managed as traffic tracks based on planned operating GOV.

The availability of parking and sidings is so important to provide services, that ADIF Alta Velocidad allocates these service facilities, upon the deadlines to request infrastructure Timetable capacity, since the capacity for a train to run depends on the infrastructure capacity of the line and on available sidings and stabling tracks.

## REQUEST PROCESS FOR STORAGE SIDINGS FOR COORDINATED STATIONS

Railway Undertakings, through SYACIS application, shall request sidings as considered, and a time limit for the capacity request.

### REQUEST TYPES

#### A- PERIODS OF CONTINUED USE

Capacity reserve for client demands - during 24 hours a day - using it for 30 calendar days and up to a maximum of 1 year (Timetable).

#### B- OCCASIONAL USE PERIODS

Capacity reserve for client demands for full hours or full days use (from 00:00 to 11:59 pm).

ADIF Alta Velocidad, after analysing requests, shall try to handle them all. In order to enable compatibility between requests, they may coordinate them, making reasonable adjustments if necessary ( $\pm 30$  minutes) provided that they do not alter the operation of allocated running paths in the coordinated station.

When not all requests be coordinated, or when some are incompatible, the available capacity shall be allocated according to the priority criteria described below.

Sidings shall be provisionally allocated with a time limit and after they're analysed, their allocation shall be final.

The Capacity Manager, if necessary, and to ensure rail traffic management, exceptionally may allocate capacity on track lines attached to coordinated stations. The Railway Undertaking on SYACIS application shall subsequently govern this allocation.

## REQUEST PERIOD FOR STORAGE SIDINGS AT COORDINATED STATIONS MANAGED BY ADIF ALTA VELOCIDAD

The request period shall coincide with the infrastructure capacity period for the Timetable indicated in the Network Statement (see Section 4.5.1 National Calendar).

Similarly, provisional allocation deadlines, claims and final allocation shall be consistent with those provided for in the Network Statement to allocate Infrastructure Capacity.

Applications, outside this period, shall be reviewed in the Monthly Adjustments provided for in the Network Statement, and when said advance is shorter than that period, it shall be attended if possible, but by reserving at most until the period of the nearest monthly adjustment. This reserve may be extended, thereafter, until the end of current timetable.

As a special feature, for 2020/2021 Timetable, as from NS publication, a period of 1 month is set to request capacity for said Timetable. After 15 days, it shall be provisionally allocated. RUs shall have 15 days to make claims, and 15 days after the end of the claims period the capacity of the sidings shall be definitively allocated.



## COORDINATION AND PRIORITY CRITERIA

Where requests cannot be initially addressed, ADIF Alta Velocidad shall offer alternatives on available capacity, to seek a coordinated solution with the client and resolve conflicts that may arise between requests and capacity allocations, provided that it is technically feasible.

If, after analysing all requests, and despite reasonable adjustments, it is not possible to address all requests, conflicting requests shall be prioritized according to the following criteria:

- \* Alternatives available for some interested parties (other service facilities are available nearby).
- \* Proportionality with the services provided at the station
- \* Requests that favour a continued use of service facilities.
- \* System efficiency.

As these facilities are associated with the operation of infrastructures stated as congested, the application of the strict priority criteria can be modular in order to ensure a proper operation of the Hours of Service project.

## PRICES

Amounts to be collected shall be equivalent to the tariffs for using tracks at other service facilities: sidings, train setting and shunting, maintenance, washing and cleaning, fuel supply, mode D and set out in Chapter 5.

## USE CONDITIONS OF FACILITIES MANAGED BY ADIF ALTA VELOCIDAD

The conditions of use set out in paragraph 7.3.1 shall apply.

### 7.3.6. FACILITIES FOR ROLLING STOCK MAINTENANCE

The list of Rolling Stock Maintenance Centers, whether connected to the General Interest Rail Network or not, is available in the Catalogue of Service Facilities Descriptive Files, available on the rail infrastructure manager website as an annex to this NS.



The conditions of provision of services in the same will be made available to the interested party by the operator of the installation.

In the list, for each center is provided, among others, the following data:

- Autonomous Community and province where the facility is located
- Name.
- Facility Operator
- Type of Facility
- Web link to the service facility descriptive file.

## 7.3.7. OTHER TECHNICAL FACILITIES (MAINTENANCE, CLEANING AND WASHING FACILITIES, ETC.)

In addition to these facilities, there are other technical facilities where different services can be provided, which are described below, specifying their use and location.

### Rail Light Vehicle Maintenance Facilities

These are service facilities, which may or may not be fitted with pits, intended for maintenance operations on railway transport vehicles which do not require specific heavy maintenance facilities.

These facilities have the equipment described in the catalogue of service facilities to enable said operations, such as lighting, pits, supply points, ..., which must be taken into account by the client upon planning their operations.

Any other equipment not described and necessary to perform these operations shall be provided by the client, with the facility owner authorization. The routes designated for this purpose by Adif at freight terminals, passenger transport stations and other stations shall be allocated primarily to transport equipment linked to the main activity and are intended to prevent moving stock to other intervention points.

This type of service facilities may be used by railway undertakings and owners of railway rolling stock. Maintenance tracks of light rail vehicles, as well as activities that can be performed thereon, are contained in the catalog of service facilities, which is available on the Adif website, as an annex to this NS.

### Ancillary Facilities

These are technical facilities linked to rolling stock where some of the following tasks can be performed: identification of damage to wheels, hot boxes, overloads, loading gauge control, cargo stowed etc. They are designed for traffic safety and have appropriate technologies to fulfill their mission.



There is a set of scales distributed along the General Interest Rail Network, which mission is to identify overweight in wagons, avoiding derailments and over-efforts to infrastructures. Specifically, there are 30 automatically operated dynamic scales, all with remote control, please consult your location on Map 3. Adif through the Department of Systems and Operational Media Management in the General Directorate for Traffic and Capacity Management keeps the scale strength and contrast wagons in accordance with current standards.

## 7.3.8. PORT AND MARITIM FACILITIES

RUs shall be entitled to access existing railway infrastructures in the field of maritime or river ports, under the conditions set for this purpose between port authorities and the railway infrastructure manager.

The provision of basic, supplementary and ancillary services at service facilities located in ports of general interest shall be in accordance with port legislation.

For more information, see the Maps and Service Facility Fact Sheet Catalogue, as available on Adif website and annexed to this NS.

## 7.3.9. PROTECTION AND REFIEF 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:



### Safety and Protection Department Office

C/ Agustín de Foxá, 48 -Edificio Comercial - Estación de Madrid-Chamartín-Clara Campoamor - 28036 Madrid

## 7.3.10. FUEL SUPPLY FACILITIES

Facilities with adequate technical means for dispensing diesel to drive rail vehicles with appropriate safety measures.

ADIF- Alta Velocidad does not currently have such facilities.

The Service Facility Fact Sheet Catalogue, available on railway infrastructure manager website as an annex to this NS, lists the facilities to provide this service, as well as on the Service Facility Capacity Offering catalogue.

For additional information see [www.adif.es](http://www.adif.es) or check with:



### Subdirección de Promoción del Transporte de Mercancías

C/ Agustín de Foxá, 46 - Edificio Comercial 3ª planta. Estación de Madrid-Chamartín-Clara Campoamor - 28036 Madrid

## 7.3.11. OTHER RAIL FACILITIES CONNECTED TO THE GENERAL INTEREST RAIL NETWORK (PORTS AND CARGO)

### PORTS OF GENERAL INTEREST WITH AGREEMENT TO CONNECT TO THE GENERAL INTEREST RAIL NETWORK

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 to the General Interest Railway Network shall be laid down in the Network Statement and governed by an agreement. Said agreement shall be signed together with the relevant port authority, the relevant rail infrastructure general manager and Puertos del Estado (State ports) for every general interest port, prior authorization by the Ministerio de Transportes, Movilidad y Agenda Urbana, laying down the rights and obligations of each party, by virtue of the following principles:

- a) The infrastructure general manager and the Port Authority shall establish under guidelines established by the Ministerio de Transportes, Movilidad y Agenda Urbana, the standards for a physical and functional connection of railway infrastructures managed by every entity. For this purpose, the agreement shall define the connection lines of the port with the rest of the General Interest Rail Network.
- b) Port Authorities shall set up regarding general interest ports and prior favorable report of the State Ports standards on design and operation of the existing network at each port, so as to not disrupt the proper functioning General Interest Rail Network managed by the Rail Infrastructure Manager.

The agreement shall include any network operation and the standards to be respected by the rail infrastructure manager for capacity allocation of the existing rail infrastructures in the area of General Interest Ports.

Currently 21 ports have connection to the General Interest Rail Network, see Maps, in a document attached to this NS.

The Catalogue of Descriptive Data Files of Service Facilities - annexed to this Network Statement - includes specific information of these Facilities.

## PRIVATE-OWNED RAIL INFRASTRUCTURES (LOADING AREAS)

Private owned infrastructures are owned by particulars, individuals or collectively.

For the establishment or operation of private-owned rail infrastructure, the applicant must submit a project to establish or exploit the line that will include, at least, a report explaining the purpose of establishing or operating the infrastructure, with general and partial plans, as well as respective quotations, activities to be provided thereon, description of the works and technical circumstances for performance which must conform to the rules in safety and interoperability, established by regulation of the Ministerio de Transportes, Movilidad y Agenda Urbana.

On said private-owned rail infrastructure, rail transport may be exclusively performed on the owner's account, in addition to other main activities performed by the owner.

The connection of privately owned rail infrastructures outside the General Interest Railway Network, especially of loading areas, with the General Interest Railway Network, may only be made if expressly authorized by Adif. The owner of the privately owned rail infrastructure shall facilitate the connection on the terms specified in the authorization.

Loading areas are railway infrastructures state or privately owned, which consist of tracks in a facility for loading, unloading and stabling coaches with a link to a line by one or more switches in open track, which serve to complement the General Interest Rail Network owned by Adif, including the units dedicated to construct, repair or maintain railway stock, such as coaches, wagons, locomotives and track machinery privately owned.

Article 52 of Rail Industry Regulation sets out the conditions to connect private-owned rail infrastructure with the General Interest Rail Network, and construction and operation regime of private-owned items that complement state-owned rail infrastructures.

The Catalogue of Descriptive Data Files of the Service Facilities - attached to this Network Statement includes a list of these Facilities.

For more information, consult the Corporate Management and Presidency Office Directorate (ADIF - Alta Velocidad Directory, section 1.6).

### 7.3.12. FACILITIES TO CHANGE GAUGES AND AXLES

On the rail infrastructure manager owned Network there are currently two track gauges interoperable with each other: Standard Gauge (1,435 mm) and Iberian gauge



(1,668 mm). In order to facilitate internal connections between both gauges, as well as to other European networks, automatic systems have been developed called Track Gauge Changers. In other traditional facilities, a physical change of gauge is possible by changing axles or bogies, or by physical transshipment of the freight. There are also facilities for transshipment of containers and freight at border points of Irun and Portbou. Their location is shown in the maps, in the document attached to this NS.

Information specific to these Facilities is included in the Service Facilities Catalogue annexed to this Network Statement.

RUs shall be entitled to the use track-gauge changers managed by the railway infrastructure manager, to the extent that their rolling stock is adapted to the technical characteristics. The rail infrastructure manager guarantees at all times the provision of this service associated with path allocation to move along RFIG lines.

Technical rolling stock operations, locomotive coupling, brake test, defrosting, shunting direction or track change operations, as well as their dedication are for RUs.

RUs dedicated to freight transport may request to TRANSFESA the use of the axle changers located at the borders of Hendaya and Cerbère, under conditions determined by said undertaking.

## TRACK GAUGE CHANGERS

These are facilities where track gauge necessarily changes in a rail vehicle to adapt it to a different track gauge. There are two systems:

- With TALGO technology.
- With CAF technology.

Furthermore, some of these facilities enable gauge changers in trains with both technologies. Gauge changing technology for trains with variable gauge enable rail traffic to pass through different networks, in a short time and without discomfort for passengers, key for a progressive extension of high-speed benefits.

For additional information consult:



### High Speed Operations Department

General Directorate For Conservation And Maintenance Calle Titán 4-6 4ª Planta. 28045 Madrid

Maps shows track gauge change facilities, along with information on the type of track gauge for each line. The Catalogue of Descriptive Data Files of Service Facilities - annexed to this Network Statement - shows 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

## TARIFF FOR RUNNING THROUGH GAUGE CHANGERS, MODE B

The amount of this mode shall be that which results from multiplying the unit rate with the number of trains running through a gauge changer in any direction.

### CHARGE TARIFF FOR RUNNING THROUGH GAUGE CHANGERS - MODE B

€/ For running through a Changer 134.8211 €

## 7.3.13. INTERMODAL LOAD TERMINALS

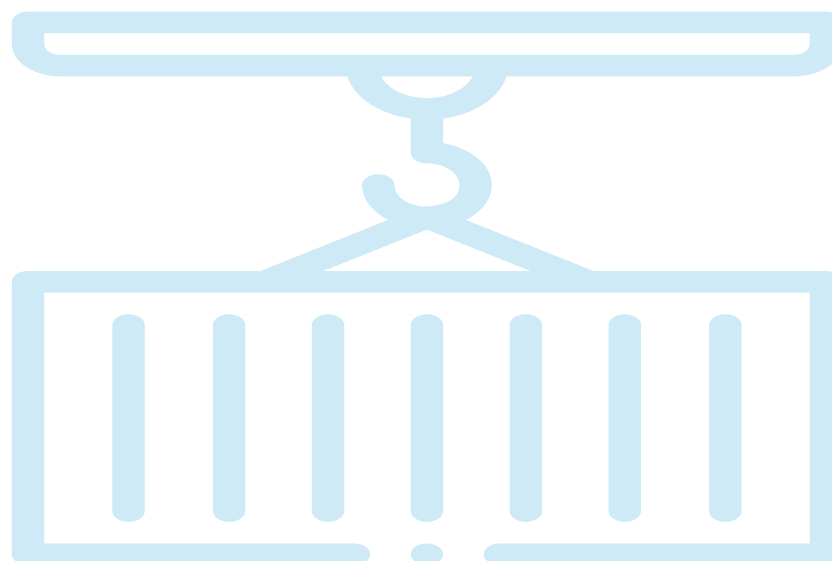
ADIF- Alta Velocidad does not currently have such facilities.

## 7.3.14. GENERAL FREIGHT LOADING TERMINALS (LOAD POINTS)

ADIF- Alta Velocidad does not currently have such facilities.

## 7.3.15. MODELS TO REQUEST SERVICES

Forms to request services are available in Annex C.



## ANNEX 1

### STATIONS WITH PERMANENT ASSISTANCE TO PERSONS WITH DISABILITIES AND/OR REDUCED MOBILITY

STATION		STATION ACCESSIBILITY				
		PARKING PLACE	LOBBY AND SHOPPING AREA	BETWEEN PLATFORMS	TOILETS	WHEEL CHAIR
ALICANTE		•	•	•	•	•
ALBACETE LOS LLANOS		•	•	•	•	•
ANTEQUERA A.V.		•	•	•	•	•
ANTEQUERA STA. ANA		•	•	•	•	•
BARCELONA SANTS		•	•		•	•
CÁCERES		•	•	•	•	•
CALATAYUD		•	•	•	•	•
CAMP DE TARRAGONA		•	•	•	•	•
CASTELLÓN		•	•	•	•	•
CIUDAD REAL		•	•	•	•	•
CÓRDOBA		•	•	•	•	•
CUENCA FERNANDO ZÓBEL		•	•	•	•	•
FIGUERES VILAFANT		•	•	•	•	•
GIRONA		•	•	•	•	•
GRANADA		•	•	•	•	•
GUADALAJARA YEBES		•	•	•	•	•
LLEIDA PIRINEUS		•	•	•	•	•
LEÓN		•	•	•	•	•
MADRID-CHAMARTÍN-CLARA CAMPOAMOR		•	•	•	•	•



Stations with support up to 30 minutes before train departure.

STATION		STATION ACCESSIBILITY				
		PARKING PLACE	LOBBY AND SHOPPING AREA	BETWEEN PLATFORMS	TOILETS	WHEEL CHAIR
MADRID PUERTA DE ATOCHA ALMUDENA GRANDES		•	•	•	•	•
MÁLAGA MARÍA ZAMBRANO		•	•	•	•	•
MURCIA DEL CARMEN		•	•	•	•	•
OURENSE		•	•	•	•	•
PALENCIA		•	•	•	•	•
PONTEVEDRA		•	•	•	•	•
PUENTE GENIL		•	•	•	•	•
PUERTOLLANO		•	•	•	•	•
SAN SEBASTIÁN /DONOSTIA		•	•	•	•	•
SANTIAGO DE COMPOSTELA		•	•	•	•	•
SEGOVIA GUIOMAR		•	•	•	•	•
SEVILLA STA. JUSTA		•	•	•	•	•
TOLEDO		•	•	•	•	•
VALENCIA JOAQUÍN SORROLLA		•	•	•	•	•
VALLADOLID CAMPO GRANDE		•	•	•	•	•
VIGO URZAIZ		•	•	•	•	•
ZAMORA		•	•	•	•	•
ZARAGOZA DELICIAS		•	•	•	•	•



Stations with support up to 30 minutes before train departure.

# ANNEX 2

## STATIONS WITH OCCASIONAL ASSISTANCE TO PERSONS WITH DISABILITIES AND/OR REDUCED MOBILITY

STATION		STATION ACCESSIBILITY				
		PARKING PLACE	LOBBY AND SHOPPING AREA	BETWEEN PLATFORMS	TOILETS	WHEEL CHAIR
A GUDIÑA-PORTA DE GALICIA		•	•	•	•	•
ELCHE / ELX AV		•	•	•	•	•
LOJA		•	•	•	•	•
MEDINA DEL CAMPO AV		•	•	•	•	•
REQUENA UTIEL		•	•	•	•	•
SANABRIA AV		•	•	•	•	•
VILAGARCIA AROUSA		•	•	•	•	•
VILLANUEVA DE CÓRDOBA		•	•	•	•	•
VILLENA AV		•	•	•	•	•

**NOTE:**  
Stations with punctual assistance, where it is necessary to request assistance at least 12 hours in advance.







# 8 ANNEXES

- A\_ Working Timetable
- B\_ Catalogue of International Freight Paths
- C\_ Request Forms
- D\_ Organization chart
- E\_ Reference Documentation
- F\_ Glossary
- G\_ Catalogue of Lines and Sections on the RFIG
- H\_ Average Capacity of Adif Main Lines
- I\_ Classification of Lines by Types
- J\_ Contractual Models
- K\_ Dispute Resolution Procedure
- L\_ Information Exchange
- M\_ Framework Capacity Statement
- N\_ Self-Consumption Procedure



# Annex A

## Working Timetable

### 2023/2024 y 2024/2025

- On Sunday 10 de December de 2023 begin 2024 new Timetable, valid until Saturday, 14 December 2024.
- On Sunday, 15 December 2024, begin 2025 new Timetable, valid until Saturday, 13 December 2025
- 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

ENERO	FEBRERO	MARZO	ABRIL	MAYO	JUNIO
L M M J V S D 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	L M M J V S D 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	L M M J V S D 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	L M M J V S D 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	L M M J V S D 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	L M M J V S D 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
JULIO	AGOSTO	SEPTIEMBRE	OCTUBRE	NOVIEMBRE	DICIEMBRE
L M M J V S D 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	L M M J V S D 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	L M M J V S D 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	L M M J V S D 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	L M M J V S D 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	L M M J V S D 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31



# 2025

ENERO						
L	M	M	J	V	S	D
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRERO						
L	M	M	J	V	S	D
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

MARZO						
L	M	M	J	V	S	D
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

ABRIL						
L	M	M	J	V	S	D
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAYO						
L	M	M	J	V	S	D
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNIO						
L	M	M	J	V	S	D
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULIO						
L	M	M	J	V	S	D
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AGOSTO						
L	M	M	J	V	S	D
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTIEMBRE						
L	M	M	J	V	S	D
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTUBRE						
L	M	M	J	V	S	D
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

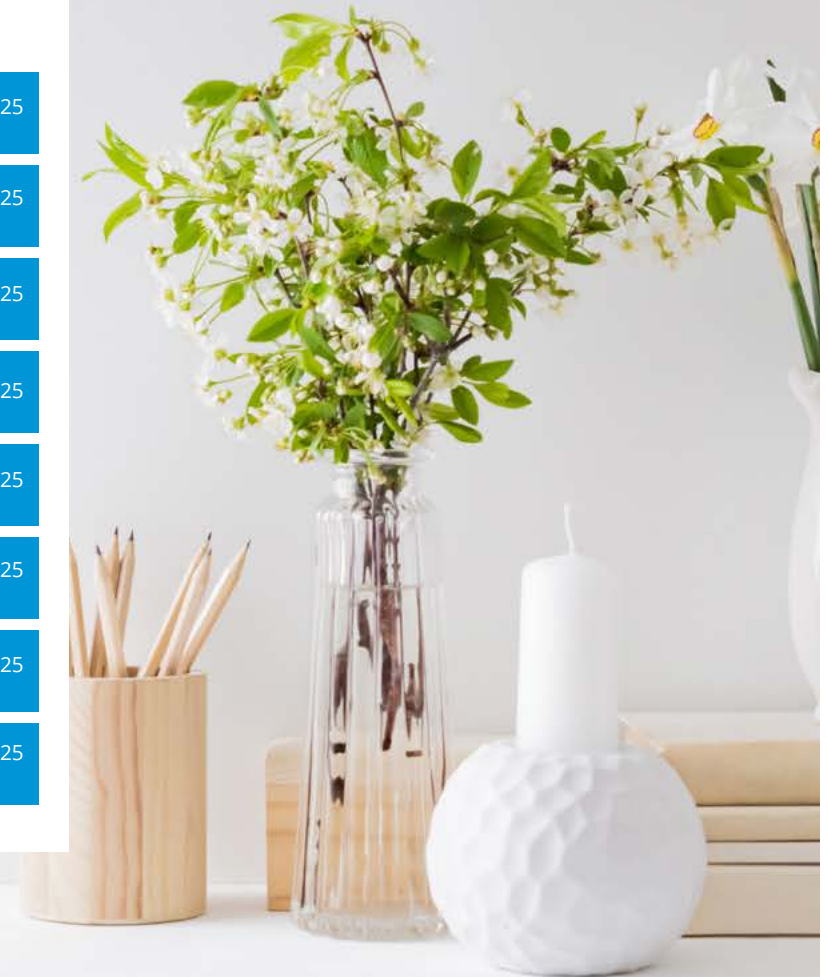
NOVIEMBRE						
L	M	M	J	V	S	D
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DICIEMBRE						
L	M	M	J	V	S	D
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## Main Milestone

Working Timetable 2024-2025		Schedule Agreed Adjustment		Monthly Adjustment	
		2024	2025	2024	2025
15-dic-24	Inicio Horario de Servicio 2024/2025				
08/04/24	Límite solicitudes Internacionales	09-jun-24	Ajuste concertado 08-jun-25	04/02/24	02/02/25
15/06/24	Límites solicitudes Nacionales			03/03/24	02/03/25
01/07/24	Asignación provisional de capacidad internacional	09/02/24	Solicitudes 08/02/25	07/04/24	06/04/25
02/08/24	Fin del periodo de alegaciones internacional			05/05/24	04/05/25
15/08/24	Asignación provisional de capacidad nacional	09/03/24	Asignación provisional de capacidad 08/03/25	04/08/24	03/08/25
19/08/24	Asignación definitiva de capacidad internacional			01/09/24	07/09/25
16/09/24	Fin del periodo de alegaciones nacional	09/04/24	Asignación definitiva de capacidad 08/04/25	06/10/24	05/10/25
01/10/24	Asignación definitiva de capacidad nacional			03/11/24	02/11/25
28/10/24	Comunicación del anuncio de trenes	09/05/24	Comunicación del anuncio de trenes 08/05/25		

**Note:** Other dates may be designated for Concluded Adjustments, when new infrastructures are commissioned. These dates will be communicated in advance.



# Annex B

## 2024/2025 International Path Catalogue

### CORRIDOR PATHS: FIGUERES V.-BARCELONA (MEDITERRANEAN CORRIDOR)

Nº de Surco	Barcelona M.	Figueras V.	Lím. Adif-TP Ferro	Conexiones	Carga, Longitud y Locomotora Tipo
40117	3:41	6:31	6:36	Lyon, Modane, Forbach, Somain	1500 t 750 m Loc 252 (DT) Loc 256
40707	10:40	13:57	14:02	Lyon, Modane, Forbach, Somain	1500 t 750 m Loc 252 (DT) Loc 256
40735	12:58	16:30	16:35	Lyon, Modane, Forbach, Somain	1500 t 750 m Loc 252 (DT) Loc 256
Nº de Surco	Conexiones	Lím. Adif-TP Ferro	Figueras V.	Barcelona M.	Carga, Longitud y Locomotora Tipo
40504	Lyon, Modane, Forbach, Somain	5:59	06:06	09:11	1500 t 750 m Loc 252 (DT) Loc 256
40784	Lyon, Modane, Forbach, Somain	09:05	09:12	12:12	1500 t 750 m Loc 252 (DT) Loc 256
40154	Lyon, Modane, Forbach, Somain	11:11	11:17	14:28	1500 t 750 m Loc 252 (DT) Loc 256

### CORRIDOR PATHS: BADAJOZ -MÉRIDA (ATLANTIC CORRIDOR)

Nº de Surco	Badajoz	-	Mérida	Conexiones	Carga, Longitud y Locomotora Tipo
40743/2	12:45	-	13:47	Entroncamento	1140 t 400 m Loc 335
Nº de Surco	Conexiones	Mérida	-	Badajoz	Carga, Longitud y Locomotora Tipo
40745/4	Entroncamento	17:00	-	18:00	1140 t 400 m Loc 335



## CORRIDOR PATHS: CERBERE-PORTBOU- BARCELONA-ALGECIRAS-ALMERÍA / MADRID (MEDITERRANEAN CORRIDOR)

Nº de Surco	Granollers	-	Portbou	Conexiones	Carga, Longitud y Locomotora Tipo
40105	21:40	-	23:47	Metz y Amberes	960 t 500 m Loc 253
40893	20:23	-	22:46	Lyon y Forbach	960 t 500 m Loc 253
Nº de Surco	Conexiones	Portbou	-	Granollers	Carga, Longitud y Locomotora Tipo
40890	Lyon y Forbach	03:10	-	05:39	960 t 500 m Loc 253
40112	Metz y Amberes	04:15	-	06:20	960 t 500 m Loc 253
Nº de Surco	Constantí	Gerona	Portbou	Conexiones	Carga, Longitud y Locomotora Tipo
40117/6	19:45	23:43	00:41	Lyon y Forbach	960 t 450 m Loc 253
40113/2	18:30	22:26	23:22	Metz y Amberes	960 t 450 m Loc 253
Nº de Surco	Conexiones	Portbou	Gerona	Constantí	Carga, Longitud y Locomotora Tipo
40110/1	Metz y Amberes	04:40	05:47	11:06	960 t 450 m Loc 253
40258/9	Lyon y Forbach	01:15	02:31	06:45	960 t 450 m Loc 253
Nº de Surco	Grisén	Tarragona	Cerbere	Conexiones	Carga, Longitud y Locomotora Tipo
40882/3	19:10	01:36	06:52	Lyon y Forbach	960 t 450 m Loc 253

Nº de Surco	Conexiones	Cerbere	Tarragona	Grisén	Carga, Longitud y Locomotora Tipo
40586/7	Lyon y Forbach	00:55	04:31	09:16	960 t 450 m Loc 253
Nº de Surco	Algeciras	Vicálvaro Cl.	Cerbère	Conexiones	Carga, Longitud y Locomotora Tipo
40152/3 (2)	17:04	12:30	03:56	Lyon y Modane	1060 t 450 m Loc. 335/253 960 t 500 m Loc 253
Nº de Surco	Conexiones	Cerbère	Vicalvaro Cl.	Algeciras	Carga, Longitud y Locomotora Tipo
40512/3 (2)	Lyon y Modane	22:55	12:33	08:40	1080 t 450 m Loc 253 1080 t 450 m Loc 253/335
Nº de Surco	Almería	Vicálvaro Cl.	Cerbère	Conexiones	Carga, Longitud y Locomotora Tipo
40459 (2)	19:30	12:30	03:56	Lyon y Modane	750 t 430 m Loc 335 960 t 450 m Loc 253
Nº de Surco	Conexiones	Cerbère	Vicálvaro Cl.	Almería	Carga, Longitud y Locomotora Tipo
40546 (2)	Lyon y Modane	22:55	12:33	10:40	1080 t 450 m Loc. 253 960 t 430 m Loc 335
Nº de Surco	Murcia	Silla	Cerbère	Conexiones	Carga, Longitud y Locomotora Tipo
40492/3	06:45	14:25	00:25	Lyon, Forbach	960 t 450 m Loc 335 1000 t 450 m Loc 253
40248/9	-	15:15	00:41	Lyon, Forbach	1000 t 450 m Loc 253
40246/7	-	20:23	04:32	Lyon, Forbach	1000 t 450 m Loc 253
Nº de Surco	Conexiones	Cerbère	Silla	Murcia	Carga, Longitud y Locomotora Tipo
40846/7	Lyon, Forbach	2:15	10:01	16:33	1000 t 450 m Loc 253 960 t 450 m Loc 335
40844/5	Lyon, Forbach	12:35	21:42	-	1000 t 450 m Loc 253
40276/7	Lyon, Forbach	09:15	18:13	-	1000 t 450 m Loc 253

(2) Grooves shared with 40197 and 40194/5 of the Atlantic corridor.

# Annex C

## REQUEST FORMS

- \* **INFRASTRUCTURE CAPACITY**
- \* **CAPACITY AT SERVICE FACILITIES**
- \* **BASIC SERVICES**
- \* **ANCILLARY SERVICES**
- \* **SUPPLEMENTARY SERVICES SC-2 TRACTION POWER SUPPLY**

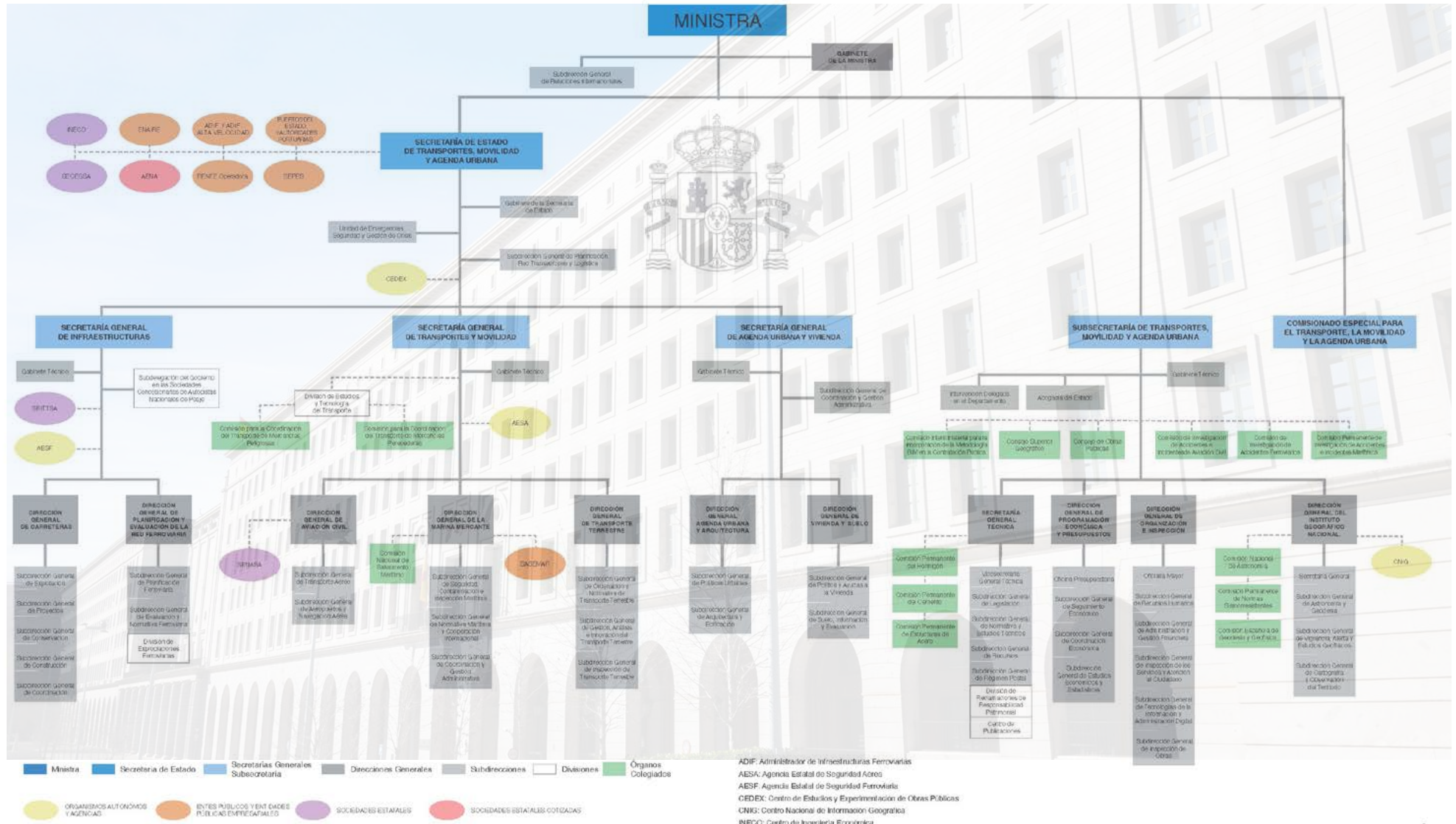
AVAILABLE IN THE FOLLOWING LINK:

Request Forms



# Annex D

## Organization chart of the Ministry



Updated on [www.mitma.gob.es](http://www.mitma.gob.es)

# Annex E

## REFERENCE DOCUMENTATION

Updated to December 31, 2022.

### 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.

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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.**

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#### **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 concerning International Carriage by Rail (COTIF) of 9 May 1980, as amended by Vilnius Protocol of 3 June 1999. Information on the entry into force as of 1 July 2011.

#### **OFFICIAL JOURNAL OF THE EUROPEAN UNION, 13 July 2011.**



International Convention on the Harmonization of Frontier Controls of Freight Goods (Harmonization Convention), Geneva 21 October 1982, amending Annex 9 "Streamlining border crossing procedures for international rail freight transport".

Amendment to the **OFFICIAL JOURNAL OF THE EUROPEAN UNION, of 30 November 2011**

## EUROPEAN REGULATION

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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.  
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**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.



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**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.

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Regarding European Community train driving license models, supplementary certificates, certified copies of supplementary certificates and application forms for train driving licenses, pursuant to Directive 2007/59/ EC of the European Parliament and Council.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 13/1 of 19 January, 2010.

Amended by:

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C1 Corrigendum OJ L 286, 4.11.2010, p.22 (36/2010).

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OFFICIAL JOURNAL OF THE EUROPEAN UNION L 276/22 of 20 October 2010.

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**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.

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**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.

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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.



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**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.

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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.

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**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 persons and persons with reduced mobility.

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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.

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On technical specifications for interoperability of the subsystem “energy” of the rail system in the European Union

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M1 Commission Execution Regulation (UE) 2018/868 of 13 June 2018.

M2 2019/776 (EU) Commission Execution Regulation of 16 May 2019.

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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.

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M2: Commission Implementing Regulation (EU) 2019/778 of 16 May 2019.

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OFFICIAL JOURNAL OF THE EUROPEAN UNION of 5 February 2015.

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**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.

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OFFICIAL JOURNAL OF THE EUROPEAN UNION of 6 April 2018.

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OFFICIAL JOURNAL OF THE EUROPEAN UNION of 25 May 2018.

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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.

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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.

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**Commission Implementing Regulation (EU) 2018/1602** of 11 October 2018. Amending Annex I to Council Regulation (EEC) No 2658/87 concerning the tariff and statistical nomenclature and the Common Customs Tariff.

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OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.

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**Commission Implementing Regulation (EU) 2019/778** of 16 May 2019. Amending Regulation (EU) No. 1305/2014 as regards change management. (Modification TSI - Telematic Applications for Freight).

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.

**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.

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**Commission Implementing Regulation (EU) 2020/424** of 19 March 2020, on presenting information to the Commission about a not application of the technical specifications for interoperability in accordance with Directive (EU) 2016/ 797.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L84/20 of 20 March 2020

**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.

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**Regulation (EU) 2021/267 of the European Parliament and the Council** of 16 February 2021, setting specific and temporary measures, as a result of the COVID-19 crisis extension, regarding the renewal or extension of certain certificates, permits, licenses and authorizations, the postponement of certain periodic controls and continuous training in certain areas of transport legislation and the extension of certain periods contemplated in Regulation (EU) 2020/698.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L60/1 of 22 February 2021.

**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



**Council Directive 1992/106/EEC** of 7 December 1992 on setting common standards for certain combined transport of goods between Member States.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 17 December 1992.

**Directive 2005/47/EC** of the Council, of 18 July, 2005.

Regarding the Agreement between the Community of European Railways (CER) and the European Transport Workers' Federation (ETF) on certain aspects of working conditions for mobile workers who carry out cross border interoperability services in the railway sector.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 195, of 27 July 2005.

**Directive 2007/59/EC** of the European Parliament and of the Council, of 23 October 2007. Regarding certification of train drivers operating locomotives and trains in the Community rail system. OFFICIAL JOURNAL OF THE EUROPEAN UNION L 315, of 3 December 2007.

Amended by:

M1 DIRECTIVE 2014/82/EU OF THE COMMISSION. Text with EEA relevance of 24 June 2014.

M2 DIRECTIVE 2016/82/EU OF THE COMMISSION Text with EEA relevance of 1 June 2016.

M3 2019/554 (EU) Commission Regulation of 5 April 2019, amending annex 6 to 2007/59/EC Directive of the European Parliament and the Council on the certification of locomotive and train drivers in the Community's rail system.

**Directive 2008/68/EC** of the European Parliament and of the Council, of 24 September 2008 Regarding land transport of dangerous goods.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 260, of 30 September 2008.

Amended by:

M1 COMMISSION DECISION of 4 March 2009

M2 COMMISSION DECISION of 25 March 2010.

M3 DIRECTIVE 2010/61/EU DE LA COMMISSION Applicable text for the purpose of 2 September 2010.

M4 COMMISSION DECISION of 14 January 2011

M5 IMPLEMENTING COMMISSION DECISION of 4 April 2012

M6 COMMISSION DIRECTIVE 2012/45/EU Applicable text for the purpose of EEE of 3 December 2012

M7 IMPLEMENTING COMMISSION DECISION of 6 May 2013.



M8 DIRECTIVE 2014/103/EU OF THE COMMISSION Text with EEA relevance of 21 November 2014.  
M9 IMPLEMENTING DECISION (EU) 2015/217 OF THE COMMISSION of 10 April 2014.  
M10 IMPLEMENTING DECISION (EU) 2015/974 OF THE COMMISSION of 17 June 2015.  
M11 IMPLEMENTING DECISION (EU) 2016/629 DECISION of 20 April 2016.  
M12 COMMISSION DIRECTIVE 2016/2309/EU of 16 December.  
M13 2017/695 (EU) Commission Execution Regulation of 7 April.  
M14 2018/217/EU COMMISSION DIRECTIVE of 31 January  
M15 2018/936 (EU) commission execution decision of 29 June.  
M16 DIRECTIVE 2018/1846 COMMISSION DIRECTIVE of 23 November 2018.  
M17 2019/1094 COMMISSION EXECUTION REGULATION of 17 June.  
M18 2019/1243 (EU) European Parliament and Council Regulation, of 20 June 2019.  
M19 COMMISSION IMPLEMENTING DECISION (EU) 2020/1241. Relevant text for EEA purposes of 28 August 2020.  
M20 DELEGATED DIRECTIVE (EU) 2020/1833, OF THE COMMISSION




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C1 Corrigendum, DO L 067, 12.3.2015, p. 32 (Directive 2012/34/UE).

M1 DIRECTIVE 2016/2370/EU of the European Parliament and of the Council of, de 14 de December de 2016 M2 DELEGATED DECISION (EU) 2017/2075 COMMISSION de 4 de September de 2017.

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**Directive 2014/94/EU** of the European Parliament and of the Council of 22 October 2014 on the implementation of an infrastructure for alternative fuels.

OFFICIAL JOURNAL OF THE EUROPEAN UNION, of 28 October 2014.

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**Directive 2016/797/EU** of the European Parliament and of the Council of 11 May 2016. On interoperability of the rail system within the European Union.

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Amended by Directive (EU) 2020/700, of the European Parliament and the Council, of 25 May 2020, on extending the transposition periods

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**Directive 2016/798/EU** of the European Parliament and of the Council of 11 May 2016. On railway safety.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 138 of 26 May 2016.

Amended by Regulation (EU) 2020/1530 of 21 October 2020, on applying railway safety and interoperability standards to the fixed connection across the English Channel.

Amended by Directive (EU) 2020/700 of the European Parliament and the Council, of 25 May 2020, on extending the transposition periods

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**Directive (EU) 2016/1148** of the European Parliament and of the Council of 6 July 2016 on measures to ensure a high common level of safety of networks and information systems in the Union.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 19 July 2016.

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**Directive (UE) 2020/700** of the European Parliament and of the Council of 25 May 2020, granting Member States an additional period to complete the transposition process until 31 October 2020

## EXECUTION DECISIONS

**Commission Execution Decision 2011/665/EU** of 4 October 2011 on the European Register of Authorized Types of Rail Vehicles

OFFICIAL JOURNAL OF THE EUROPEAN UNION, of 8 October 2011.

M1 Commission Execution Regulation 2019/776 of 16 May 2019.

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**Commission Delegated Decision (EU) 2017/1474** of 8 June 2017

Completing (EU) 2016/797 Directive of the European Parliament and of the Council as regards the specific purposes of drafting, adoption and review of interoperability technical specifications.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 15 August 2017.

M1 Commission Implementing Regulation 2019/776 of 16 May 2019.

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**Law 15/2009**, of 11 November on contracts of land transport of freight.

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**Royal Decree-Law 22/2012**, of 20 July on measures to adopt in the field of infrastructure and rail services

Official State Gazette of 21 July 2012.

**Law 3/2013** of 4 June, to create the National Commission for Markets and Competition

Official State Gazette of 5 June 2013.

M1 Royal Decree-Law 23/2018, of 21 December on transposing directives on trademarks, rail transport and combined travel and related travel services. STATE OFFICIAL GAZETTE of 27 December 2018.

M2 Royal Decree-Law 1/2019, of 11 January on urgent measures to adapt the powers of the National Commission of the Markets and Competition to the requirements arising from Community law with regard to Directives 2009/72/EC and 2009/73/EC of the European Parliament and of the Council of 13 July 2009 on common rules for the internal market of electricity and natural gas. STATE OFFICIAL GAZETTE of 12 January 2019.

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**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.

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**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.

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**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

## RULES WITH ROYAL DECREE STATUS

**Royal Decree 387/1996**, of 1 March.

Approving the Basic Guideline of Civil Protection Planning toward a risk of accident carrying dangerous goods by road and rail.



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**Royal Decree 1566/1999** of 8 October.

On safety advisers for transport of dangerous goods by rail or inland waterways

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**Royal Decree 412/2001** of 20 April.

Regulating several aspects related to the transport of dangerous goods by rail. Official State Gazette of 8 May 2001.

AMENDED are annexes 2 and 3 and Annex 1 IS REPLACED, by Order ITC/254/2007, of 1 February.

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**Royal Decree 1256/2003** of 3 October.

Determining the competent authorities of the State General Administration on transport of dangerous goods and governing the commission to coordinate such transport

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**Royal Decree 2387/2004**, of 30 December. Approving Rail Industry Regulation.

Official State Gazette, of 31 December 2004.

Transitional Provision 1.1 is DELETED by virtue of Royal Decree 664/2015, of 17 July.

AMENDED IS 11 additional provision by Royal Decree 623/2014, of 18 July.

REPEALED are Title VI, by Royal Decree 657/2013, of 30 August.

AMENDED is art. 56, by Royal Decree 641/2011, of 9 May.

AMENDED are: Arts. 129 and 134, by Royal Decree 1434/2010, of 5 November.

- Arts. 54 to 56 and 78.2.f) and additional provision 10 is DELETED, by Royal Decree 100/2010, of 5 February.
- Article 134 of Royal Decree 1006/2015, of 6 November.

REPEALED are Chapters V and VI of Title III and arts 16.1, 27.2, 35.2, 63.2 and 3, 82, 88, 133, 134.2 and Annex are AMENDED by Royal Decree 810/2007 of 22 June.

REPEALED are 14 additional provision and AMENDED are certain provisions, by Royal Decree 354/2006, of 29 March.

AMENDED: arts. 45.2, 63 indicated references and ADDED a sole additional provision and DELETED transitory provision 5 of Royal Decree 2387/2004, of 30 December by Royal Decree 271/2018, of 11 May (Ref. STATE OFFICIAL GAZETTE-A-2018 -6372).

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**Royal Decree 2395/2004**, of 30 December.

Approving the Statute of state-owned Administrador de Infraestructuras Ferroviarias.

Official State Gazette, of 31 December 2004.

AMENDED are arts. 1, 3, 4, 6, 9, 11, 13, 16, 17, 23, 27, 30, 31, 33, 34 and 40, by Royal Decree 1044/2013, of 27 December. AMENDED ARE: Art. 15.1, by Royal Decree 104/2011, of 28 January.

Arts. 3.1 and 16.1.p), by Royal Decree 458/2010, of 16 April. CORRECTION of errors in Official State Gazette num. 23 of 27 January 2005.



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**Royal Decree 1544/2007**, of 23 November.

Which governs access basic conditions and non-discrimination to access and use transport modes for people with disabilities.

Official State Gazette, of 4 December 2007.

AMENDED ARE Annexes I and IX, by Royal Decree 1276/2011, of 16 September. CORRIGENDUM of errors in Official State Gazette Nr. 55, of 4 March 2008.

Annexes I and IX ARE AMENDED by Royal Decree 1276/2011, of 16 September.

Amended by Royal Decree 537/2019, of 20 September, which modifies Royal Decree 1544/2007, of 23 November, governing the basic conditions of accessibility and non-discrimination to access and use of transport means for people with disabilities.

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**Royal Decree 1579/2008**, of 26 September.

Amending Royal Decree 1561/1995, of 21 September, regarding special working days and regulating certain aspects of working conditions for mobile workers who carry out cross border interoperability services in the rail transport industry.

Official State Gazette, of 4 October 2008.

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**Royal Decree 626/2013** of 2 August.

Setting up six certificates of professionalism of the professional family Transport and maintenance of vehicles included in the National Repertoire of certificates of professional competence and updating certificates of professional competence set out as Annex V to Royal Decree 723/2011 of 20 May and annex V to Royal Decree 1539/2011, of 31 October.

Official State Gazette of 18 September 2013.

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**Royal Decree 657/2013** of 30 August. Approving the Organic Statute of the National Commission on Markets and Competition

Official State Gazette of 31 August 2013.

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**Royal Decree 1044/2013** of 27 December. Approving the Statutes of state-owned ADIF-Alta Velocidad

Official State Gazette of 28 December 2013.

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**Royal Decree 623/2014** of 18 July. Governing railway accidents and incidents investigation and the Commission of Investigation of Railway Accidents.

Official State Gazette of 19 July 2014.

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**Royal Decree 627/2014**, of 18 July. On assistance to victims of railway accidents and their families.

Official State Gazette of 19 July 2014.

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**Royal Decree 1072/2014**, of 19 December. Whereby the Rail Safety Government Body is created and their Statutes approved.

Official State Gazette of 23 December 2014.

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**Royal Decree 664/2015** of 17 July. Approving Railway Traffic Regulation.

Official State Gazette of 18 July 2015.

Amended by Royal Decree 292/2016 of 15 July, which amends the single transitory provision of Royal Decree 664/2015 of 17 July, approving Rail Traffic Regulations.

Amended by Royal Decree 1011/2017, of 1 December, amending Royal Decree 664/2015, of 17 July approving Rail Traffic Regulation.

Amended by Royal Decree 695/2018, of 29 June, which amends Royal Decree 664/2015, of 17 July, and Royal Decree 1011/2017, of 1 December.

Amended by Royal Decree 1513/2018, of 28 December, which modifies sole transitory provision of Royal Decree 664/2015, of 17 July approving Rail Traffic Regulation.

Amended by Royal Decree 469/2021, of 29 June, which modifies Royal Decree 664/2015, of 17 July 17, approving Railway Traffic Regulation.

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**Royal Decree 1434/2018**, of 7 December, to transfer to the Autonomous Community of the Basque Country, the functions and services of State Administration regarding railways and rail transport linked to Basurto Hospital-Ariz and Irauregi-Lutxana-Barakaldo railway lines.

Official State Gazette of 14 December 2018.

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**Royal Decree 645/2020**, of 7 July, develops the basic organizational structure of the Ministry of Transport, Mobility and Urban Agenda.

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**Royal Decree 929/2020**, of 27 October, on rail operational safety and interoperability.

Official State Gazette of 29 October 2020.

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## 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.

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**Order INT/3716/2004** of 28 October. To publish intervention files for the performance of operational services in emergency accidents in the transport of dangerous goods by road and rail.

Official State Gazette of 16 November 2004.

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**Order FOM/32/2005** of 17 January. Creating the Coordination Committee of Railway Activities. Official State Gazette of 21 January 2005.

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**Order FOM/897/2005** of 7 April. Regarding the Network Statement and the procedure to Allocate Rail Infrastructure Capacity.

Official State Gazette of 9 April 2005.

AMENDED BY:

- Certain precepts, and art. 5 bis per Order FOM/642/2018, of 13 June.
  - Art. 10, by Order FOM/1977/2015, of 29 September.
  - Art. 11.b), by Order FOM/420/2014, of 7 March. Additional single provision ADDED by Order FOM/189/2015.
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**Order FOM/898/2005** of 8 April. Setting the prices of rail tariffs established in articles 74 and 75 under Law 39/2003, of 17 November, of the Rail Industry.

Official State Gazette of 9 April 2005.

AMENDED ARE:

- Art. 1 and annexes I, II and III, by Law 1/2014, of 28 February
  - Arts. 1 and 2, by Law 22/2013, of 23 December.
  - Art. 1.1.a) and d) and Annexes I to III, by Royal Decree-Law 11/2013, of 2 August.
  - Arts. 1 and 2 and Annexes I, II, IV and V, by Order FOM / 2336/2012, of 31 October. Order FOM/2336/2010, of 13 December, Official State Gazette 15 December 2010.
  - Annexes II and V, by Order FOM/3417/2011, of 1 December.
  - Annexes II and V, by Order FOM/3852/2007, of 20 December.
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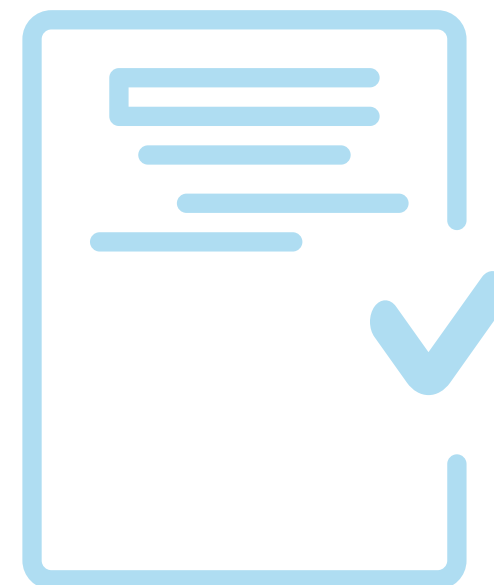
**Order FOM/1269/2006**, of 17 April. Approving Chapters 6 ballast and 7 Subballast, of the general technical specifications of railway stock.

Official State Gazette 1 May 2006.

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**Order FOM/2909/2006** of 19 September. Determining the assets, obligations and rights of RENFE Operadora.

Official State Gazette, of 22 September, 2006.



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**Order FOM/2924/2006**, of 19 September. Governing the minimum content of the annual report for the transport of dangerous goods by road, rail or inland waterways.

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**Order FOM / 3671/2007**, of 24 September. Approving the Instruction on actions to be considered in the Project of railway bridges (IAPF-07).

Official State Gazette of 17 December 2007

Corrigendum Official State Gazette 1 November 2008.

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**Order FOM/2257/2010**, of 2 August. Setting the date when the Railway Infrastructure General Department will assume responsibility for safety certificates under Regulation on Traffic Safety in General Interest Rail Network.

Official State Gazette, of 23 August 2010.

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**Order FOM/2872/2010**, of 5 November.

Establishing the conditions to obtain approval certificates that allow staff to perform functions related to rail traffic safety, as well as of the regime of approved training centers and of staff medical examinations.

Official State Gazette, of 9 November, 2010.

Corrigendum Official State Gazette of 11 February 2011.

Amended by Order FOM/679/2015 of 9 April, Official State Gazette of 20 April 2015. Amended by Order FOM/1613/2016, of 4 October, State Official Gazette of 8 October 2016.

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**Order FOM/3317/2010**, of 17 December. Approving the Instruction on specific measures to improve efficiency carrying out public works of railway infrastructure, roads and airports of the Ministry of Public Works.

Official State Gazette of 23 December 2010.

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**Order FOM/2818/2012** of 28 December. Setting the criteria to segregate assets and liabilities of state-owned company Ferrocarriles Españoles de Vía Estrecha (FEVE) between the Rail Infrastructure Manager (Adif) and RENFE-Operadora.

Official State Gazette of 31 December 2012.

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**Order ECD/101/2013** of 23 January. That sets the curriculum of intermediate level education corresponding to the Engineering Degree in Maintenance of Rolling Stock.

Official State Gazette of 1 February 2013.

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**Order PRE/2443/2013** of 27 December. On definition of assets and liabilities of state-owned company Administrador de Infraestructuras Ferroviarias that pass to the ownership of state-owned company ADIF-Alta Velocidad.  
Official State Gazette of 28 December 2013.

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**Order FOM/189/2015**, of 11 February. Developing basic principles to apply incentives in the system of tariffs for the use of railway infrastructure, set out in Art.73 of Law 39/2003 of 17 November, of the Railway Sector.  
Official State Gazette of 12 February 2015.

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**Order FOM/710/2015**, of 30 January. Approving the Catalogue of Lines and Sections of the General Interest Rail Network. Spanish  
Official Gazette of 23 April 2015.

M1 Order FOM/925/2018, of 10 September (Ref. State Official Gazette-A-2018-12397)

M2 Order TMA/1240/2020, of 8 December (Ref. State Official Gazette-A-2020-16830)

M3 Order TMA/488/2021, of 19 May (Ref. State Official Gazette-A-2021-8513)

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**Order FOM/1630/2015** of 14 July. Approving the "Rail Gauge Instruction".  
Official State Gazette of 4 August 2015.

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**Order FOM/1631/2015** of 14 July. Approving the Instruction for the design and construction of railway projects IF-3. Ballasted track. Calculation of coating thicknesses on the cross section.  
Official State Gazette of 4 August 2015.

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**Order FOM/1613/2016**, of 4 October. Amending Order FOM/2872/2010 Order of 5 November, which sets the conditions to obtain the certifications that allow for exercising the functions of railway staff related to traffic safety are determined, as well as the regime of approved training centers and medical examination of such staff.  
State Official Gazette of 8 October 2016.

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**Order FOM/2015/2016**, of 30 December.

Approving the Official Catalogue of Rail Traffic Signals in the General Interest Railway Network. State Official Gazette of 19 January 2017.

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**Order TMA/576/2020**, of 22 June approving "Railway Instruction: Technical specifications of railway rolling stock to commission self-propelled units, locomotives and coaches (IF MR ALC-20)".

State Official Gazette, of 26 June 2020.

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**Order TMA/404/2022**, of 25 April governing aspects of the certification regime of companies dedicated to maintaining railway vehicles, amending data registerable in the Special Railway Registry of the Railway Sector Regulation, approved by Royal Decree 2387/2004, of 30 December and setting a transitory regime to approve maintenance centers of rolling stock different to freight wagons, provided for in Order FOM/233/2006, of 31 January.

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State Official Gazette of 7 May 2022

**Order TMA/1338/2022**, of 23 December, approving the "indicative strategy to develop, maintain and renewal of rail infrastructure" for 2021-2026.

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State Official Gazette, 30 December 2022.

**Order TMA/135/2023, of 15 February**, approving the railway instruction with the project and construction of the infrastructure subsystem (IFI) and the railway instruction for the project and construction of the energy subsystem (IFE). It also amends Order FOM/1630/2015 of 14 December July, approving the railway Gauge Instruction and Order FOM/2015/2016, of 30 December, approving the Official Catalogue of Railway Traffic Signals in the General Interest Railway Network.

State Official Gazette, of 18 February 2023.

## RESOLUTIONS OF MINISTRY

**Resolution of 10 July 2009**, of the General Department of Rail Infrastructure. Approving the "Technical Specification to approve Railway Rolling Stock: Wagons". Official State Gazette, of 14 August, 2009.

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**Resolution of 10 July, 2009**, of the General Department of Rail Infrastructure. Approving the "Technical Specification to approve Railway Rolling Stock: Ancillary Rolling Stock". Official State Gazette, of 19 August 2009.

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**Resolution of 22 March 2010**, of the General Department of Land Transport. Publishing the Agreement by the Council of Ministers of 5 March, 2010, to adapt to the current situation of rail transport the Regulation (EC) No. 1371/2007, of the European Parliament and the Council, of 23 October 2007, on the rights and obligations of rail passengers.

Official State Gazette, of 1 May, 2010.

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**Resolution of 29 June 2011**, of the Sub-Secretariat of Public Works

Establishing the procedure to present reverse charge and payment conditions via telematics of different fees corresponding to the Ministry of Public Works

Official State Gazette of 16 July 2011.

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**Resolution of 28 January 2014**, of the State Secretariat for Infrastructure, Transport and Housing,

That publishes the Agreement of the Board of Directors of Adif-Alta Velocidad that orders the execution of certain tasks to the state-owned company Administrador de Infraestructuras Ferroviarias (Adif)

Official State Official Gazette of 11 February 2014.

**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-Luxana-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.

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**Resolution of 7 September 2021**, of the Secretary of State for Transport, Mobility and Urban Agenda, publishing the Agreement of the Board of Directors of the state-owned Company ADIF-Alta Velocidad, on competence delegation.

State Official Gazette of 1 October 2021.

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**Resolution of 7 September 2021**, of the Secretary of State for Transport, Mobility and Urban Agenda, publishing the Agreement of the Board of Directors of the state-owned Company ADIF-Alta Velocidad, on competence delegation, approving the Resolution of the President of the state-owned Company ADIF-Alta Velocidad, of 29 June 2021, delegating certain powers to the Company's internal bodies

State Official Gazette of 1 October 2021.

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**Resolution of 29 November 2021**, of the state-owned company Administrador de Infraestructuras Ferroviarias, setting up the Electronic Headquarters and determining the availability of notifications at said headquarters.

State Official Gazette of 17 December 2021

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## RESOLUTIONS OF THE RAILWAY INFRASTRUCTURE MANAGER

**Resolution of 9 July 2019** of Administrador de Infraestructuras Ferroviarias State Owned Company. To publish Adif-Alta Velocidad state-owned company Management Entrustment Agreement to execute material or technical activities.

Official State Gazette of 8 August 2019.

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**Resolution of 10 January 2020, by the Chair of the state-owned company Adif-Alta Velocidad**, to publish the Agreement on Management Entrustment upon the state-owned company Adif, to perform the activities of a material or technical nature.

State Official Gazette of 10 February 2020

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**Resolution of 15 April 2020**, of the state-owned Company ADIF-Alta Velocidad, publishing the Addendum to the Agreement to manage the state-owned Company Administrador de Infraestructuras Ferroviarias, to perform activities of a material or technical nature.

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**Resolution of 29 November 2021**, of the State-owned company Administrador de Infraestructuras Ferroviarias, publishing the Agreement with SNCF Réseau, for a cross-border coordination.

**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

**The national and European regulations governing railway safety and interoperability should be consulted on the official website of the State Railway Safety Agency (AESF):**

- \* National regulations: <https://www.seguridadferroviaria.es/normativa/normativa-nacional/normativa-general-ferroviaria>.
- \* European Standard: <https://www.seguridadferroviaria.es/normativa/normativa-europea/normativa-en-materia-de-seguridad>.



# Annex F

## Glossary, Acronyms and Definitions

ACRONYMS	
<b>AESF</b>	State Agency for Rail Safety
<b>ASFA</b>	Automatic Brake and Signal Warning
<b>ATP</b>	Automatic Train Protection
<b>BA</b>	Automatic Block System
<b>BAB</b>	Two Way Automatic Block System
<b>BAD</b>	Double Track Automatic Block System
<b>BAU</b>	Single track Automatic Block System
<b>BCA</b>	Automatic Control Block System
<b>BLA</b>	Automatic Release Block System
<b>BSL</b>	Side Signal Block System
<b>BT</b>	Telephone Block System
<b>CE</b>	European Commission
<b>CIAF</b>	Commission of Rail Accident Investigation
<b>CNMC</b>	National Commission on Markets and Competition
<b>CTC</b>	Centralized Traffic Control
<b>DGTT</b>	General Department for Land Transport. Ministry of Transportes, Movilidad y Agenda Urbana
<b>DR</b>	Network Statement

ACRONYMS	
<b>RU/RUs</b>	Rail Undertaking / Rail Undertakings
<b>EMS</b>	Energy Measurement System
<b>ETH-TSA</b>	Technical Specifications for Approval
<b>ETI-TSI</b>	Technical Specification for Interoperability
<b>ERTMS</b>	European Rail Traffic Management System
<b>ETCS</b>	European Train Control System
<b>GC</b>	Capacity Manager
<b>GSM-R</b>	Global System for Mobile Communications – Railway
<b>H24</b>	H24 Network Management Centre
<b>LSF</b>	Rail Sector Act
<b>LZB</b>	Linien Zug Beeinflussung
<b>OSS</b>	One Stop Shop
<b>PAT</b>	Alternative Transport Plan
<b>PM</b>	Control Centre
<b>PT</b>	Transport Plan
<b>RCF</b>	Rail Traffic Regulations
<b>REF</b>	Special Railway Register
<b>RFIG</b>	General Interest Rail Network
<b>REM</b>	Responsible for Embarked Measurement
<b>RNE</b>	Rail Net Europe
<b>RSF</b>	Rail Sector Regulation

## ACRONYMS

<b>SIGES</b>	Special Train Management System
<b>SIPSOR</b>	Computer System for Request of Occasional and Regular Train paths
<b>SYACIS</b>	Capacity Request and Allocation at Service Facilities
<b>TEN-T/RTE-T</b>	Trans European Network-Transport
<b>TERFN</b>	Trans European Rail Freight Network
<b>TEU</b>	Twenty-foot Equivalent Unit (Container)
<b>EU</b>	European Union
<b>UIC</b>	Unión Internacional de Chemins de Fer (International Union of Railways)
<b>UTI</b>	Intermodal Transport Unit



## DEFINITIONS

**Agreed Service Adjustment:** Service adjustment where general changes to the Transport Plan are introduced.

**Allocation:** the rail infrastructure manager grants the right to serve railway infrastructure.

**Allocation Factor (Fi):** Percentage of responsibility for the unpunctuality assigned to every management area.

**Alternative Transport Plan (TAP):** Temporal variation of the base or master planning to an Applicant by railway infrastructure manager on a particular line due to traffic incidents or significant variations in track capacity, even on a schedule (works, for example).

**Alternative Route:** Route between the same origin and same destination, provided that both routes may be substituted for the railway undertaking to operate these for passenger or freight transport service concerned.

**Ancillary Rolling Stock:** Ancillary rolling stock are rail vehicles specifically equipped for supervisory, examination and maintenance duties of tracks and its permanent facilities, including, among others, track machinery, and rail-road vehicles (bimodal), as well as those for workshop trains, and aid.

**Application for Capacity Request and Allocation at Service Facilities (SYACIS):** It is the computer application that railway infrastructure manager makes available to RUs and other Applicants (owners of rolling stock, transport actors, shippers, and transport operators) in the process of capacity allocation at service facilities

**Applicant:** Railway Undertakings and international business groups setting up such undertakings. Also, public administrations with transport service powers to provide rail transport services that have a public interest in capacity allocation or consignees, loaders and transport companies and operators, which are not considered as railway undertakings but are interested in capacity allocation.

**Approval:** Document entitling the holder to perform some functions based on his/her capacity as accredited after completing formal training, according to RD 664/2015 RCF.

**Authorization for Exceptional Transport:** It is a document established by CPCTE, chaired by Traffic Safety Department, which, arising from a Viability Study, establishes the conditions of transport and traffic requirements to be fulfilled for said transport. If necessary, we can determine, among other requirements, the need for staff to accompany track, electrification and others.

**Authorization to run train vehicles:** Conducting testing, or transfers on the Railway Network of General Interest require that the rail vehicle performing these has a provisional authorization to run granted by the rail infrastructure manager. The applicant must inform the head of the railway safety authority about traffic appropriate temporary authorizations.

**Block Systems:** System or process aimed at ensuring that the trains running on the same route and in the same direction, do it separately at a distance that prevents these from reaching, and that when a train runs on a track, does not run another in the opposite direction on the same tracks.

**Capacity Increase Plan:** The measure or set of measures, accompanied by an application calendar, are proposed to mitigate capacity limitations that have motivated qualifying a section as congested infrastructure.

**Capacity Manager:** Department of railway infrastructure manager that has the duty to receive infrastructure capacity requests from Applicants and to plan and allocate the capacity in the Rail Network of General Interest managed by Adif and ADIF Alta Velocidad. In Adif it is part of the Department Office for Capacity Planning and Management reporting to the Department of Network Management and Innovation.

**Capacity Manual:** Document supplementing NS that gives details on specific Capacity Allocation rules applying to every network line.

**Capacity Reserve:** if the rail infrastructure manager after assessing does not make it available to authorized applicants in the allocation process prior to texting the final service schedule, it is in order to respond quickly to requests for specific capacity. This shall also apply to cases of congested infrastructure.

**Certification Bodies:** Bodies accredited by the National Accreditation Organization (ENAC), according to harmonized standards in UNE 66500 series (EN 45000), responsible for validating compliance with TSA by rolling stock.

**CIS (Charging Information System):** Charging information system for Rail Net Europe.

**Commissioning Authorization:** All railway vehicles that are going to run on RFIG shall have this authorization (first or second level), granted by the DGF.

**Computable Delay (Rc):** For every train, delay time measured in minutes exceeding the punctuality threshold established for it in the performance scheme.

**Computing System for Occasional and Regular Path Requests (SIPSOR):** A computing system that railway infrastructure manager makes available to RUs and other Authorized Applicants in Capacity Allocation process to request regular paths (SERVITREN) and occasional paths (TRENDIA).

**Congested Infrastructure:** Element of infrastructure for which the demand for capacity cannot be fully satisfied during certain periods, even after coordination of all the requests for capacity.



**Contingency Plan:** A document issued by the rail infrastructure manager that contains, a list of Administrations, bodies and public bodies that must be informed in the event of a major incident or serious disturbance to rail traffic. It must conform to the provisions of state law on civil protection, and take account of regional powers in this area.

**Control Centre (CC):** Railway infrastructure manager Specific department that manages and governs real time traffic.

**Coordination Process:** The process by which Capacity Manager and Applicants try to solve disputes over train path requests.

**Dangerous Goods:** Stock and objects which transport is forbidden by RID (international regulation on the transport of dangerous goods by rail) or authorized only under certain conditions, since these are substances/items with hazardous properties that may cause injury to persons, and damage to the environment, property and other assets, unless properly handled during transport - including movement, loading, unloading, storage and other handling. For example, explosive substances, gases, flammable liquids, toxic substances, radioactive materials.

**Delay on Arrival (RLL):** Elapsed time, measured in minutes, between the actual time of arrival at destination and the scheduled time.

**Development of railway infrastructure:** network planning, financial and investment planning and infrastructure construction and improvement

**Entity in charge of maintenance:** Entity responsible for maintenance of rail vehicles, registered as such in the Special Railway Registry that is responsible for the following maintenance functions: management, development of maintenance, maintenance management of the fleet, and performing maintenance.

**European Railway Agency (ERA):** Agency created by EU in order to progressively unite national safety and technical standards in Member States and to set common safety goals for all European railways.

**Feasible alternative:** access to another service facility, acceptable from an economic point of view for the railway undertaking, which allows to operate the concerned passenger and freight transport services.

**Framework Agreement:** Agreement signed between the rail infrastructure manager and an Applicant for a longer period than the Service Timetable and which sets out the characteristics of the infrastructure capacity requested and offered to the Applicant, the procedure to satisfy their legitimate needs without reducing the rights of other Applicants and which may set out collaboration guidelines to improve the quality of the services offered.

**General Interest Railway Network (RFIG):** General Interest Rail Network is made up of rail infrastructures that are essential to ensure a common rail transport throughout country territory, or if their joint management is necessary for a proper operation of such a common transport system, i.e if linked to international traffic routes, if joining different autonomous regions and their connections and accesses to major population and transport centers or to essential facilities for national defense or economy, according to Art. 4 in Rail Sector Act. Annex I to this NS includes a Catalogue of Lines and Sections that are part of the General Interest Rail Network, according to article 38 in Law 11/2013 of 26 July.



**GTRENES:** Railway infrastructure manager application, designed for train management regarding train sets and characteristics, as well as any alteration they may suffer in their routes according to the transport plans in periods of less than a day. It is available for all RUs, by telematics and using safe connection protocols.

**H24 Network Management Center:** Adif division with the main duty of coordinating rail traffic management with various Traffic Offices and High Speed Network Regulation and Control Centers, as well as providing RUs with alternative solutions to traffic scheduling changes, and any other solutions that help to maintain traffic regularity and normality. If required by operating conditions, it will also establish alternative transport plans for the various contingencies and incidents that may occur in the Network.

**Halt:** Rail infrastructure where passengers can get on and off the train.

**Infrastructure Capacity:** Capacity to program rail paths requested for an infrastructure segment for a given period..

**Infrastructure Capacity Allocation:** Assignment by railway infrastructure manager of time periods to the corresponding Applicants in order for a train to be able to run between two points for a certain period.

**Infrastructure Capacity Allocation Schedule:** Schedule that a RU or Entitled Applicant shall follow to request infrastructure Capacity Allocation.

**Infrastructure Manager:** any body or company responsible for the operation, maintenance and renewal of railway infrastructure in a network, and equally responsible for participating in its development in accordance with the standards set by the Member State within the framework of its general policy on infrastructure development and financing. (Directive (EU) 2016/2370 of the European Parliament and of the Council).

**International Business Association:** Any association of at least two railway undertakings established in different Member States of the European Union, with the purpose of providing international transport services between Member States.

**International Freight Transport Service:** Any transport service with the train crossing at least one Spanish border. The train can be set or divided, or both, and different sections may have different origins and destinations, as long as all cars cross at least one border.

**International Passenger Transport Service:** Any transport service with the train crossing at least one Spanish border and if the main purpose is to transport passengers between stations located in different States. The train can be set or divided, or both, and the different parts can have different origins and destinations, as long as all the cars cross at least one border.

**Line:** Part of the rail infrastructure that links two particular points and which is made up of the following parts: track platforms, track superstructures, including ballast and track material such as sleepers, fastening equipment, tracks, deviations and switch gears) civil engineering such as bridges, crossovers and tunnels, all electrification facilities (including posts, contact overhead-lines, electric transformer stations and electric stations) and safety, signaling, and track telecommunications facilities, and items that allow lighting. Passenger transport stations and freight transport terminals or other buildings or facilities for Passenger Services are not included in this concept.

**Maintenance Band:** Track capacity reserve necessary for ordinary maintenance of the infrastructure.

**Maintenance Center Approval:** Authorization granted by the State Agency for Rail Safety to a maintenance center of rolling stock, which shows that it meets regulatory, technical and operating conditions required to perform their activity.

**Maintenance Center Certification:** Authorization granted by the railway infrastructure manager empowering a maintenance center of rolling stock holder thereof, to perform any maintenance work or set of maintenance operations on a particular type or class of railway vehicle.

**Mallas-Mesh:** Railway infrastructure manager computer system for programming capacities.

**Monthly Service Adjustment:** Limited service adjustment of the Operator Transport Plan. It usually takes place once a month. It has more restrictive conditions on changes and train path creation.

**Network Statement (NS):** Document outlining the features of the infrastructure made available to RUs and access conditions to it. It outlines the general rules, periods, procedures and criteria relating to tariffs and capacity allocation Systems. It also contains further information necessary to request a train path or Service Facilities.

**Notified Bodies:** Bodies responsible for assessing conformity or suitability for use of interoperability components or performing “EC” subsystem verification processes.

**One Stop Shop (OSS):** National point of contact that infrastructure managers provide to Applicants for requesting access information and capacity to infrastructures in all integrated networks.

**Operation of the railway infrastructure:** allocation of railway tracks, traffic management and setting tariffs to use the infrastructure.

**Operator of the service facility:** The private or public entity responsible for managing one or more service facilities specified in article 42, Rail Sector Act, or for providing to railway undertakings one or more services at said facilities, and supplementary and ancillary services as defined in Rail Sector Act.

**Path:** Infrastructure capacity needed to run a train between two places over a given time-period.

**PCS (Path Coordination System):** Web application made available by RNE for Infrastructure Managers, Capacity Allocation Bodies and Applicants to manage and coordinate processes of Capacity Allocation.

**Provisional Operating Permission:** To carry out trials, tests or transfers, a rail vehicle shall have previously obtained Provisional Operating Permission granted by railway infrastructure manager.

**Punctuality threshold (Up):** For the incentive system, margin of time, measured in minutes, to consider a delayed train arrival at destination as non-punctual.

**Rail Net Europe (RNE):** European organization with the purpose of quickly and efficiently allocating capacity for all types of international rail traffic, in accordance with national laws and regulations, and of the European Union.

**Railway Traffic Regulations (RCF):** Document setting traffic rules on the General Interest Rail Network and the conditions necessary for train traffic, incorporating the principles governing the organization of traffic, the basic technical vocabulary, mandatory documents, the meaning of signals, standards to be met for trains to run in the General Interest Rail Network, their entry, departure and running through stations, types of blocking and interlocking, rules for train composition and braking, shunting ways, etc.

**Railway Undertaking (RU):** Railway undertakings are entities, licensees of railway undertakings, which main business is to provide services for passengers or freight by rail, in the terms established in this law. Railway undertakings shall, in any case, provide traction. Also those providing traction only, shall be considered to be considered railway undertakings.

**Rail Undertaking License:** Authorization granted by a State to an undertaking, by which its capacity as a Railway Undertaking is recognized and which may be limited to supplying certain types of transport services.

**Railway Vehicle Maintenance Plan:** A document that outlines a set of maintenance operations established for each maintenance intervention that shall be performed on a railway vehicle and their frequency during its useful life in order to keep it in the condition required during its validation, required technical characteristics in terms of safety, reliability, technical compatibility, healthiness, environmental protection and, where appropriate, interoperability, in accordance with TSA.

**Reasonable Profit:** A rate of remuneration of own capital that takes into account the risk, including the risk that affects revenue, or the absence of risk, of the service facility operator and in line with the registered average rate in the Sector in recent years.

**Related railway service:** Basic, supplementary or ancillary service included in points 2, 3 and 4 of Annex II to Directive 2012/34/EU.

**Regulation on Traffic Safety in the Network Managed by Adif:** It is developed in Royal Decree 810/2007, of 22 June published in State Official Gazette of 7 July 2007. Updated in Annex 1, Common Safety Indicators through Royal Decree 918/2010, of 16 July as published in State Official Gazette of 5 August 2010. Amended the section of entity responsible for maintenance by Royal Decree 641/2011 of 9 May.

**Rolling Stock Maintenance Center:** Organization designed to carry out maintenance interventions and their operations, outlined in the maintenance plan of every rail vehicle, in accordance with that set forth in Order FOM 233/2006 of 31 January. In order to carry out these functions, all maintenance centers shall be approved by the DGF and hold a specific authorization for each type of maintenance intervention be carried out and in accordance with the characteristics of the rail vehicle subject to maintenance, granted by railway infrastructure manager.

**Rolling Stock Validation:** Process for approving rolling stock referred to in article 58 under Rail Sector Act, which ensures that rolling stock complies with applicable TSA.

**Route:** A line of railroad track to be taken from a starting point to a point of destination.

**Safety Certificate:** The safety certificate proves that the railway undertaking has established its own safety management system and is able to meet the requirements regarding control, traffic and safety systems, knowledge and staff requirements related to rail traffic safety and technical characteristics of rolling stock that will be used and maintenance conditions, in order to control risks and operate on the network in a safe way.

**Safety Responsible Authority:** It is the national agency responsible for functions relating to safety in rail traffic or any binational body to whom Member States have entrusted these functions to ensure a unified safety regime in relation to specialized cross-border infrastructure.

**Section:** A block section is the track part or a part of each track on which under normal traffic conditions there may be only one train at a time. Depending on the block system, it can be between two collateral stations or two block warning signs.

**Service Adjustment:** Date set by the rail infrastructure manager to adjust the transport plan (TP).

**Service Facility Capacity:** Service facility use and potential service provision over a given period, taking into account the time necessary to access the service facility or to leave it.

**Service Timetable:** Document that includes all details determining planned movements of trains and rolling stock that will take place on a particular infrastructure in the period of said Timetable.

**Shunting:** Movement to add or segregate vehicles from a train. Set or unset a train. Sort vehicles or material cuts. Classify vehicles in the same way or from one to another within shunting limits. Perform the necessary movements to change on gauge changers train gauge when these are equipped with the necessary technology. Bring or carry stock from/to open track facilities lacking a remote protection signal from the station or the CTC. Perform stock movements between collateral facilities that complement each other forming a logistic railway complex.

**Siding:** State or private owned rail infrastructure consisting of a track facility for wagon load, unload and stabling, with connections to a line through one or more switches on open line, and which is used to complement RFIG.

**Special Railway Register (REF):** A mandatory registration of entities, legal and natural persons whose activity is related to the rail sector and who require, to exercise this activity, the corresponding rail undertaking license or authorization, pursuant to Rail Sector Act, Regulation and other implementing rules. Amongst the duties of the State Agency for Rail Safety are organizing and managing this register.

**Special Train Management System (STMS):** This is the computer system that manages immediate train path requests. These paths are usually requested with at least one day's notice and for exceptional reasons. It is available of all RUs, via telematics or through safe connection protocols.

**Specialist Line:** Statement concerning certain network sections where one type of traffic will be preferred by railway infrastructure manager in certain time periods.

**Subgrade:** The strip of land where natural topography of the ground has changed and where the railway line is constructed, its functional elements are arranged and facilities are located.

**Suppressed Train:** Train that is suppressed at departure or at any point of its route, out of programme, because of incidents in the railway operation or upon request of the railway undertaking. This train is considered unpunctual.

**Technical Specifications for Approval (TSA):** Series of technical standards, requirements and terms that all rail vehicles shall satisfy with regard to safety, reliability, technical compatibility, health, environment protection and, where appropriate, interoperability, in order to obtain service entry and traffic licenses.

**Technical Specifications for Interoperability (TSI):** A specification adopted in accordance with Community regulations of which the object is every subsystem or part of a subsystem in order to meet the essential requirements and ensure interoperability of the rail system.

**Time period:** Infrastructure capacity needed for a train to run between two points in a given time period.

**TOC Committees:** These determine and agree on scheduling of actions and works on infrastructure permanently affecting train traffic and the circumstances that have to be considered in paths assigned to operators. Made up of Adif staff of Infrastructure maintenance, infrastructure construction and running.

**Traffic Safety Regulation on Adif Managed Network (TSR):** Implemented by Royal Decree 810/2007 of 22 June, published in Official State Gazette of July 7, 2007. Update in Annex 1, Common Safety Indicators by Royal Decree 918/2010, of 16 July, published in Official Gazette of 5 August 2010. Amended paragraph of entity responsible for maintenance by Royal Decree 641/2011 of 9 May.

**Train Announcement:** Formal statement by RUs regarding specific days for train movement.

**TIS (Train Information System):** Web application easy to use that allows monitoring European rail traffic via Internet, providing centralized real-time information.

**Transport Plan (TP):** Set of operations steadily planned by a RU or other Applicants, aimed at supplying transport services and linked to train paths allocation and technical and human resources.

**Unpunctual Train:** Train arriving at programmed destination with a delay exceeding the established threshold.

**NOTE:** Glossary is for informational purposes only; definitions are general in nature and not legally binding.

Additionally the Spanish Rail Network has published an English glossary available on:

<http://www.rne.eu/organisation/network-statements/>





# Annex G

## RFIG Axes and Lines Catalogue

The following lines and sections are part of the General Interest Railway Network owned by ADIF-Alta Velocidad.  
Updated January 1, 2023.

LINE	ORIGIN	DESTINATION	TRACK (mm)	WIDTH	ELECTRIFICATION
<b>AXLE 01 MADRID-CHAMARTÍN-CLARA CAMPOAMOR - IRÚN / FRONTERA FRANCESA</b>					
100	Pk. 641,181 (Frontera francesa)	MADRID-CHAMARTÍN-CLARA CAMPOAMOR (hasta Hernani)	1668		3 KV CC
118	Pk. 641,181 (Frontera francesa)	IRÚN	1435		1'5 KV CC
128	BURGOS AG.KM 374,2	CAMBIADOR DE BURGOS	1668		3 KV CC
<b>AXLE 03 MADRID-CHAMARTÍN-CLARA CAMPOAMOR - Valencia - Camb. Boella (Camp Tarragona)</b>					
324	AGUJA KM. 0,8	CARTAGENA	1668		NO
326	AGUJA KM. 523,2	ESCOMBRERAS	1668		NO
352	EL REGUERÓN AG. KM. 522,1	CARTAGENA	1668		NO
354	EL REGUERÓN AG. KM. 522,1	MURCIA DEL CARMEN	1435/1668		25 KV CA
600	VALENCIA-ESTACIÓ DEL NORD	CAMBIADOR DE LA BOELLA (hasta Bif. Joaquín Sorrolla-UIC)	1668		3 KV CC
600	VALENCIA-ESTACIÓ DEL NORD (desde Bif. Joaquín Sorrolla-UIC)	CAMBIADOR DE LA BOELLA (hasta Castelló de la Plana)	1435/1668		3 KV CC
600	VALENCIA-ESTACIÓ DEL NORD (desde Castelló de la Plana)	CAMBIADOR DE LA BOELLA (hasta Cambiador de La Boella)	1668		3 KV CC
632	BIF. LA FEDERAT	BIF. VILASECA	1668		3 KV CC
<b>AXLE 04 ALCÁZAR DE SAN JUAN - CÓRDOBA - SEVILLA - CÁDIZ / BADAJOZ</b>					
520	CIUDAD REAL (desde Mérida)	BADAJOZ	1668		NO
<b>AXLE 05 MADRID ATOCHA - CÁCERES - VALENCIA DE ALCÁNTARA</b>					
500	BIF. PLANETARIO (desde Monfragüe)	BIF. CASA DE LA TORRE	1668		NO
510	ALJUCÉN	BIF. PEÑAS BLANCAS	1668		NO
518	BIF. CASA DE LA TORRE	BIF. LOS ROMANOS	1668		NO
530	MONFRAGÜE	BIF. CHAPARRAL	1668		NO
532	MONFRAGÜE- AGUJA KM. 255,4	MONFRAGÜE- AGUJA KM. 4,4	1668		NO

LINE	ORIGIN	DESTINATION	TRACK (mm)	WIDTH	ELECTRIFICATION
536	BIF. SAN ESTEBAN	BIF. EL CHAPARRAL	1668		NO
538	PLASENCIA	BIF. SAN ESTEBAN	1668		NO
<b>AXLE 06 VENTA DE BAÑOS - LEÓN - OURENSE - VIGO / SANTIAGO - A CORUÑA</b>					
130	GIJÓN-SAN CRESPO) (desde La Robla)	VENTA DE BAÑOS (hasta León)	1668		3 KV CC
810	BIF. CHAPELA	MONFORTE DE LEMOS (hasta Redondela)	1668		3 KV CC
812	VIGO-GUIXAR	BIF. CHAPELA	1668		3 KV CC
818	VILAGARCIA AUROSA	BIF. ANGUEIRA	1668		NO
822	BIF. VALORIO (desde Taboadela Ag. Km. 234,0))	A CORUÑA (hasta Ourense)	1435/1668		25 KV CA
824	REDONDELA	SANTIAGO DE COMPOSTELA	1668		3 KV CC / 25 KV CA / NO
848	REDONDELA AV	BIF. REDONDELA	1668		25 KV CA
850	VIGO URZÁIZ	BIF. ARCADE	1668		25 KV CA
888	PEDRALBA AG. KM. 112,4	CAMBIADOR DE PEDRALBA	1668		NO
894	CAMBIADOR TABOADELA	TABOADELA AG. KM. 447,1	1668		25 KV CA
<b>AXLE 11 MADRID-CHAMARTÍN-CLARA CAMPOAMOR - VALLADOLID - PALENCIA - LEÓN / BURGOS-ROSA MANZANO</b>					
072	CTT FUENCARRAL AV	MADRID-CHAMARTÍN-AG. KM. 1,5	1435		25 KV CA
076	CAMBIADOR VALDESTILLAS	BIF. CAMBIADOR VALDESTILLAS	1435		25 KV CA
080	BIF. BURGOS-ROSA MANZANO	MADRID-CHAMARTÍN-CLARA CAMPOAMOR	1435		25 KV CA
084	LEÓN	BIF. VENTA DE BAÑOS	1435		25 KV CA
136	CAMBIADOR DE BURGOS	BURGOS-ROSA MANZANO	1435		25 KV CA
158	CAMBIADOR DE VILLAMURIEL	BIF. CERRATO	1435		25 KV CA
170	BIF. SOTO	BIF. CERRATO	1435		25 KV CA
180	BIF. ESTADIO MUNICIPAL	CAMBIADOR CLASIFICACIÓN	1435		25 KV CA
186	CAMBIADOR DE VILECHA	BIF. CAMBIADOR DE VILECHA	1435		25 KV CA

LINE	ORIGIN	DESTINATION	TRACK (mm)	WIDTH	ELECTRIFICATION
<b>AXLE 12 A.V. MADRID PUERTA ATOCHA ALMUDENA GRANDES - BARCELONA - FRONTERA FRANCIA</b>					
050	LÍMITE ADIF - LFP, S.A.	MADRID PUERTA ATOCHA ALMUDENA GRANDES	1435		25 KV CA
052	CAMBIADOR PLASENCIA DE JALÓN	BIF. CAMBIADOR PLASENCIA DE JALÓN	1435		25 KV CA
054	BIF. CANAL IMPERIAL	BIF. MONCASI	1435		25 KV CA
056	BIF. ARTESA DE LLEIDA	BIF. LES TORRES DE SANUI	1435		25 KV CA
060	BIF. CAMBIADOR ZARAGOZA-DELICIAS	CAMBIADOR ZARAGOZA-DELICIAS	1435		25 KV CA
066	BIF. CAN TUNIS-AV	CAN TUNIS-AV	1435		25 KV CA
068	VALLECAS AV - AGUJA KM. 12,300	LOS GAVILANES - AGUJA KM. 13,400	1435		25 KV CA
280	BIF. MOLLET	BIF. NUDO MOLLET	1435		25 KV CA
298	GIRONA-MERCADERIES	BIF. GIRONA-MERCADERIES	1435		25 KV CA
640	CAMBIADOR DE LA BOELLA	CAMP DE TARRAGONA	1435		25 KV CA
<b>AXLE 13 A.V. MADRID CHAMARTÍN CLARA CAMPOAMOR - LEVANTE</b>					
024	YELES AGUJA Km. 34,397	BIF. BLANCALES	1435		25 KV CA
040	MADRID-CHAMARTÍN - CLARA CAMPOAMOR	VALENCIA-JOAQUIM SOROLLA	1435		25 KV CA
042	BIF. ALBACETE	ALACANT-TERMINAL	1435		25 KV CA
044	BIF. JOAQUÍN SOROLLA-UIC	BIF. JESUS	1435		3 KV CC / 25 KV CA
046	BIF.MURCIA	EL REGUERÓN AG. KM. 522,1	1435		25 KV CA
048	BIF. VINALOPÓ	MONFORTE DEL CID AV	1435		25 KV CA
308	ALBACETE- LOS LLANOS	CAMBIADOR ALBACETE	1435		25 KV CA
328	Bif. JESUS-AGUJA KM. 396,7	CAMBIADOR VALENCIA	1435		25 KV CA
<b>AXLE 14 A.V. MADRID PUERTA ATOCHA ALMUDENA GRANDES - TOLEDO / SEVILLA SANTA JUSTA / MÁLAGA MARÍA ZAMBRANO/ GRANADA</b>					
010	MADRID PUERTA ATOCHA ALMUDENA GRANDES	SEVILLA-SANTA JUSTA	1435		25 KV CA
012	MADRID PUERTA ATOCHA ALMUDENA GRANDES	CAMBIADOR ATOCHA	1435		25 KV CA
014	BIF. GOBANTES	BIF. BOBADILLA	1435		25 KV CA
016	MAJARABIQUE	CAMBIADOR MAJARABIQUE	1435		25 KV CA
018	BIF. CERRO NEGRO/STA. CATALINA	CTT CERRO NEGRO AV	1435		25 KV CA

LINE	ORIGIN	DESTINATION	TRACK (mm)	WIDTH	ELECTRIFICATION
020	LA SAGRA	TOLEDO.	1435		25 KV CA
022	CAMBIADOR ALCOLEA	BIF. CAMBIADOR ALCOLEA	1435		25 KV CA
030	BIF. MÁLAGA-AV	MÁLAGA MARÍA ZAMBRANO	1435		25 KV CA
032	ANTEQUERA-SANTA ANA	CAMBIADOR ANTEQUERA	1435		25 KV CA
036	ANTEQUERA-SANTA ANA	GRANADA	1435/1668		25 KV CA
<b>AXLE 15 A.V. MADRID PUERTA DE ATOCHA ALMUDENA GRANDES - BADAJOZ - LISBOA</b>					
026	BIF. SAN ESTEBAN	BIF. CASA DE LA TORRE	1668		NO
534	BIF. EL CHAPARRAL	ARROYO DE LA HERRERA	1668		NO
626	CÁCERES AG.KM 82,2	BIF. PEÑAS BLANCAS	1668		NO
926	BIF. LA ISLA	BIF. SAN NICOLAS	1668		NO
<b>AXLE 16 A.V. OLMEDO - MEDINA - ZAMORA - GALICIA</b>					
190	CAMBIADOR MEDINA AV	MEDINA DEL CAMPO AV	1435		25 KV CA
890	CAMBIADOR PEDRALBA	BIF. PEDRALBA	1435		25 KV CA
892	CAMBIADOR TABOADELA	TABOADELA AV AG. KM. 446,1	1435		<b>25 KV CA</b>
982	TABOADELA AG. KM. 234,0	BIF. MEDINA (hasta Taboadela Ag. Km. 447,1)	1435 / 1668		25 KV CA
982	TABOADELA AG. KM. 234,0 (desde Taboadela Ag. Km. 447,1)	BIF. MEDINA (hasta Bif. Valorio)	1435		25 KV CA
982	TABOADELA AG. KM. 234,0 (desde Bif. Valorio)	BIF. MEDINA (hasta Zamora Ag. Km. 233,0)	1435/1668		25 KV CA
982	TABOADELA AG. KM. 234,0 (desde Zamora Ag. Km. 233,0)	BIF. MEDINA	1435		25 KV CA

Origin and destination of every line has been specified according to PAR traffic direction.

# Annex H

## Average Capacity of ADIF Alta Velocidad Main Lines

Capacity data as of September 2022

LINE	CAPACITY (1)	CURRENT TRAFFIC (2)	AVAILABLE PATHS	SATURATION
010 MADRID PUERTA ATOCHA ALMUDENA GRANDES-SEVILLA STA. JUSTA	292	87	205	30%
014 BIF. GOBANTES-BIF. BOBADILLA	292	6	286	2%
020 LA SAGRA-TOLEDO	304	30	274	10%
026 BIF. SAN ESTEBAN-BIF. CASA DE LA TORRE	60	10	50	17%
030 BIF. MALAGA-A.V.-MÁLAGA M. ZAMBRANO	292	49	243	17%
036 ANTEQUERA-STA ANA-GRANADA	26	20	6	77%
040 MADRID CHAM. C. C.-VALENCIA-J. S.	179	51	128	28%
042 BIF. ALBACETE-ALACANT-TERMINAL	274	30	244	11%
046 BIF. MURCIA-BENIEL	86	9	77	10%
050 MADRID PUERTA ATOCHA ALMUDENA GRANDES-LÍMITE ADIF-LFPSA	178	71	107	40%
054 BIF. MONCASI-BIF. CANAL IMPERIAL	134	44	89	33%
056 BIF. ARTESA DE LLEIDA-BIF. LES TORRES DE S.	102	29	72	29%
080 MADRID CHAM. C. C.-BURGOS-ROSA M.	198	52	146	26%
084 BIF. VENTA DE BAÑ.-LEON	41	14	27	34%
100 MADRID CHAM. C. C.-P.K. 641,181 (FRONTERA)	178	82	97	46%
130 VENTA DE BAÑOS-GIJON-SANZ CRESPO	320	29	291	9%

LINE	CAPACITY (1)	CURRENT TRAFFIC (2)	AVAILABLE PATHS	SATURATION
300 MADRID CHAM. C. C.-VALENCIA-NORD	251	48	203	19%
320 CHINCHILLA.MONT AGKM298.4-CARTAGENA	52	28	24	54%
500 BIF. PLANETARIO-BIF. CASA DE LA TORRE	33	2	31	6%
510 BIF. PEÑAS BLANCAS-ALJUCEN	50	10	40	20%
518 BIF. CASA DE LA TORRE-BIF. LOS ROMANOS	81	9	72	11%
520 CIUDAD REAL-BADAJOS	106	15	91	15%
530 MONFRAGÜE-BIF. EL CHAPARRAL	78	10	68	13%
538 PLASENCIA-BIF. SAN ESTEBAN	78	14	64	18%
600 VALENCIA-NORD-CAMBIADOR BOELLA	278	69	209	25%
626 CÁCERES AG. KM 82,2-BIF. PEÑAS BLANCAS	96	10	86	10%
640 CAMBIADOR BOELLA-CAMP DE TARRAGONA	184	14	170	8%
810 MONFORTE LEMOS-BIF. CHAPELA	360	29	331	8%
812 VIGO-GUIXAR-BIF. CHAPELA	96	29	67	30%
818 VILAGARCIA DE A.-BIF. ANGUEIRA	81	14	67	17%
822 BIF. VALORIO-A CORUÑA	48	26	22	54%
824 REDONDELA-SANTIAGO COMPOSTELA	244	54	190	22%
850 VIGO URZAIZ-BIF. ARCADE	168	28	140	17%
926 BIF. LA ISLA-BIF. SAN NICOLÁS	36	6	30	17%
982 BIF. MEDINA-TABOADELA AG. KM 234,0	72	22	49	31%

(1) Daily average capacity available in both directions for a standard day and referred to all types of traffic.

(2) Daily average traffic in both directions for a standard day.

\* The average daily capacity of the line and its saturation can vary by journeys and time periods.

\* On lines with origin / destination to / from large passenger transport stations, if these will be declared congested, such capacity could be significantly reduced.



## Line Classification by Types

Updated January 1, 2022.

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
010	Madrid-Puerta Atocha Almudena Grandes	Sevilla-Santa Justa		A	470,5
012	Madrid-Puerta Atocha Almudena Grandes	Cambiador Atocha		A	1,3
014	Bif. Gobantes	Bif. Bobadilla		A	8,6
016	Majarabique	Cambiador Majarabique		A	2,0
018	Bif. Cerro Negro/Sta. Catalina	CTT Cerro Negro AV		B2	0,3
020	La Sagra	Toledo		A	21,4
022	Cambiador Alcolea	Bif. Cambiador Alcolea		A	0,7
024	Yeles Aguja Km. 34,397	Bif. Los Blancos		A	5,7
026	Bif. San Esteban	Bif. Casa de la Torre		B1	63,7
030	Bif. Malaga-AV	Malaga Mª Zambrano		A	154,6
032	Antequera-Santa Ana	Cambiador Antequera		A	0,4
036	Antequera-Santa Ana	Granada		B1	114,2
040	Madrid-Chamartín - Clara Campoamor	Valencia-Joaquín Sorolla		A	397,7
042	Bif. Albacete	Alacant-Terminal		A	237,8
044	Bif. Joaquín Sorolla-UIC	Bif. Jesús		A	0,5
046	Bif. Murcia	El Reguerón Aguja Km. 522,1		A	60,7
048	bif. Vinalopó	Monforte del Cid AV		A	2,1
050	Limite Adif-LFPSA (a Francia vía Figueres V.)	Madrid-Puerta Atocha Almudena Grandes		A	752,4
052	Cambiador Plasencia de Jalón	Bif. Cambiador Plasencia de Jalón		A	3,8
054	Bif. Canal Imperial	Bif. Moncasi		A	25,9
056	Bif. Artesa de Lleida	Bif. Les Torres de Sanui		A	16,3

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
060	Bif. Cambiador Zaragoza-Delicias	Cambiador-Zaragoza-Delicias		A	0,4
066	Bif. Can Tunis-AV	Can Tunis-AV		B2	0,2
068	Vallecas AV-Aguja Km. 12,3	Los Gavilanes-Aguja Km.13,4		A	5,6
072	CTT Fuencarral AV	Madrid-Chamartin-Aguja Km.1,5		A	0,3
076	Cambiador Valdestillas	Bif. Cambiador Valdestillas		A	1,0
080	Burgos - Rosa Manzano	Madrid-Chamartin-Clara Campoamor		A	302,9
084	León	Bif. Venta de Baños		A	127,9
100	Pk. 641,181 (Frontera francesa)	Madrid-Chamartin-Clara Campoamor (hasta Irún)		B2	1,8
100	Pk. 641,181 (Frontera francesa) (desde Irún)	Madrid-Chamartin-Clara Campoamor(hasta Hernani)	S. Sebastián	C1	23,2
118	Pk. 641,181 (Frontera francesa)	Irún		B2	1,8
128	Burgos AG. Km. 374,2	Cambiador de Burgos		B2	0,1
130	Gijón-Sanz Crespo (desde La Robla)	Venta de Baños (hasta León)		B2	25,7
136	Cambiador de Burgos	Burgos - Rosa Manzano		A	0,6
158	Cambiador Villamuriel	Bif. Cerrato		A	1,9
170	Bif. Soto	Bif. Cerrato		A	4,5
180	Bif. Estadio Municipal	Cambiador Clasificación		A	0,4
186	Cambiador Vilecha	Bif. Cambiador Vilecha		A	0,6
190	Cambiador Medina AV	Medina del Campo AV		A	1,1
280	Bif. Mollet	Bif. Nudo Mollet		D	2,2
298	Girona-Mercaderies	Bif. Girona-Mercaderies		D	1,5
308	Albacete-Los Llanos	Cambiador Albacete		A	0,5
324	Aguja Km. 0,8	Cartagena		B2	0,6
326	Aguja Km. 523,2	Escombreras		D	11,4
328	Bif. Jesús-Ag. Km. 396,7	Cambiador Valencia		A	0,1
352	El Reguerón Ag. Km. 522,1	Cartagena		B2	58,0

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
354	El Reguerón Ag. Km. 522,1	Murcia del Carmen (hasta El Reguerón Ag. Km. 525,3)		B1	3,2
354	Murcia del Carmen (hasta El Reguerón Ag. Km. 525,3)	Murcia del Carmen		C2	4,0
500	Bif. Planetario (desde Monfragüe)	Bif. Casa de la Torre		B2	71,0
510	Aljucén	Cáceres Bif. Peñas Blancas		B2	17,3
518	Bif. Casa de la Torre	Cáceres Bif. Romanos		B2	14,2
520	Ciudad Real (desde Mérida)	Badajoz		B1	59,2
530	Monfragüe	El Chaparral		B2	6,6
532	Monfragüe-Ag. Km. 255,4	Monfragüe-Ag. Km. 4,4		B2	2,7
534	Bif. El Chaparral	Arroyo de la Herrera		B2	4,8
536	Bif. San Esteban	Bif. El Chaparral		B2	2,7
538	Plasencia	Bif. San Esteban		B2	7,5
600	Valencia-Estación del Nord	Cambiador de la Boella (hasta Castellón de la Plana)	VALENCIA	C2	73,5
600	Valencia-Estación del Nord (desde Castellón de la Plana)	Cambiador de la Boella		B1	180,6
626	Cáceres Ag. Km. 82,2	Bif. Peñas Blancas		B1	41,7
632	Bif. La Federat	Bif. Vilaseca		2	1,5
640	Cambiador de la Boella	Camp de Tarragona		A	12,2
810	Bif. Chapela	Monforte de Lemos (hasta Redondela)		B2	4,2
812	Vigo-Guixar	Bif. Chapela		B2	6,3
818	Vilagarcia de Arosa	Bif. Angueira		B2	27,9
822	Bif. Valorio (desde Taboadela Ag. Km. 234,0)	A Coruña (hasta Ourense)		B2	14,8
824	Redondela	Santiago de Compostela		B2	83,9
848	Redondela AV	Bif. Redondela		B2	1,0
850	Vigo Urzaiz	Bif. Arcade		B1	17,9
888	Pedralba Ag. Km.112,4	Cambiador Pedralba		B2	1,1
890	Cambiador Pedralba	Bif. Pedralba		A	4,1

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
892	Cambiador Taboadela	Taboadela AV Ag. Km. 446,1		A	0,5
894	Cambiador Taboadela	Taboadela Ag. Km. 447,1		B2	0.5
926	Bif. La Isla	Bif. San Nicolás		B1	32,0
982	Taboadela Ag. Km. 234,0	Bif. Medina		A	313,9



# Annex J

## Contractual Models

### AGREEMENT TO SUPPLY TRACTION FUEL TO: (RAILWAY UNDERTAKING), BY THE STATE-OWNED COMPANY ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS

Madrid, \_\_, \_\_\_\_, 20XX

#### Together::

On the one part, Mr. \_\_\_\_\_, (Position) \_\_\_\_\_, who acts on behalf of the state-owned entity Administrador de Infraestructuras Ferroviarias, hereinafter Adif E.P.E, with address in Calle Sor Ángela de la Cruz, 3, 28020 Madrid, with Tax Identification No. \_\_\_\_\_, a state-owned entity governed by their statute as approved by Royal Decree 2395/2004, of 30 December 2004, Law 40/2015, of 1 October, on Legal Regime of the Public Sector, their implementing standards, Law 38/2015, Rail Sector, of 29 September, in the budgetary law and other applicable standards.

And on the other, Mr. \_\_\_\_\_, with Spanish Identification Number \_\_\_\_\_, (Position) \_\_\_\_\_, acting on behalf of (Railway Undertaking) \_\_\_\_\_ with registered office in C / \_\_\_\_\_ Nr. \_\_ PC \_\_\_\_\_ (City) \_\_\_\_\_ and Tax Identification \_\_\_\_\_, by virtue of of the deed granted before the Notary Public of \_\_\_\_\_, Mr. \_\_\_\_\_, on \_\_\_\_\_, with protocol number \_\_\_\_\_.

The parties who sign this agreement recognize their legal capacity to sign and grant this Agreement, and for that purpose.

#### State:

In accordance with article 22 of Law 38/2015, of 29 September, of the Rail Sector, the railway infrastructure management and its construction shall correspond, within the scope of state competition, to one or several public business entities attached to the Ministerio de Transportes, Movilidad y Agenda Urbana that, amongst their competences, and according to article 23.1.i), in aforementioned Law 38/2015, includes the provision of basic, supplementary and ancillary services to the rail transport service, amongst which are traction fuel basic services of supply at fix or mobile facilities.

In accordance with Royal Decree 2395/2004, of 30 December, approving the statute of the state-owned Entity Administrador de Infraestructuras Ferroviarias, Royal Decree-Law 15/13 of 13 December, on restructuring the state-owned entity "Administrador de Infraestructuras Ferroviarias" (Adif) and other urgent economic measures, Order PRE/2443/2013, of 27 December, by which the assets and liabilities of the state-owned Administrador de Infraestructuras Ferroviarias which ownership shall be taken on by ADIF-Alta Velocidad, and Adif Network Statement and ADIF Alta Velocidad, said service is offered by Adif E.P.E.

On the other hand, in accordance E.P.E Adif Network Statement, every railway undertaking, owner of the corresponding license and with a safety certificate according to the line, shall sign an agreement with Adif EPE to obtain traction fuel supply, a service offered by Adif EPE

(Name) \_\_\_\_\_, a railway undertaking owner of the corresponding license and safety certificate, wants to be provided with fuel traction supply service by Adif EPE since (month) 20xx, so both entities have agreed upon terminating this Contract, intended to determine the provision conditions, of this basic service by Adif EPE, through their Fuel Management Under-Directorate in favour of (Railway Undertaking) \_\_\_\_\_.

This contract sets the conditions to provide aforementioned services in accordance with valid private prices approved by Adif Board of Directors, and with afore section on traction fuel supply hereunder, in Adif Network Statement.

And by virtue of the foregoing, the parties sign this Agreement, based on the following provisions, and therefore:

## Provisions

### I. PURPOSE

The purpose of this Agreement is to set the conditions under which Adif E.P.E. undertakes and obliges to supply (Railway Undertaking) \_\_\_\_\_, as from the signature date, the necessary traction fuel, as well as the economic payable compensation for said service, in accordance with the general criteria indicated in the annex, which is subject to private prices approved by Adif EPE, in accordance with Adif E.P.E. Network Statement, in force at all times.

### II. SERVICE SCOPE

Fuel supply service is linked to using the following facility types:

- Fix Supply Point (Fiscal Warehouse): These are facilities where - upon authorization in compliance with the conditions and requirements set by law - the fuel is supplied and stored in a warehouse, initially, and therefrom it can be supplied to the rail vehicle.
- Mobile Supply Point: Facilities with a fix point to supply fuel directly from the tanker – of the supplying company - to the railway vehicle.

The services in this Agreement shall be provided by Adif EPE to (Railway Undertaking) \_\_\_\_\_, at supplying points, under the terms and for the prices set forth in the Fuel Supply Service Catalogue on the Network Statement, published on Adif website.

Without prejudice to Law 38/2015, Rail Sector Act, and implementing regulations, any issue not provided for under this Agreement shall be subject to the private legal system.



### III. SERVICE PROVISION ACCESS CONDITIONS

Access conditions (CA) to these services are included in the Fuel Supply Service Catalogue, published on Adif website. The following are particularly relevant for an adequate access to service provision:

- (Railway Undertaking) \_\_ shall provide the necessary documentation (Railway Undertaking License, Company Fiscal Identification Code, Exemption Agreement granted by the Tax Agency, current premises and activity card granted by the Spanish Tax Agency and Letter of Diesel B final consumer) to register on Adif EPE computer system and justify the authorization to use exempt B diesel.
- (Railway Undertaking) shall give to Adif E.P.E. the renewals of Exemption Agreements and CAE cards with the time necessary to update the computer system and notify the supplier.
- (Railway Undertaking) \_\_ will provide upon registration the UIC number of every available vehicle - whether owned or rented - communicating the variations that may occur during this contract term, for whatever reason, indicating the start and end dates of said variations.
- Should the (Railway Undertaking) not report a vehicle cancellation - as its owner or lessee - and if it continues to be supplied, the supply invoicing(s) shall be made by (Railway Undertaking), \_\_ who will pay to Adif EPE the corresponding invoice. \_ (Railway Undertaking) \_\_ will resolve with the current owner of the vehicle said payment without Adif E.P.E.'s intervention.
- (Railway Undertaking) will notify Adif E.P.E. of all fixed and/or mobile points where they need to provide these services, before accessing them to avoid possible supply problems.
- (Railway Undertaking) shall submit their requests to provide the services required at every service facility, adapting to the term, format and minimum content set by Adif EPE, in order to preserve an orderly, efficient and safe operation at supply facilities.



- In the case of mobile points, (Railway Undertaking) shall indicate on its request the litres of fuel to be refuelled, taking into account that said quantity shall be fully supplied in the vehicle, with no product return to the Supplier. In the event of a product return, Adif E.P.E. will pass on to (Railway Undertaking) the extra costs incurred for said reason.

## IV. CONDITIONS TO USE FUEL FACILITIES - TAX WAREHOUSE TYPE - TO SUPPLY EXEMPTED DIESEL B TO RAILWAY VEHICLES

Use conditions (CU) for these facilities are included in the Catalogue of Services of the Network Statement, published on Adif website. The following are particularly relevant:

- (Railway Undertaking) shall make a proper use of the facility for the intended purposes.
- (Railway Undertaking) shall comply with the requirements in terms of rail safety and, in particular, the relevant qualifications for railway personnel and railway rolling stock conditions, as well as in terms of occupational risk prevention.
- When due to bad performance of (Railway Undertaking) a fuel spill occurs at the facility during diesel supply, RU shall comply with current environmental legislation regarding soils, spills, noise, emissions, waste and dangerous substances, at their own expense and if necessary, shall take on the recovery and environmental remediation of all contaminated land, paying for all expenses incurred by Adif EPE.
- When, as a result of a bad performance by (Railway Undertaking), an accident occurs with damage to the facility during diesel supply, they shall pay for all expenses incurred by Adif E.P.E. when repairing.

## 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 "D" mode.

1. Payments shall be monthly – at the end of every calendar month - by transfer or deposit in Adif E.P.E. bank accounts as follows: \_\_\_\_\_: IBAN \_\_\_\_\_ and \_\_\_\_\_: IBAN \_\_\_\_\_, thirty days after invoice date. Adif E.P.E shall send the invoice, including all payable amounts by (Railway Undertaking) \_\_\_\_\_, corresponding to the monthly accrual before the tenth of the month following the invoiced one. Any delays in paying the invoices presented, and without prejudice to any other relevant right, shall add up late payment interests that will be calculated in accordance with article 7, Law 3/2004, of 29 December defining measures to combat late payment in commercial operations.

Furthermore standards set forth in articles 101 and 102, Rail Sector Act and other applicable regulations shall apply.

## VI. AGREEMENT TERM

This Contract shall enter into force on \_\_, \_\_\_\_, 20XX and shall remain valid until (one year) \_\_\_\_, with tacit extensions for annual periods, and may be condemned by any party six months in advance.

The Contract shall be considered tacitly extended when neither party communicates to the other their intention to not extend it six months before the deadline.

## VII. REASONS TO TERMINATE THE CONTRACT

This contract shall expire given the following reasons:

1. By mutual agreement of the parties.
2. By complaint in writing of either party with a six-month notice period, under the terms provided in this Agreement.
3. If any party breaches the contract.

Given non-compliance leading to non-payment by (Railway Undertaking) \_\_\_\_\_ of the amounts owed for service provision and without prejudice to resolving this Agreement, ADIF E.P.E. may suspend the service, after express communication to the railway undertaking. Service suspension shall be kept as long as the payment is not made, or the debt is sufficiently guaranteed.

After the Agreement is terminated for any reason, all rights and obligations arising prior to the termination shall be settled and fulfilled by both parties, without prejudice to the rights and obligations arising from said termination, in accordance with the Law or as provided hereunder.

## VIII. TRANSFER TO THIRD PARTIES

This agreement may not be transferred to third parties by neither party without a prior written consent of the other party. Any transfer that breaches this clause shall be void and the parties shall continue to be liable by virtue of this contract.

Adif E.P.E may contract with third parties the services under this agreement.

## IX. NOTIFICATIONS

For notification purposes, the parties may direct communication, by any means admitted by Law that sufficiently accredits their receipt, with the following persons designated as speaking persons by signing entities:

By (Railway Undertaking)  
Signed.: \_\_\_\_\_  
[POSITION] \_\_\_\_\_

By Adif  
Signed.: \_\_\_\_\_  
[POSITION]: \_\_\_\_\_

## X. APPLICABLE LAW AND COURTS

The supply under this Agreement shall be governed and interpreted by Railway Sector Act and by Private Law. In accordance with article 44.4, Law 38/2015, of 29 September, on the railway sector, the National Markets and Competition Commission may hear and resolve claims made by railway undertakings and other Applicants when understood that the non-discrimination principle has been breached upon providing supplementary services. This shall be made without prejudice to the competence of ordinary jurisdiction to resolve any controversy that may arise regarding the determination or payment of private prices.

For these purposes, the parties shall submit to the Courts of Madrid capital city, waiving any other jurisdiction.

## XI. CONFIDENTIALITY AND DATA PROTECTION

Both parties shall keep secret all data and information provided by Adif concerning this agreement, and the successful bidder shall keep said information confidential and secret, and not reveal it in any way, neither whole nor in part, to any natural or legal person that is not a party to the agreement.

Personal data shall be processed by the state-owned business Entity Administrador de Infraestructuras Ferroviarias (ADIF) in order to perform the management and maintenance of service provision. The legal basis of this data treatment is service provision. Your data shall be kept for the time set forth by applicable law and shall not be transferred to third parties except for legal obligations.

You can access your data, rectify or delete them, refuse to its treatment and request its limitation by directing your request to the address: email of the delegate [dpd.adif@adif.es](mailto: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)  
Signed.: \_\_\_\_\_  
[POSITION] \_\_\_\_\_

By Adif  
Signed.: \_\_\_\_\_  
[POSITION]: \_\_\_\_\_

## ANNEX I SUPPLY POINTS

- In accordance with Adif Network Statement.

## SERVICE PROVISION

- Services shall be provided as determined in the "service offer, definition and description" corresponding to the **basic service SB-2** published in Adif Network Statement.

## PRICES FOR SERVICE PROVISION

- Applicable private prices shall be the ones in force at any time for Basic Service provision **SB-2** published in Adif Network Statement.
- The management cost set in the Network Statement will be added to the real cost/m<sup>3</sup>, and, if applicable, dispensing costs, set out also in Adif Network Statement, would also apply.

# SERVICE CONTRACT TO SUPPLY TRACTION POWER TO: (RAILWAY UNDERTAKING), BY THE STATE-OWNED ENTITY ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS ADIF-ALTA VELOCIDAD

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 TERMS

The services in this Agreement shall 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 into ADIF - Alta Velocidad bank accounts open in \_\_\_\_\_, with IBAN \_\_\_\_\_ and \_\_\_\_\_, with IBAN \_\_\_\_\_ thirty days after the invoice date. ADIF - ALTA VELOCIDAD undertakes to send the invoice, which includes all the amounts payable by the (Railway Undertaking) \_\_\_\_\_, corresponding to a monthly accrual which ends on day 10th of the following month. .

Likewise, standards set forth in article 102 of Rail Sector Law and other applicable standards shall apply.

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.



## IV. AGREEMENT TERM

This Agreement will enter into force on the signature date and shall be valid until (date) \_\_\_\_\_, with tacit extensions for annual periods, and may be denounced by any party at least six months in advance.

The Agreement shall be tacitly extended if neither party communicates to the other its intention to terminate it six months before it expires

## V. REASONS TO TERMINATE THE AGREEMENT

This Agreement shall be considered terminated given any following reason:

1. Upon mutual agreement of the parties.
2. By written complaint of any party within a notice period of six months, under the terms provided for in this Agreement.
3. Given non-compliance of any party.

Given non-compliance caused by non-payment by (Railway Undertaking) \_\_\_\_\_ of the amounts owed upon service provision and without prejudice to concluding this Agreement, ADIF EPE may proceed to suspend the service, prior Express notice to the railway undertaking. Service suspension shall continue insofar as the payment is not due or until the debt is sufficiently guaranteed.

After the Agreement is extinguished for any reason, all rights and obligations applicable before its termination shall be liquidated and fulfilled by both parties, without prejudice to the rights and obligations resulting from such termination, in accordance with Law and with this Agreement.

## VI. CESSION TO THIRD PARTIES

This Agreement may not be assigned to third parties by no party without a prior and written consent of the other party. Any assignment made in breach of this provision shall be void, and therefore the parties shall keep with their duties under this Agreement.

ADIF - Alta Velocidad may contract with third parties the services to which it is bound by this Agreement.

## VII. NOTIFICATIONS

For notification purposes, the parties may direct communication, by any means admitted by Law that sufficiently accredits their reception by the addressee, with the following persons designated as interlocutors by the signatory entities:

Signature ADIF - Alta Velocidad, (Name) \_\_\_\_\_, (Position) \_\_\_\_\_.

Signature (Railway Undertaking) \_\_\_\_\_ ( Name) \_\_\_\_\_, (Position) \_\_\_\_\_.

## VIII. APPLICABLE LAW AND JURISDICTION

The supply object of this Agreement shall be governed and interpreted by Railway Sector standards and by Private Law. In accordance with article 44.4 of Law 38/2015, of 29 September, Railway sector, the National Commission on Markets and Competition shall be competent to hear and resolve complaints made by railway undertakings and other applicants if understood that the principle of non-discrimination has been breached upon supplementary service provision. This is without prejudice to any dispute resolution by the ordinary jurisdiction arising from setting or paying the private prices.

For these purposes, the parties shall be subject to the Court of Madrid, waiving any other jurisdiction as may correspond.

## IX. CONFIDENTIALITY AND DATA PROTECTION

The Contracting Parties undertake to keep secret all the data and information provided for the purposes of this Agreement, and shall keep said information secret and not disclose it in any form -partially or entirely - to any natural or legal person who is not a party to the Agreement.

The parties acknowledge that all information gathered in compliance with this agreement whether related to the service provision or to the activity or organization of any party, hereinafter, the information, is confidential, and therefore, the parties agree to not disclose it and to keep it secret and confidential, and given the case, they shall warn their employees hereof, and they shall warn any other person who due to their professional or personal relationship has access to the information.

Neither party may copy, amend, make public or disclose to any third party the information without a prior written and express authorization of the other party, except if the information was public and notorious by any other mean. As for documents that are publicly accessible, the parties undertake to put the necessary means to not disclose or transfer the information, avoiding its loss or theft.

Both parties shall warn their employees, associates, or any other person of their confidentiality duties when they gather information, and that they shall be liable given any misuse of the information related to the agreement. The parties undertake to inform the other party of any action or incident by third parties that may infringe this confidentiality duty.

The confidentiality provisions of this Agreement shall apply throughout this Agreement and shall prevail over five years upon termination.

Any personal data linked to this Agreement shall be processed by every party in accordance with General Data Protection Regulations (EU 679/2016) and Organic Law 3/2018, of 5 December, on Protection of Personal Data and Guarantee of Digital Rights. Every party shall be responsible for processing personal data of the other party.



Concerned parties are informed of their right to request access to their data, correction, deletion, limitation or to oppose to their data processing, as well as of their right to data portability, or their right to not be subject to automated individual decisions, where appropriate, by means of a document with a photocopy of the National Identity Document or similar with the Subject Data Protection addressed to the following addresses:-

- To ADIF-Alta Velocidad, E.P.E. (Tax Id Q-2802152-E)
- Postal address of ADIF-Alta Velocidad Headquarters at C/ Sor Angela de la Cruz, 3, 7ª planta, 28020 MADRID.
- E-Office: <https://sede.adifaltavelocidad.gob.es/>, or at the General Access Point: [administración.gob.es](https://administración.gob.es/), código DIR EA0008223.
- E-mail address: [dpd.adifav@adif.es](mailto:dpd.adifav@adif.es)
- For (xxxxxxx) \*\* (Tax Id Nr. \*\*)
- Postal address: Street \*\*, nº \*\*, with \*\* P.C. \*\*.
- E-mail address: xxxxxx@xxxx.es

Furthermore, the interested parties shall have the right to file a complaint to the Spanish Data Protection Agency, if they believe that any right has been breached or any data has been unlawfully processed."

And therefore they sign this Agreement,

By ADIF-Alta Velocidad

Signed: \_\_\_\_\_

(Position) \_\_\_\_\_

By (railway undertaking)

Signed: \_\_\_\_\_

(Position) \_\_\_\_\_



# FORMS OF LEASE AGREEMENT TO BE SIGNED WITH RAILWAY UNDERTAKINGS TO PROVIDE RELATED RAILWAY SERVICES (SB-7, SB-9 Y SX-10)

CONTRACT NR. (-----)

## Together:

On the one hand, ADIF-Alta Velocidad/, with address in 28020 Madrid, c/ Sor Angela de la Cruz 3 , and Spanish Tax Nr. IFRS Q-2802152-E, 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**), for RUs to provide services to preferred clients (**SX 10**), (DELETE ONE THAT IS NOT APPLICABLE) (see the resolution is attached 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 CONTRACT

The purpose of this Agreement is to lease premises owned by ADIF- Alta Velocidad, described in Exhibit II, which the LESSEE will use for ticket sales and information attended, for service personnel on board, for RUs to provide services to preferred clients. (DELETE ONE THAT IS NOT APPLICABLE).

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 - Alta Velocidad receives a copy of the insurance policies set forth in this Agreement, provision EIGHT.

### TWO. - RECOVERY OF THE SHOP BY THE RAIL INFRASTRUCTURE MANAGER DURING THE CONTRACT

1. Where maintenance and/or remodelling work involving the railway transport service is required, whether scheduled or urgent, the railway infrastructure manager may modify the capacity allocated after communicating it to the railway undertakings. The railway infrastructure manager shall, in general, communicate at least 6 months in advance of the planned execution, the completion of the scheduled maintenance and/or remodelling works. Given any urgent maintenance and/or remodelling, the railway infrastructure manager shall communicate it to the LESSEE as soon as they know it.

In said cases, the railway undertaking shall be entitled to change the economic conditions of the allocation, whether in whole or in part

2. When due to remodelling works that may be performed at the Station where the premises are located, as a result of operational requirements and of public rail service, or in compliance with administrative provisions, or in execution of urban plans, it is impossible for the LESSEE to perform the activity at the leased premises, it shall have the right to be compensated in the part pending to amortize the investments, The railway infrastructure manager shall notify in writing that the capacity is revoked at least 6 months in advance of the actual date.

3. In any of the above cases, the railway infrastructure manager shall, whenever possible, provide alternative premises. Should a third railway undertaking requests space to provide the services hereunder during this contract, as described in provision 1, the coordination procedure laid down in Commission Regulation 2017/2177 of 22 November 2017 on access to service facilities and related rail services shall be followed.

## THREE. - TERM OF THE CONTRACT

**3.1** This Agreement shall enter into force upon its signature, over a term of XXX years, starting as from (-----) or upon transferring the premises to the LESSEE. This date shall be included in a Certificate of provision including also the expiry date on (-----) (-----). If the agreement has a maximum term of ten years, the LESSEE commits to be a contracting party for five years.

ADIF ADIF guarantees staying at the allocated premises over said period, as well as its investments therein under the terms provided for in this agreement.

ADIF may sign agreements extending the period foreseen for this type of requests, given investments at the premises to be amortized longer than the agreement term.

**3.2** At the end of the contractual term, and without any prior requirement, the LESSEE shall evict and make available to the railway infrastructure manager the leased premises, in the same state as it was originally in, unless expressly agreed by THE RAILWAY INFRASTRUCTURE MANAGER.

**3.3** In order to terminate the agreement beforehand upon request of any party, they shall reliably notify the other party of this decision at least SIX MONTHS before the termination date.

Should the LESSEE disclaim the Contract in advance, the railway infrastructure manager may require a payment to the LESSEE of a penalty, compensation equivalent to 50% total income, if the service was been used half the contractual term. If the service has been used longer than half the duration of the contract, there is no penalty.

**3.4** Should ADIF require amending the contract, in application of the “procedure to request access to service facilities and services related to, or related to rail transport at Passenger Stations”, the LESSEE shall be entitled to compensation for outstanding investments which, on the modified space, had been approved by ADIF and made by the LESSEE, complying with Provision Seven.

**3.5** Should the railway infrastructure manager detect that the use level of the premises is less than (80% at coordinated stations or 50% at other stations, unless this is for non-economic causes outside the control of the LESSEE), the LESSEE shall be required to use said premises. If - within one month - this requirement is not met, the railway infrastructure manager may resolve the contract, and the LESSEE shall not be entitled to compensation.

## FOUR. - INCOME

**4.1** The LESSEE will pay to ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS by virtue of this Contract an annual income of XXX EURO, calculated in accordance with the prices set down in the valid Network Statement for every service hour.



Anyhow, the costs of consumption, supplies, services, cleaning or maintenance for using the premises, which shall be borne by the LESSEE, shall not be included in the income. Neither are common expenses included which, where appropriate, shall be paid for.

**4.2** These incomes payable to THE RAILWAY INFRASTRUCTURE MANAGER by the Lessee shall begin to accrue as from the Start of the activity, which shall be recorded in the signed Minutes by the parties and not later THAN SIXTY (60) DAYS after providing the shop

**4.3** Income payment shall be made by months in advance, when the RAILWAY INFRASTRUCTURE MANAGER presents the corresponding invoice, by bank transfer, to any account owned by THE RAILWAY INFRASTRUCTURE MANAGER.

**4.4** Afore amounts don't include VAT, so these figures will be increased with the legal VAT applicable at all times.

**4.5** Should the LESSEE not pay any aliquot part of the income, these shall bear the interest on the non-payment date and there from.

## FIVE. - AUTHORIZATIONS AND LICENSES

The LESSEE shall request and obtain for its own account and charge all authorizations and licenses, both national, autonomous and local, currently in force or which may be issued in the future, and which are legally mandatory to provide their activity at the premises leased by THE RAILWAY INFRASTRUCTURE MANAGER.

THE RAILWAY INFRASTRUCTURE MANAGER declines any responsibility in the event that the activity to be performed by the LESSEE begins without the required credentials, licenses and authorizations.

The LESSEE may urge to terminate the contract in advance, without penalty, if the indicated licenses, authorizations or permits are not granted, revoked or limited during the contractual term, for reasons beyond the will of the lessee.

In addition, the lessee shall request as many permits or licenses as necessary to do the works, in accordance with provision seven hereunder.

## SIX. - GUARANTEE

In accordance with article 36, Urban Leases Act, the LESSEE has given the RAILWAY INFRASTRUCTURE MANAGER, as a legal guarantee, an amount equivalent to two monthly instalments of the annual income for the first contractual year, i.e. (-----) EURO, (----- EURO). (REMOVE IF NON-APPLICABLE)

In accordance with article 36.6, the Urban Leases Act, the LESSEE is exempt from the obligation to provide a bank guarantee. (REMOVE IF NON-APPLICABLE)

The guarantee shall be for the exact fulfilment of the duties assumed by the LESSEE by virtue of the contract.

If the guarantee is paid in full or partially due to a non-compliance by the LESSEE, they shall fully compensate it over a maximum of seven working days starting as from the payment date thereof.

Subject to the contractual termination and provided no pending duties of the LESSEE, the RAILWAY INFRASTRUCTURE MANAGER shall return the legal guarantee which, in no event shall serve to set in advance the maximum limit of the Lessee's liability. Therefore, if the damage to the RAILWAY INFRASTRUCTURE MANAGER exceeds the amount set out in the guarantee, the LESSEE shall pay the difference.

The legal bond will be updated if legally applicable.

## SEVEN. - WORKS AND INVESTMENTS IN FACILITIES

### 7.1 WORKS ON SPACES AND FACILITIES

Any work to be performed at spaces and facilities given shall be payable and the responsibility of the LESSEE, and shall always require a written authorization of ADIF - Alta Velocidad, prior to their start.

The significant milestones for actions in this chapter are outlined below:

- a) Constructive project.

The LESSEE shall account for the document submitted to the railway infrastructure manager for an express approval thereof.

A certificate signed by the expert responsible for drafting the project and endorsed by the competent Official College, shall be annexed to justify the compliance in said project with the conditions of functionality, safety and habitability established in the technical, urban and sectoral regulations of the activity.

- b) Project's Certificate of conformity.

This document serves as an accreditation to review and approve the project submitted by the LESSEE, including the type of investments and amounts approved (IA).

- c) Certificate of starting the works.

It is a document on the starting of works and shall contain at least information on the starting date, an execution time limit for execution, and the expected amount of the works.

- d) Execution of the works.

These shall be performed by the LESSEE, who is solely responsible for any payment linked to the works, and for obtaining and paying all licenses, permits and fees from Local, Autonomous or State Administration as necessary to perform the works. They shall also be responsible for any compensation arising from a failure to comply with the general or particular provisions relating to social security, occupational health of workers doing said works, and of all damages to third parties linked to the works, and shall also comply with every requirement relating to regulations on preventing occupational risks and all ADIF regulations.

The railway infrastructure manager may perform inspection and follow-up visits to the works, and shall have access to all technical documentation of the works. Any amendment to the approved project shall be duly authorized by the railway infrastructure manager prior to its execution, and shall not be implemented without said authorization.

- e) Investment verification report

When the works are completed, it is the document by which the works performed are attested, conveniently accrediting, that they have been liquidated to the suppliers and determining the final amount of work for contractual purposes, given the case.

The conformity of the railway infrastructure manager with the project and the works shall not relieve the LESSEE of its responsibility for any defects that may exist and any consequences arising there from.

## 7.2 INVESTMENTS AND THEIR TREATMENT

The LESSEE shall perform the necessary works to start the activity intended on the leased property, thus equipping it, as required (electricity supply, water, gas, cooling system, heating, etc) in agreement with the project to be approved by ADIF within maximum THREE MONTHS. Should the LESSEE not perform above-mentioned works over the term agreed upon, ADIF may terminate the agreement after the relevant written communication.

The premises will have electrical and communication sockets to install own equipment.

Should the LESSEE consider that it is necessary to perform any work, they shall submit to the railway infrastructure manager the corresponding project, to be expressly authorized for execution. The execution authorization shall be included in the Addendum to the Contract, which includes every contract amendment agreed upon hereunder.

The proposal for these investments, after the railway infrastructure manager analysis it shall be classified as:

### a) Investments in fixed facilities

The railway infrastructure manager may require the amount to be guaranteed during the contract term if these are necessary and duly justified.

The entire investment shall normally be fully amortized over the full contract term, and at the end of the contract the works or facilities performed by the LESSEE shall always be in the interest of the railway infrastructure manager, and the LESSEE shall hold no right to compensation except for the part pending depreciation as approved by the railway infrastructure manager before terminating the contract.

Guaranteed amount

It is calculated using the following formula:

$$I_g = I_v \times M_p / D_u$$

Where:

$I_g$  is the guaranteed amount.

$I_v$ , is the amount of investments made, checked and linked to the given space. (The invested amount must be less than or equal to the amount of the Approved Investment, the)

$M_p$  is the number of months until the end of the depreciation, in accordance with the depreciation plan authorized by the railway infrastructure manager.

$D_u$ , is the total period in months that the depreciation lasts, in accordance with the depreciation plan authorized by the railway infrastructure manager.

In order to calculate the guaranteed amount it will be necessary that, upon completing the investment, the LESSEE provides the railway infrastructure manager with the appropriate certifications, invoices or documents which prove sufficiently, in the opinion of the railway infrastructure manager, the total cost thereof, disaggregating the amount of removable facilities, providing also proof that the works have been duly paid off to their suppliers.

### Rights on the guaranteed amount

a) In the event that the contract is resolved for reasons not attributable to the LESSEE, the latter shall be entitled to receive from the railway infrastructure manager a compensation equivalent to the guaranteed amount ( $I_g$ ). The LESSEE may not claim any other compensation.

b) In the event that the contract is resolved for reasons attributable to the LESSEE, the latter shall not be entitled to paying the guaranteed amount (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 - Alta Velocidad with a copy of the contracted insurance policy certificate and undertakes to refer to ADIF - Alta Velocidad from time to time, proof of the policy premium's updated payments. The LESSEE also undertakes to notify ADIF - Alta Velocidad 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 - Alta Velocidad 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- Alta Velocidad 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 - Alta Velocidad verifies that these are not as agreed upon and the LESSEE does not correct these in three months upon request by ADIF - Alta Velocidad 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 - Alta Velocidad 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.- Alta Velocidad 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 - Alta Velocidad 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.

## VIGESIMOSEXTA. - CONFIDENCIALIDAD Y PROTECCIÓN DE DATOS PERSONALES

## 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 ADIF-Alta Velocidad, E.P.E. (CIF Q-2802152-E)

Postal Address: Avenida Pio XII, 97, Madrid (28036).

E-mail Address: dpd.adifav@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 - Alta Velocidad



# COMPLIANCE AND PROCUREMENT FORMS TO MANAGE SPACES FOR THE PROVISION OF RELATED RAIL SERVICES (SB-8, SX-4, 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 - Alta Velocidad to access service facilities to provide the service (SB-8 SPACE FOR TICKET MACHINES AND INFORMATION / SX-4 SPACES TO PROVIDE ATTENTION SERVICES AND TIMELY 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 - Alta Velocidad are in this document, together with the agreement terms hereto attached as Annex 1:
  - Space No. SAP XXX, with XX sqm at XXX station
  - Price, as set in the Network Statement, and in force at all times. In this specific case, as it is a station of XXXXX group, the price for XXX is XXXXXX (amounts excluding VAT).
    - SB-8- The price includes power consumption. It does not include expenses for consumption, supplies, services, cleaning or maintenance arising from using the machines, which shall be paid by the LESSEE.
    - SX-5- The price includes power consumption. Specific surveillance service is not included in the price, so custody of stored items is not offered.
    - SX-8- The price includes power consumption.
  - Validity shall be as indicated in the allocation resolution, and it shall be valid the day after it is notified until the end of XXX day.

3. Whereas (-----) accepts the conditions set out in this document and Annex 1, by signing and sealing it.

DOCUMENT IDENTIFICATION:

CONTRACT NR.

SIGNER:

THE LESSEE

ADIF - Alta Velocidad

## 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 - Alta Velocidad - 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 - Alta Velocidad - 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 - Alta Velocidad.

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 - Alta Velocidad - receives a copy of the insurance policies set forth in provision SEVEN in these Agreement Terms.

### TWO. - RECOVERY OF PREMISES BY ADIF - ALTA VELOCIDAD DURING THE TERM OF THE AGREEMENT

1. Where maintenance and/or remodelling works affect railway transport services, whether scheduled or urgent, ADIF - Alta Velocidad may modify the capacity allocated after communicating it to the railway undertakings. ADIF - Alta Velocidad 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 - Alta Velocidad 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 - Alta Velocidad prior to revoking the capacity.
3. In any of the above cases, ADIF - Alta Velocidad 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 - Alta Velocidad 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 - Alta Velocidad the transferred premises, in the same original status, unless otherwise and expressly agreed upon by ADIF - Alta Velocidad.
- 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 - Alta Velocidad 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 - Alta Velocidad and made by the LESSEE
- 3.5 Should ADIF - Alta Velocidad 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 - Alta Velocidad 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 - Alta Velocidad 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 - Alta Velocidad presents the corresponding invoice, by bank transfer, to any account owned by ADIF - Alta Velocidad:
- 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 - Alta Velocidad.

ADIF - Alta Velocidad 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 - Alta Velocidad 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 - Alta Velocidad 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 - Alta Velocidad given any reasons beyond the Operator that justify a delay to start the works. ADIF - Alta Velocidad may at all times, inspect the works, to verify that they satisfy the approved project, and ADIF - Alta Velocidad shall not be held liable for said inspection or control. After completing the works, a record indicating the new facilities shall be issued as part of this Agreement.



## SEVEN. - INSURANCE

The LESSEE shall have taken over a global insurance policy covering the risks of fire and other damage to property or Civil Liability, every one for a minimum amount of 150.000.- EURO (ONE HUNDRED AND FIFTY THOUSAND EURO) and these shall guarantee - in the event of a disaster - the payment of the corresponding compensation to cover the risks of any damage caused - during the works - if any, and whilst executing the activity at the leased premises.

Upon signing the contract, the LESSEE provides ADIF - Alta Velocidad with a copy of the contracted insurance policy certificate and undertakes to refer to ADIF - Alta Velocidad from time to time, proof of the policy premium's updated payments. The LESSEE also undertakes to notify ADIF - Alta Velocidad of any changes in the policy or change of insurance company that may occur during the agreement term.

The LESSEE directly takes on the personal liability for any compensation exceeding the amount specified in afore paragraph.

These insurances shall be contracted with an insurance company that complies with the requirements established in Law 20/2015, of 14 July on management, supervision and solvency of insurance and reinsurers entities, or a regulation that replaces it. The insurance policy shall start covering ADIF - Alta Velocidad not later than the date when the premises are handed over.

The LESSEE shall ensure ADIF - Alta Velocidad that all said risks are covered, from the start of the Agreement, until it ends.

The LESSEE shall pay insurance premiums in a timely manner and shall provide an annual copy to ADIF - Alta Velocidad, with the relevant payment receipt.

## EIGHT. - USE AND PRESERVATION

The LESSEE shall use the site with due diligence and exclusively for the use described in provision one, and shall not do anything to damage it. It is forbidden to store or handle hazardous materials.

The LESSEE undertakes to keep in good condition the facilities, equipment and elements of the activity, as well as to clean the transferred premises, and to repair any damage thereby ensuring a permanent perfect status.

The LESSEE undertakes to prevent any usurpation or harmful novelty by third parties.

The LESSEE shall give ADIF - Alta Velocidad 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 - Alta Velocidad issues to develop activities within railway enclosures, if any, and to implement the instructions of ADIF - Alta Velocidad 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 - Alta Velocidad.

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 - Alta Velocidad 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 - Alta Velocidad - 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 - Alta Velocidad for any damage caused by an incident to these supplies, provided that said incidents do not result in causes attributable to ADIF - Alta Velocidad.

## 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 - Alta Velocidad. 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 - Alta Velocidad to activities other than those provided for in this Agreement.

- 12.5** For repeatedly and seriously preventing or prohibiting the access of ADIF - Alta Velocidad 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 - Alta Velocidad.
- 12.7** If, upon doing the works referred to in provision SIX, ADIF - Alta Velocidad 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 - Alta Velocidad.
- 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 - Alta Velocidad 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 - Alta Velocidad 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 - Alta Velocidad 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 - Alta Velocidad, and three of this document concerning the advance resolution by the LESSEE, as well as the termination by ADIF - Alta Velocidad 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:

- a) Over the valid term of the Agreement or the extensions agreed upon.
- b) Dissolution of the legal LESSEE.
- c) Loss of the property transferred for cause not attributable to ADIF - Alta Velocidad.
- d) Definitive closure of the railway enclosure or the place where the building is located, agreed upon by ADIF - Alta Velocidad 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.

e) 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 - Alta Velocidad shall not be liable for any damage loss or damage to the furniture or fixtures within the leased premises. Furthermore, ADIF - Alta Velocidad 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 - Alta Velocidad 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 - Alta Velocidad 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 - Alta Velocidad of the documents subscribed to remove all waste.

## SEVENTEEN. - COMMUNICATIONS

All communications addressed by the LESSEE to ADIF - Alta Velocidad 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 - Alta Velocidad addresses the LESSEE, they shall send it to the address shown in the compliance document.

As long ADIF - Alta Velocidad 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:

ADIF-Alta Velocidad E.P.E. (CIF Q-2802152-E)

Postal address: Avenida Pio XII, 97, Madrid (28036).

E-mail address: [dpd.adifav@adif.es](mailto:dpd.adifav@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.



# FRAMEWORK AGREEMENT TO RESERVE CAPACITY

Madrid, \_\_\_\_\_ 20XX

## Together:

On the one side, [NAME] \_\_\_\_\_, [POSITION] \_\_\_\_\_, on behalf of ADIF - Alta Velocidad with Spanish Tax Identification Nr.: Q2802152E 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.

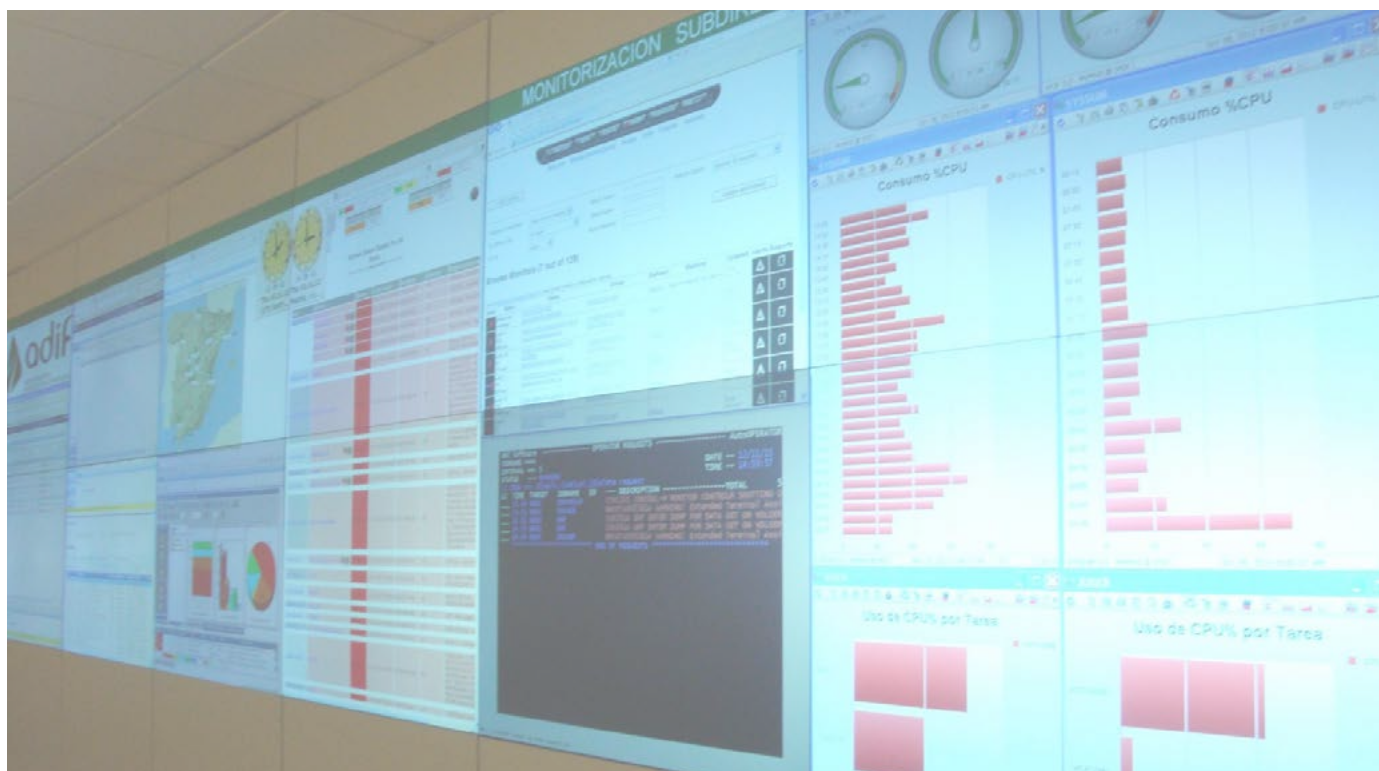
According to Article 38, section 4 in Law 38/2015, of 29 September, of the Rail Sector, this framework agreement shall not preclude the use of the relevant infrastructure by other applicants or other services:

## 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, stabling etc.) described in Annex 2 for the period of this framework agreement. Any change in these characteristics shall be previously requested and accepted by the rail infrastructure manager.

- 2) The Applicant commits to request the infrastructure capacity agreed upon and described in Annex 3, contemplating a annually reduction margin of up to 10% for possible program adjustments.
- 3) Without prejudice to Provision 8 hereunder and - except for the cases provided for in provision 4 – in accordance with article 13 of COMMISSION EXECUTION REGULATION (EU) 2016/545 of 7 April 2016 on the procedures and criteria related to infrastructure capacity allocation framework agreements, should the Applicant not request the capacity agreed upon for the following 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 for Stock Exchange Markets, which may give their approval for reasons other than those set in sections a) - e) of afore paragraph. The capacity allocated by virtue of the framework agreement, which is not used as a result of the time required to assume the service shall remain available to other Applicants.

- 3). Applicants may request to renew the Framework Agreement and the infrastructure manager may satisfy said request provided if the Applicant has fulfilled the commitments upon signing the Framework Agreement, justifying any investment in their initial business plan pending amortization and - if committed in the request for framework capacity - has implemented a carbon footprint reduction plan since the Framework Agreement started, which results, upon completion, can be verified by a duly accredited independent entity.

Applicant may request to conclude the framework agreement in accordance with Provision 8 hereunder.

## CLAUSE 7 - AMENDMENTS OR LIMITATIONS TO THE TERMS OF THE FRAMEWORK AGREEMENT

- 1) Any change in the conditions of this framework agreement is authorized given any of the following reasons:
  - a) Upon request by any party as accepted by the other one.
  - b) Given any new legal or regulatory measure affecting - in whole or in part - the provisions in this framework agreement.
  - c) Due to any substantial increase by the railway infrastructure manager of railway tariffs.

These amendments shall be agreed upon as an amendment to the document, signed by the parties.

- 2) In the margins of the previous assumptions, the rail infrastructure manager may modify or limit the terms of this Framework Agreement, following a report to the National Commission of Markets and Competition and communicating it well before the Applicant, as a result of adopting measures to support the most efficient use of rail infrastructure, such as improvements in safety, gauge changes or other, and if there is no other reasonable mean to achieve this objective.

Amendments may affect the capacity offered by the rail infrastructure manager described in Annex 3, adapting the characteristics of the capacities (e.g., travel times or train schedules), and even when necessary, propose capacity for alternative routes on which the railway undertaking is legally authorized to run its trains. It may also reduce the capacity offered in these situations when no other reasonable possibility. In said cases, compensation equivalent to the direct costs reasonably incurred by the applicant and duly justified shall accrue in favour of the applicant.

- 3) The rail infrastructure manager shall weigh the legal commercial interests of the Applicant, with those of other applicants, when modifications or limitations occur to the terms contained in this framework agreement.
- 4) The Railway Infrastructure Manager shall communicate in writing to other potential applicants, the intention to modify or limit the terms of this framework agreement, granting them a period of one to four months to respond. The rail infrastructure manager reserves the right not to inform other potential applicants if amendments to the framework agreement are minimal or do not affect other frameworks agreements.

## CLAUSE 8 - TERMINATION OF FRAMEWORK AGREEMENT

- 1) This framework agreement shall be terminated immediately, without prejudice to any compensation by the rail infrastructure manager and without the right to claim by the applicant, in the following cases:
  - a) Revocation of the applicant approval or railway undertaking license.
  - b) Remove the safety certificate of the railway undertaking providing services. In case of partial withdrawal, the provisions of the framework agreement are maintained for the capacity that has not been affected by such decision.

- c) Applicant's declaration of bankruptcy.
  - d) The conditions used by the applicant in section c) in the exhibit required to sign it have ended.
  - e) Non-compliance of applicant's trains with the technical characteristics (stock, maximum speed, stops, stabling etc.) for which capacity is requested in the framework agreement.
- 2)** The Applicant may terminate this framework agreement in writing, with a period of twelve months' notice prior to the 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 - Alta Velocidad Public Business Entity with the purpose of “Managing ADIF - Alta Velocidad 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 - Alta Velocidad. 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.adifav@adif.es](mailto:dpd.adifav@adif.es) or by mail to Avenida Pio XII, 97 bis, 28036 (Madrid).

For more information on Transparency and Data Protection section of ADIF - Alta Velocidad business public entity see

<https://www.adifaltavelocidad.es/sobre-adif-av/transparencia/proteccion-de-datos>

Signed.: \_\_\_\_\_

[POSITION] \_\_\_\_\_

ADIF-Alta Velocidad \_\_\_\_\_

Signed.: \_\_\_\_\_

[POSITION]: \_\_\_\_\_

[COMPANY]: \_\_\_\_\_



# ANNEXES

## ANNEX 1 - Lines Affected by the Framework Agreement

Described in the framework capacity and updated on the Network Statement.

## ANNEX 2 – Technical and Operational Parameters

The contents of this appendix shall be defined by case.

However some of the following contents shall be included:

### 1. Technical Parameters:

- 1.1 Rolling Stock
- 1.2 Weight of trains
- 1.3 Maximum speed
- 1.4 Gauge
- 1.5 Length
- 1.6 Percentage of braking
- 1.7 On board systems
- 1.8 Other restrictions (hazardous material, exceptional transport, etc.)

### 2. Operation

- 2.1 Frequency and running days
- 2.2 Connections
- 2.3 Stops
- 2.4 Approximate travelling times
- 2.5 Rotations
- 2.6 Stabling
- 2.7 Type of offer (cadenced)

## ANNEX 3 –Framework Capacity agreed upon

The contents of this appendix shall be defined by case.

## ANNEX 4 –Service schedule and periods

The contents of this appendix shall be defined by case.



# Annex K

## Dispute Resolution Procedure

### RESOLUTION PROCEDURES FOR CONFLICT AND RESOURCES REGARDING REQUESTS TO ACCESS INFRASTRUCTURE, REQUESTS TO ACCESS SERVICE PROVISION, RAILWAY SERVICE PROVISION AND THE INCENTIVE SYSTEM

## INTRODUCTION

This annex gives information on different procedures that Rail Sector Act and this Network Statement provide to solve the disputes and proceedings brought against the capacity allocation process, rail service provision and incentive system.

In addition, information about the procedure to follow in the claims submitted by railway undertakings and other applicants in connection with the performance of the rail infrastructure manager, railway undertakings and the other applicants concerning questions on the application of this Network Statement, procedures to allocate capacity and performance thereof, tariffs for using railway infrastructure, issues of discrimination to access rail infrastructure or services linked thereto, claims that relate to the provision of services on international rail freight corridors.

## PROCEDURES

### 1. COORDINATION PROCEDURE IN THE SCOPE OF INFRASTRUCTURE CAPACITY ALLOCATION PROCESS

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

In the event that the railway infrastructure manager detects that during the period considered to prepare the 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

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

During the request coordination process, the railway infrastructure manager may propose to applicants, within reasonable limits ( $\pm 60$  minutes), infrastructure capacity allocations that differ from the requested ones.

The railway infrastructure manager may make as many coordination rounds as considered appropriate in order to reach satisfactory agreements.

Should it not be possible to reach an acceptable solution for all applicants after developing the coordination process, the railway infrastructure manager shall adopt the solution that best suits the rail system as a whole:

- When creating the Service Schedule, the infrastructure use shall be optimized, in order to avoid any inefficient use that prevents from making the most of it.
- As far as possible shall be offered alternatives to allow the coexistence of different Applicants in time periods, offering capacity allocations that may vary slightly from requested ones, considering that whenever they are delivered within a 60-minute period, all requests would be satisfied.
- In specialized lines or with predominant traffic (High Speed, Commuter, etc.) traffic that corresponds to this specialization shall have priority, giving value to traffic that uses the whole line over that, using only part of it.
- Likewise, services subject to public service obligations, as well as that of freight transport and, especially, international ones, shall receive due consideration.
- Services requested according to a Framework Agreement, or that are subject to rhythmical or systematic services will also have priority.
- On infrastructures declared as congested, the railway infrastructure manager may modulate the application of strict capacity allocation criteria in order to guarantee, to the maximum extent possible, access to every applicant who requested the capacity allocation.
- The railway infrastructure manager final decision may be subject to allegation, according to the following section.

## 2. ALLEGATIONS TO THE SERVICE SCHEDULE PROJECT PROPOSAL

The deadline to present allegations is at least 1 month after communicating the timetable project to the applicants.

Given any application for timetable presented after the deadline or for paths allocated in service schedule adjustments, the period of allegation will be five working days after capacity allocation and two working days for occasional paths.

The infrastructure manager agrees to give written response to complaints by RUs in accordance with the provisions of Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administration.

## 3. COORDINATION PROCEDURE TO ACCESS RAILWAY SERVICES PROVISION

The procedure indicated below shall apply at service facilities owned by the infrastructure manager related to rail transport in the General Interest Rail Network, where the Infrastructure 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) Knowledge of Occupational Risk Prevention Requirements.

## PRIORITY CRITERIA

If, despite the coordination procedure, requests to access services remain incompatible, the facility operator shall apply objective and non-discriminatory priority criteria, taking into account the facility purpose, the object and nature of rail transport services for an efficient use of available capacity.

The applicable priority criteria is as follows:

### At Freight Transport Terminals.

- a) Service requests related to Transport Plan trains with a Quality Agreement (Convenio de Calidad Contertada CQC).
- b) Requests for services related to Transport Plan trains that have Service Grouping agreements by train.
- c) Requests for services related to Transport Plan trains with a coordinated path with other service facilities or with providers of other services.
- d) Requests for services related to Transport Plan trains not included in the previous cases.
- e) Requests for occasional services not included in the Transport Plan.
- f) For other applications, these shall be addressed by application entry order.

### At Passenger Transport Stations.

- a) Proportionality regarding the number of trains with commercial stop at the station.
- b) Proximity to train arrival or departure time to/from the station.
- c) For other requests, these shall be addressed by request entry order.



## 4. REQUESTS, CLAIMS AND COMPLAINTS REGARDING THE PROVISION OF RAILWAY SERVICES BY THE MANAGER OF RAIL INFRASTRUCTURES

There will be requests to the rail infrastructure manager in the entity area of competence, as well as arguments that may be submitted in the proceedings initiated by it, and submit claims which must resolved by the rail infrastructure manager, as well as those which shall be resolved by the rail infrastructure manager, as well as those that shall be responsibility of this entity, if the services provided by the rail infrastructure manager do not conform this Network Statement, or the quality levels set in the service provision.

The rail infrastructure manager shall not be considered responsible for damages (losses, breakdowns and delays) suffered by the freight during transport, or damages to rail vehicles, except if the railway undertaking conclusively proves that such damages are attributable to the rail infrastructure manager.

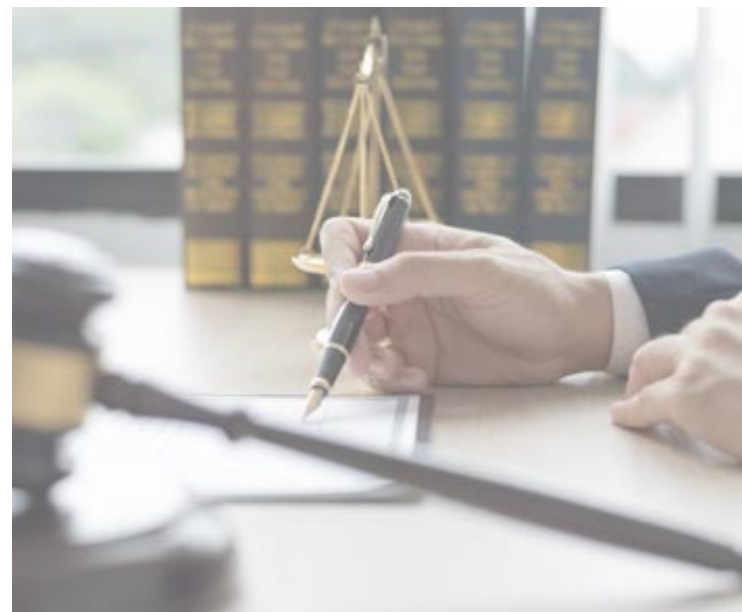
The lack of traction power supply shall not be considered grounds for complaint, when it is due to a breakdown caused by a railway undertaking, or if it is the result of duly scheduled works or maintenance operations. In the event of a lack of traction power supply for reasons attributable to power supply companies, the maximum amount of compensation shall be as set up by current laws of the electricity sector, for this purpose, address the Electrical Energy Management Branch of the ADIF-Alta Velocidad Corporate Directorate.

The Rail Infrastructure Manager shall not be liable toward Rail Undertakings for any damages caused during service provision when these are the result of situations of force majeure, vandalism or by third parties unrelated to railway infrastructure manager.

Railway undertakings or third parties shall be liable toward the rail infrastructure manager for damages caused to people and/or things, as well as to their facilities, machinery, railway infrastructure, etc.

The infrastructure manager agrees to give written response to the complaints by RUs in accordance with the provisions of Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administrations, notwithstanding that private law relationships other terms may be agreed upon.

Railway undertakings shall have procedures in their SGS to define and control operations related to rail services as required to satisfy their transportation needs



## 5. PROCEDURE OF COORDINATION IN THE FIELD OF CAPACITY ALLOCATION PROCESS AT SERVICE FACILITIES

The coordination procedure is designed to resolve conflicts that may arise when requesting capacity allocation at service facilities.

### FOR REQUESTS TYPE A: WITH RESERVE CAPACITY

GIS shall study the requests received and based on allocation criteria indicated in chapter 7 of this Network Statement, should capacity requests coincide in the same use period and for the same service facility they shall communicate a provisional capacity allocation, at most, 30 days before the scheduled use date of the service facility, and applicants will have 10 calendar days to accept/reject it, or to make allegations as they deem appropriate.

GIS will have 5 calendar days to analyse these allegations and communicate the final capacity allocation. Given no receipt of client's acceptance of the allocated capacity after set deadline, GIS may freely dispose of it.

### FOR TYPE B REQUESTS: WITHOUT CAPACITY RESERVATION

Requests shall be made at least 7 calendar days in advance, through SYACIS application.

GIS shall study the requests received according to the allocation criteria indicated in this NS, chapter 7, given any coincidence of capacity requests, in the same period of use and for the same service facility, it will communicate a provisional capacity allocation that the client shall accept or reject.

Given no client's acceptance of the allocated capacity upon deadline GIS will freely dispose of it.

For exceptional and justified reasons, clients may request capacity for a service facility, less than 7 calendar days in advance. Said type of requests may only be presented from Monday to Friday, before 12 o'clock the day before train departure and shall identify to GIS the train to which the application is linked. The answer shall be notified before 18 h. of the same day.

In case of fuel supply at fixed and mobile points, capacity allocation shall be included in service supply.

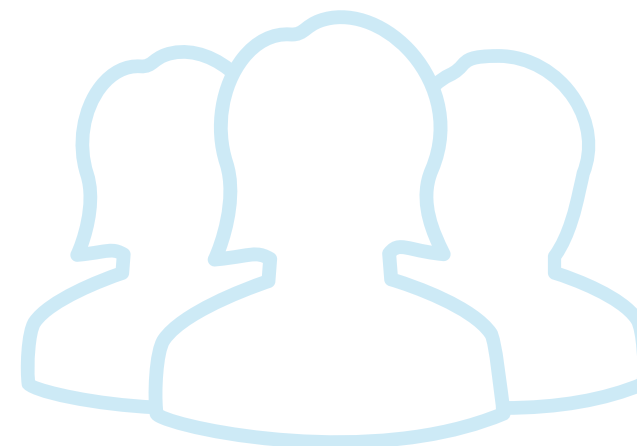
## 6. COORDINATION PROCEDURE OF REQUESTS TO ACCESS SERVICE FACILITIES AND SERVICES LINKED TO RAIL TRANSPORT AT PASSENGER STATIONS

This procedure shall generally apply to access to facilities and services related to rail passenger transport at passenger stations in commercial operation.

When the infrastructure manager receives a request to provide access to service facilities or related rail services from a railway undertaking and said request is incompatible with another request or coincides with a capacity already allocated, they shall aim at satisfying all requests through negotiation and coordination with the affected railway undertakings, in accordance with Art. 10, Implementing Regulation (EU) 2017/2177.

The infrastructure manager shall study different options to allow reconciling incompatible requests to access the service facility, or to provide services at the facility. These options should include, where appropriate, measures to maximize the facility's available capacity, provided that they do not entail additional investment in resources or equipment.

Any request allocated after a coordination process shall be expressly ratified by the client.



### PRIORITY CRITERIA

In accordance with Art. 11 of Implementing Regulation (EU) 2017/2177, if despite the coordination procedure, requests for rail services cannot be reconciled, the infrastructure manager shall resolve the requests in accordance with the following priority criteria (\*):

1. Railway undertakings with existing contracts on services or spaces to prioritize with a Framework Agreement
2. Railway undertakings with existing contracts on services or spaces to prioritize, with no Framework Agreement
3. Railway undertakings with Framework Agreements but no existing contracts on services or spaces to prioritize
4. Railway undertakings without Framework Agreement and no existing contracts on services or spaces to prioritize

(\*) These criteria shall only apply after signing Framework Agreements and the first request for services at stations. Prior to the criteria's entry into force, requests shall be prioritized based on trains with a planned stop at the station upon request or, where appropriate, committed to the offer presented in the capacity allocation process.

Within every category, priority shall be given according to trains with a planned stop at the station upon request, prioritizing requests from railway undertakings with most trains with a planned stop at the station, and so on.

Calculation of trains with a planned stop at the station shall be based on the request duration linked to a priority criterion (Framework Agreement, Service Schedule or Concerted Adjustment), including long distance and intercity, in accordance with Rail Sector Act.

When there are previous contracts with railway undertakings, although requests are for spaces linked to basic services, ADIF-Alta Velocidad may require amending the allocated capacity in order to include new operators.

In these cases, railway undertakings have the right to compensation for investments pending amortization for the modified space, as approved by ADIF-Alta Velocidad and performed by the railway undertaking.

The infrastructure manager may also satisfy aspects expressly stated in aforementioned Act, article 11.

Requests allocated after a process of priority criteria shall be expressly ratified by the client.

## CLAIMS

In accordance with Directive, Art. 13.5, and Art. 14, Implementing Regulation (EU) 2017/2177, when the infrastructure manager does not have any viable alternative, or capacity for the concerned facility, they may claim before the regulatory body (CNMC) based on the needs proved by the railway undertaking.

## 7. PROCEDURE TO ASSIGN DELAYS AND CONFLICT RESOLUTION WHEN IMPOSING LIABILITIES WITHIN THE INCENTIVE SYSTEM FIELD

Adif has implemented the Performance Scheme, which includes the process of allocating attributable delays and conflict resolution, in accordance with Law 38/2015, of 29 September of the Railway Sector and Order FOM/189/2015, of 11 February, on the basic implementation principles of a performance scheme in the tariff system for using rail infrastructures, as indicated in section 6.2.5., Chapter 6 in the Network Statement. This process unfolds in three phases:

### Communication of allocation of imputable delays:

- Adif shall communicate to RUs, on the following business day after the train has run, the provisional daily list for each train, the computable delays, the corresponding imputation factor and the delays attributable to every RU.
- RUs, given any disagreement, shall have a maximum period of two working days to request to Adif the supporting documentation regarding the allocation of delays and liabilities, especially the information included in the incident management system.
- Adif shall have two working days to send the requested documentation and information to RUs.
- RUs after receiving the documentation and information requested to Adif, shall have two working days to make their observations on this information after receiving it. Adif may also request RUs to clarify or document the relevant justification in said cases.

## Publication of the final allocation of imputable delays

- After analysing these observations, Adif shall publish the final list of eligible delays, the allocation factor and delays attributable within nine working days after the train has run.

## Conflict resolution in liabilities allocation

- RUs, given any disagreement, may complain to the Performance Scheme Surveillance Committee within fourteen business days after the train has run.
- In the previous case, aforementioned Committee shall have a period of ten working days to communicate the final result of the allocation of delays.
- In case of discrepancy with the resolution adopted by the Incentive Monitoring Committee and if two months after starting the procedure it is not possible to reach an agreement between Adif and RUs, the National Commission of Markets and Competition shall be the body in charge of resolving.

Telematic means shall be used in every communication between Adif and RUs, related to the Performance Scheme

## 8. PROCEDURES BEFORE THE NATIONAL COMMISSION FOR MARKETS AND COMPETITION

In the rail sector, according to Law 3/2013, of 4 June, on creation of the National Commission for Markets and Competence, it corresponds to the National Commission for Markets and Competence to know and resolve the claims presented by the railway undertakings and other applicants regarding acts of the rail infrastructure manager, railway undertakings and other applicants on:

1. The content and implementation of network statements.
2. The capacity allocation procedures and their results.
3. The size, structure or application of fees and charges as required.
4. Any discrimination to access infrastructure or services linked thereto by reason of acts performed by other railway undertakings or applicants.
5. The provision of services on international rail freight corridors.
6. The National Commission for Markets and Competition shall cooperate with standardization bodies of the railway market in other Member States of the European Union for claims or research relating to an international train path.

Claims shall be submitted one month after the corresponding fact or decision takes place.

For solving the referred conflicts, the commission shall solve any denounce and shall adopt, upon request by any party, a resolution to solve the conflict as soon as possible, and, anyway, in a maximum time period of 6 weeks after receiving all information.

The resolution adopted by the National Commission for Markets and Competence shall be binding for the parties without prejudice to the remedies in accordance with article 36 in Law 3/2013 of 4 June on creation of the National Commission for Markets and Competence.

Depending on the nature of communication, Railway Undertakings and other Applicants may contact the following addresses of the Rail Infrastructure Manager:

## Fuel Supply Services

Subdirección de Promoción Transporte Mercancías.

Estación de Madrid Chamartín-Clara Campoamor. Andén 1. Agustín de Foxá, 46. 28036 Madrid.

## Services of Traction Electric Energy Supply

Dirección Corporativa de ADIF- Alta Velocidad

Subdirección de Gestión de Energía Eléctrica

Avda. Pio XII, 97 - 1ª planta. 28036 Madrid

## Acts of Adif on Payment and Management of Rail Fees and Tariffs

Dirección de Gestión Económica y Financiera

Calle Titán , 4, planta 4; 28045 Madrid.

## Requests for Compensation for Patrimony Responsibility Arising from Damage Caused by Normal or Abnormal Public Service Provided by ADIF-Alta Velocidad

Secretaría General.

Calle Sor Ángela de la Cruz, 3. 28020 Madrid.

## Other Requests or Claims Arising from the exercise of Public Powers exercised by ADIF-Alta Velocidad

Secretaría General

Calle Sor Ángela de la Cruz, 3. 28020 Madrid.

## Capacity Allocation

Dirección General de Circulación y Gestión de Capacidad (Adif)

Calle Agustín de Foxá, 56 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 Stations

Dirección de Estaciones de Viajeros de Adif.

Avenida Pío XII, 110. Edificio 18. 28036 Madrid.

# Annex L

## Information Exchange Process to Operate the Capacity

### INTRODUCTION

Railway service operation requires an adequate coordination of the information generated by the infrastructure manager, Applicants and railway undertakings providing services to them.

This annex details the general conditions to use information services that the infrastructure manager makes available to Applicants, and also determines the information that shall be provided by Applicants to the infrastructure manager, in order to properly perform their duties.

### 1. SCOPE

It applies to all Applicants and railway undertakings providing service on the General Interest Rail Framework managed by an infrastructure manager.

Applicants and railway undertakings using the services of the infrastructure manager information systems implies compliance with the following provisions.

### 2. INFORMATION PROVISION SERVICES BY THE INFRASTRUCTURE MANAGER

The way in which Applicants shall interact with the Infrastructure Manager to exchange information that enables a correct train operation is described hereunder.

Whenever possible, the Infrastructure Manager shall provide an information exchange online and in digital format, although they may determine other means when there is some contingency in order to enable sadi exchange.

**Services linked to the provision of information services necessary to request and use the capacity (Minimum access package).**

#### a) Processing requests for railway infrastructure capacity.

The following IT tools shall be provided for Applicants to make their capacity requests to the Infrastructure Manager.



- Planned paths (SIPSOR/PLANIF application)
- Immediate paths (SIGES application)

#### **b) Availability of the allocated capacity.**

Information will be provided on the capacity allocated to Applicants and the possibility of consulting it:

- Specific options of said applications (SIPSOR/PLANIF/MALLAS/SIGES).
- Sending the allocated paths in digital format.
- Provisionally and whilst the shipment through TAF/TAP TSI protocol is not available, the Infrastructure Manager shall provide every company with a daily file (xPEC) of allocated or announced paths.

#### **c) Train control, regulation and distribution of information on traffic and diversions.**

Applicants shall receive, online and according to TAF / TAP-TSI protocol, the messages intended to provide this service (Train Running Information, Train Interruption, etc.).

As soon as possible, these messages shall include information on traffic tracks and stabling.

#### **d) Any other information necessary to operate the service to which capacity has been allocated.**

The infrastructure manager offers to railway undertakings:

- A possibility to request specific adjustments to the Daily Operating Plan using GTRENES tool. Changing the origin or destination of a train, planned stopping times (increase / decrease), cancellations or last minute announcements, etc.
- Information on incidents affecting railway Undertakings.
  - Accessing GIFO application
  - Sending on-line TAF/TAP-TSI messaging.
- Information on Wind alerts (Sending information through office automation tools)
- Specific information from regulatory documents on Infrastructure (RGD Application)
- Information about Train Schedule, including Maximum Speed Charts (RGD Application)
- Periodic information on Temporary Speed Limits (RGD Application)

### **Services associated with supplementary information service supply.**

In addition to the information services necessary to request and use capacity, Applicants and railway undertakings may request from the Infrastructure Manager, other information services considered as ancillary services, after contracting and agreeing on the economic consideration:

- a) MONR tool use, to visualize trains' position on High Speed lines in a synoptic.
- b) Preparation of the standard Train Document (DT), from the stated data, as appearing under RUs responsibility.
- c) "Elcano View" web application is under way, and shall allow viewing synoptic of any point on the network (High Speed, Conventional Network and Metric Gauge Network), which shall complement or replace MONR.
- d) "Sitra +" web application is under way, and shall allow railway undertakings to view their traffic in space-time graphics
- e) Other information as agreed upon between the infrastructure manager and applicants/railway undertakings

### General conditions to provide information services.

The rail infrastructure manager shall enable, upon request, and for an adequate use of information services:

- a) A certain number of authorizations (users) to access computer applications; due to existing technical limitations, the number may be set by the infrastructure manager, depending on the production volume of the Applicant or Railway Undertaking.
- b) Initial training in computer applications to ensure knowing these. This training is intended for a limited number of trainers from railway undertakings (the maximum amount of authorized trainers shall be set by the infrastructure manager based on the number of access authorizations). The initial training shall be renewed when the service or the computer tool evolves.
- c) A user manual or documentation for every service.

## 3. INFORMATION THAT APPLICANTS AND RAILWAY UNDERTAKINGS SHALL GIVE TO THE INFRASTRUCTURE MANAGER

### Information to access regulated tracks

In order to access regulated tracks and with sufficient time before the train leaves, railway undertakings shall provide the infrastructure manager - as determined in the Railway Traffic Regulation (RCF) - at least with the following information:

#### Train composition, in two possible ways:

- Through TAF / TAP-TSI (Train Composition Message) messaging to communicate the applicant's system with the infrastructure manager
- Temporarily or in case of contingencies, accessing GTRENES application to register manually (utilities are offered to facilitate the work)

#### Communication of the train ready also in two possible way:

- By messaging means TAF/TAP-TSI (Train Ready)
- Temporarily or in case of contingencies, from GTRENES or GTRENES mobile applications

## Data necessary for passenger information at stations.

Applicants and railway undertakings, which traffic is intended to transport passengers shall state to the infrastructure manager in time and form the commercial parameters required for their trains, in order to correctly inform passengers at the stations, through screens.

This commercial information should preferably be offered through a standardized messaging service according to the protocol and format defined by the infrastructure manager.

As an alternative for cases when this type of automatic delivery cannot be performed, the infrastructure manager shall make ELCANO tool available, whereby the required information can be manually entered, always with sufficient notice.

Any changes to the commercial information shall be previously informed to the infrastructure manager.

The parameters to be provided are necessary to correctly inform through the passenger information system at the stations. The most relevant ones are detailed below:

- Consistency of the technical number and the commercial number, by line section
- Shared code services
- Train branches (multi-origin and/or multi-destination)
- Commercial numbering of the train setting and the arrangement along the line
- Linking trains
- Accessibility parameters
- Train setting type (short/long, two stories, etc.)

## Information on planned rotations

Consistent with the requested capacity, railway undertakings shall provide the infrastructure manager in time and form with information on train's rotation, in order to manage the stabling capacity providing information to passengers at stations. They also have the obligation to request any amendment they require to the capacity request, with the infrastructure manager deciding whether it is possible to meet said request.

## Traffic volume and freight statistics

Efficient management of the infrastructure manager's network requires having detailed statistics on passenger volumes and freight traffic on their lines.

This information is necessary to analyse the network's traffic flows, as well as the volumes transported on every network section.

For this reason, it is required that, on a monthly basis, applicants and railway undertakings provide the infrastructure manager, with the information necessary to make



said statistics, regardless of any information that they must give to other bodies of the state administration.

In passenger traffic, the minimum information required has already been provided in recent years, on trains where the transport operator has a detailed occupancy control (particularly trains with a mandatory seat reservation):

- Train date
- Train number (commercial or traffic)
- Origin of the traffic report (including the station code)
- Destination of the traffic report (including the station code)
- Amount of transported passengers

For other trains, with no detailed occupancy control, the traffic volume estimation based on traffic lists or stations shall be handed over on a monthly basis. The format will be agreed upon with the infrastructure manager.

All this information shall be delivered through editable computer means.

In freight traffic, the infrastructure manager shall obtain transport data (gross and net tons per train) from the data required to access regulated tracks.

All these statistics can be shared by the infrastructure manager with:

- The General Directorate of Land Transport
- The National Market and Competition Commission (CNMC)
- The General Directorate for Railway Network Planning and Assessment
- The State Railway Safety Agency

The dissemination that all these agencies make of these statistics will always be in accordance with a global approach, neither revealing in any case the individual use of trains, nor providing aggregate information at the level of the railway undertaking

Railway infrastructure managers, in accordance with their social commitment to transparency and efficient use of infrastructure, will also regularly publish statistics, always with a global approach, neither revealing in any case the individual use of trains, nor providing aggregate information at the level of the railway undertaking, through different media

The dissemination that all these organizations make of these statistics shall always be according to a global approach, trying not to disclose the individual train use.

## ECONOMIC CONDITIONS

### Provision of information services necessary to request and use capacity

These provisions are included in the services provided by the infrastructure manager within the Minimum Access Package to the railway infrastructure (Art. 20.1 Rail Sector Act).

### Provision of supplementary information services

These provisions are considered to be ancillary services and shall be agreed upon and managed through a service contract with the Directorate of Systems and Operational Means under the General Directorate of Traffic and Capacity Management.

## 4. ACCESS REQUEST TO INFORMATION SYSTEMS

User and password requests to access Infrastructure Manager systems shall be made through the Subdirectorate of Circulation and Quality Services of the D.G. Circulation and Capacity Management of Adif, where it is necessary to send, in addition to personal data, Company and NIF, the documents that the infrastructure manager determines to comply with the General Data Protection Regulation and the commitment to make a proper use of said systems.

## 5. CANCELLATION OF INFORMATION SYSTEM SUPPLIES

In order to cancel the supply of information systems as a whole, or of a particular user, it shall be necessary to make a request in writing to the same address as under the previous section.

## 6. INFORMATION SYSTEM SAFETY

### Safety

Applicants/railway undertakings and infrastructure manager shall apply an information safety policy aimed at guaranteeing a reasonable level of safety for their technical infrastructures and information systems.

The infrastructure manager is responsible for defining and applying the safety policy to the information systems service.

As such, the infrastructure manager is authorized to perform any safety test, control or audit regarding these services.

### Liabilities

Every party is liable for the safety of networks, infrastructures and systems that they operate, as well as for the flows transmitted from their infrastructure to the other party.

The infrastructure manager shall define and implement the information safety policy applied to the network and platforms available to applicants/railway undertakings.

Applicants and railway undertakings shall define and implement their safety policy applied to the network, and to the infrastructures that they use to connect to the infrastructure manager's network.

The infrastructure manager has the right to interrupt or suspend, without prior notice, partially or totally, access to a service, in the event of any safety risk to services, infrastructures or networks of accessed or underlying systems, upon detecting it or notifying it to the infrastructure manager. Said interruption or suspension would constitute a precautionary measure aimed at avoiding, limiting or compensating the consequences of this threat, on their own networks and infrastructures or infrastructures of Applicants/railway undertakings or, more generally, for services provided to their clients.

Applicants/railway undertakings shall guarantee an adequate level of equipment safety for their users to access the services. The infrastructure manager cannot be held liable in case of compromising the safety of the Applicant/Railway undertaking's infrastructures due to inadequate equipment's safety or software not supplied by the infrastructure manager, which is necessary to use or operate information services.

If necessary, the infrastructure manager has the right to withdraw without prior notice any data deposited through SI service or in the infrastructure supporting this service by a user who breaches this requirement.

### **Safety officer of the Applicant/railway undertaking**

Applicants' / railway undertakings' systems safety officer, hereinafter referred to as the "safety officer", is the spokes-person with the infrastructure manager on matters related to the safety of services defined hereunder. He/she represents the Applicant / railway undertaking toward the infrastructure manager for all safety issues.

The security officer communicates any information regarding suspected or proven incidents that may affect safety as soon as possible to the infrastructure manager.

Therefore, he/she points out, in particular, but not limited to, the following incidents:

- Any existence of an unnecessary account
- Any service vulnerability
- Any suspected incidents that may have led to disclosing or hacking any user's account;
- Any threat to the safety of interconnected equipment or, more generally, to the services, infrastructures or systems of the infrastructure manager.

### **Protection of equipment and infrastructures**

The infrastructure manager guarantees the client:

- A safe access to the subscribed information services.
- The integrity of access and data, including the introduction of access flow filtering mechanisms to reasonably protect against known attacks from the Internet
- The implementation of a safety policy.

This includes:

- Keeping systems and applications updated.
- Protecting against the main known vulnerabilities.
- Quickly implementing the corrective measures corresponding to these vulnerabilities (Malware).
- Managing and controlling access to these devices, systems and applications.

### Data quality

The infrastructure manager has every technical mean in place to ensure a reliable operation of the information services. In return, the Applicant/ railway undertaking agrees upon respecting the data exchange and input formats defined by the infrastructure manager.

## 7. INFRASTRUCTURE MANAGER LIABILITY TO THE NETWORK

The parties have expressly agreed that data quality provided by the infrastructure manager shall be consistent with the data status in the information system databases that the infrastructure manager has upon delivering said data.

The infrastructure manager is implementing every available technical mean of intervention and assistance in order to guarantee a reliable operation of the information services.

The infrastructure manager shall not liable for failures resulting from force majeure, accidental cases and/or failures due to third parties and/or failures caused by users.

On the other hand, the infrastructure manager is in no way liable for items other than Information system services, used to consult and/or extract the data.

As part of its protection and legal obligations, the infrastructure manager is bound to track operations and actions performed to their systems by recording the activity when the services of the Information Systems are used.

## 8. LIABILITY OF THE APPLICANT/RAILWAY UNDERTAKING

Applicants / railway undertakings shall guarantee that they shall use the information system services assigned in accordance with the provisions set hereunder.

Applicants / railway undertakings are liable for a correct transcription to the assigned users of teaching contents provided during the training of various information systems services, operated by the infrastructure manager under this agreement.



Applicants / railway undertakings are not liable for failures resulting from force majeure, failures due to third parties and / or failures as a consequence of the Infrastructure Manager and their suppliers.

Applicants / railway undertakings are solely responsible for interpreting and using the information and data from information systems services to which they have been granted access.

Applicants / railway undertakings assume all responsibility for the relationship with their business partners, clients and other third parties.

## 9. PERSONAL DATA PROTECTION

All personal information available to the Infrastructure Manager shall be protected by European Regulation No. 2016/679 of 27 April, 2016, on protection of natural persons with regard to personal data processing and the free movement of these data.



# Annex M

## Framework Capacity Statement

### 1. INTRODUCTION

Potential Applicants for framework agreements need transparency regarding the framework capacity allocated and the indicative framework capacity available on a line. In order to avoid the administrative burden linked to framework agreements, it is appropriate to give potential applicants a first impression of the likelihood that their applications shall be approved; therefore, railway infrastructure managers should publish framework capacity statements in their Network Statements.

In accordance with article 3.4 of EU Implementing Regulation 2016/545, within 3 months after signing Framework Agreements, the infrastructure manager shall update the Framework Capacity Statement, and shall publish it in the Network Statement.

When an indicative framework capacity is available, and since the target is to set forth stable agreements, the considered one shall be available on one or more ordinary traffic days (Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and/or Sunday) and for an uninterrupted period of at least five timetable in the 9 years considered (from SH 2021-2022 to SH 2029-2030).

The control period has been set for 1 hour, is focused on the hour's stroke, with a margin of  $\pm 30$  minutes, from 6:00 am to 9:00 pm, for every line direction.

The available frame capacity has been designed for high-speed commercial services with 300 km/h type trains. Possible intermediate stops, rotation times at stations and other details, would be studied case by case.

Framework capacity statement shall indicate, for every line section by control period and, where appropriate, by service type, the following information:

- a) framework capacity already allocated and the number of paths.
- b) the indicative capacity still available to conclude framework agreements in infrastructures that are already a subject of framework agreements.

#### Considerations on the Allocated Framework Capacity

The framework capacity allocated has been represented by axes and by timetable, to have maximum information in a simple way. The measuring unit is paths per service hour. Using these units, the distribution of the annual values by paths of up to 2 hours has been detailed, although there may be a certain transfer from one band to another, since the allocated paths have a margin of  $\pm 30$  minutes to adjust them to the corresponding Timetable.

It is not convenient to detail every path reserved by week days, or days in the year, because in the requests of undertakings that have signed framework agreements, there is some weekly or seasonal variability, which is hard to show in charts since these would be rather extensive and difficult, and the purpose of the framework capacity statement is to give the potential Applicants a general overview of how likely will their requests be approved.

The framework capacity allocated for a path is mostly for every day of a week and for every day in the year. However, in some cases, there is a weekly variability (the same path is not reserved every day of the week) or seasonal (adjusted to the timing requested by every railway undertaking). Consequently, the remaining indicative framework capacity does not have to coincide with the unallocated framework capacity, since these paths shall remain free, at least one day of the week, throughout the year, over at least 5 continuous hourly services. In addition, to know the occupancy level of the capacity already reserved, the framework capacity allocated has been compared with the framework capacity offered by ADIF Alta Velocidad in July 2019.

## Axis 12.- MADRID - BARCELONA

SERVICIO HORARIO	SURCOS								SERVICIO HORARIO	SURCOS							
	PERIODO	6h-7h	8h-10h	11h-13h	14h-16h	17h-19h	20h-21h	Total		PERIODO	6h-7h	8h-10h	11h-13h	14h-16h	17h-19h	20h-21h	Total
2022 - 2023	Ofertado	5.096	7.280	7.280	7.280	7.280	4.368	38.584	2026 - 2027	Ofertado	5.096	7.280	7.280	7.280	7.280	4.368	38.584
	Adjudicado	4.560	6.378	6.498	6.223	6.541	3.816	34.016		Adjudicado	4.731	6.579	6.518	6.512	6.694	3.835	34.869
	%	89%	88%	89%	85%	90%	87%	88%		%	93%	90%	90%	89%	92%	88%	90%
2023 - 2024	Ofertado	5.194	7.420	7.420	7.420	7.420	4.452	39.326	2027 - 2028	Ofertado	5.096	7.280	7.280	7.280	7.280	4.368	38.584
	Adjudicado	4.667	6.527	6.651	6.361	6.685	3.914	34.805		Adjudicado	4.732	6.580	6.518	6.515	6.695	3.835	34.875
	%	90%	88%	90%	86%	90%	88%	89%		%	93%	90%	90%	89%	92%	88%	90%
2024 - 2025	Ofertado	5.096	7.280	7.280	7.280	7.280	4.368	38.584	2028 - 2029	Ofertado	5.096	7.280	7.280	7.280	7.280	4.368	38.584
	Adjudicado	4.577	6.417	6.518	6.231	6.554	3.835	34.132		Adjudicado	4.732	6.583	6.520	6.514	6.695	3.836	34.880
	%	90%	88%	90%	86%	90%	88%	88%		%	93%	90%	90%	89%	92%	88%	90%
2025 - 2026	Ofertado	5.096	7.280	7.280	7.280	7.280	4.368	38.584	2029 - 2030	Ofertado	5.194	7.420	7.420	7.420	7.420	4.452	39.326
	Adjudicado	4.577	6.416	6.518	6.230	6.554	3.835	34.130		Adjudicado	4.823	6.713	6.651	6.645	6.829	3.912	35.573
	%	90%	88%	90%	86%	90%	88%	88%		%	93%	90%	90%	90%	92%	88%	90%

# Axis 13.- MADRID - ESTE

SERVICIO HORARIO	SURCOS								SERVICIO HORARIO	SURCOS							
	PERIODO	6h-7h	8h-10h	11h-13h	14h-16h	17h-19h	20h-21h	Total		PERIODO	6h-7h	8h-10h	11h-13h	14h-16h	17h-19h	20h-21h	Total
2022 - 2023	Ofertado	5.096	7.280	7.280	6.552	8.008	4.368	38.584	2026 - 2027	Ofertado	5.096	7.280	7.280	6.552	8.008	4.368	38.584
	Adjudicado	4.253	6.062	5.110	5.269	6.447	3.900	31.041		Adjudicado	4.276	6.104	5.942	5.675	6.468	3.900	32.365
	%	83%	83%	70%	80%	81%	89%	80%		%	84%	84%	82%	87%	81%	89%	84%
2023 - 2024	Ofertado	5.194	7.420	7.420	6.678	8.162	4.452	39.326	2027 - 2028	Ofertado	5.096	7.280	7.280	6.552	8.008	4.368	38.584
	Adjudicado	4.357	6.219	6.051	5.786	6.590	3.975	32.978		Adjudicado	4.274	6.104	5.942	5.675	6.468	3.900	32.363
	%	84%	84%	82%	87%	81%	89%	84%		%	84%	84%	82%	87%	81%	89%	84%
2024 - 2025	Ofertado	5.096	7.280	7.280	6.552	8.008	4.368	38.584	2028 - 2029	Ofertado	5.096	7.280	7.280	6.552	8.008	4.368	38.584
	Adjudicado	4.275	6.104	5.943	5.676	6.468	3.900	32.366		Adjudicado	4.271	6.104	5.942	5.676	6.468	3.900	32.361
	%	84%	84%	82%	87%	81%	89%	84%		%	84%	84%	82%	87%	81%	89%	84%
2025 - 2026	Ofertado	5.096	7.280	7.280	6.552	8.008	4.368	38.584	2029 - 2030	Ofertado	5.194	7.420	7.420	6.678	8.162	4.452	39.326
	Adjudicado	4.275	6.104	5.942	5.675	6.468	3.900	32.364		Adjudicado	4.357	6.219	6.057	5.786	6.590	3.975	32.984
	%	84%	84%	82%	87%	81%	89%	84%		%	84%	84%	82%	87%	81%	89%	84%

## Axis 14.- MADRID - SUR

SERVICIO		SURCOS							SERVICIO		SURCOS						
HORARIO	PERIODO	6h-7h	8h-10h	11h-13h	14h-16h	17h-19h	20h-21h	Total	HORARIO	PERIODO	6h-7h	8h-10h	11h-13h	14h-16h	17h-19h	20h-21h	Total
2022 - 2023	Ofertado	5.824	8.372	8.372	7.644	9.100	5.096	44.408	2026 - 2027	Ofertado	5.824	8.372	8.372	7.644	9.100	5.096	44.408
	Adjudicado	4.532	5.821	4.919	6.063	5.805	5.052	32.192		Adjudicado	5.306	7.141	6.943	7.186	7.657	5.096	39.329
	%	78%	70%	59%	79%	64%	99%	72%		%	91%	85%	83%	94%	84%	100%	89%
2023 - 2024	Ofertado	5.936	8.533	8.533	7.791	9.275	5.194	45.262	2027 - 2028	Ofertado	5.824	8.372	8.372	7.644	9.100	5.096	44.408
	Adjudicado	5.188	7.051	6.847	7.331	7.354	5.194	38.965		Adjudicado	5.303	7.141	6.943	7.183	7.656	5.096	39.322
	%	87%	83%	80%	94%	79%	100%	86%		%	91%	85%	83%	94%	84%	100%	89%
2024 - 2025	Ofertado	5.824	8.372	8.372	7.644	9.100	5.096	44.408	2028 - 2029	Ofertado	5.824	8.372	8.372	7.644	9.100	5.096	44.408
	Adjudicado	5.306	7.141	6.943	7.186	7.657	5.096	39.329		Adjudicado	5.306	7.141	6.943	7.186	7.657	5.096	39.329
	%	91%	85%	83%	94%	84%	100%	89%		%	91%	85%	83%	94%	84%	100%	89%
2025 - 2026	Ofertado	5.824	8.372	8.372	7.644	9.100	5.096	44.408	2029 - 2030	Ofertado	5.936	8.533	8.533	7.791	9.275	5.194	45.262
	Adjudicado	5.306	7.141	6.943	7.186	7.657	5.096	39.329		Adjudicado	5.411	7.276	7.073	7.328	7.806	5.194	40.088
	%	91%	85%	83%	94%	84%	100%	89%		%	91%	85%	83%	94%	84%	100%	89%

## Considerations on the Remaining Indicative Framework Capacity

The lines included in this statement already have framework agreements allocated, i.e. Madrid-Barcelona axis lines, Madrid-East axis and Madrid-South axis.

In order to determine the allocated and available framework capacity evolution, there is an outlook for the following 9 timetable, approximately coinciding with the term of the framework agreements in force.

There is some seasonal and weekly variability in paths reserved on framework agreements that are already in force, satisfying the needs of different signing rail undertakings. This interim variability is so irregular that it would make it difficult to publish the framework capacity statement in a simple way, even more so when the target is to give potential Applicants a first impression to set new framework agreements, instead of a complete and detailed description, which is more typical for the necessary adjustments to plan Timetable.

Next, the Statement of the Remaining Indicative Framework Capacity by Axis is published.

### Axis 12

#### MADRID BARCELONA (To Barcelona)

PERIODO DE CONTROL	Desde HS 2020-2021 hasta HS 2025-2026								PERIODO DE CONTROL	Desde HS 2026-2027 hasta HS 2029-2030							
	Surcos	Día de la semana disponible								Surcos	Día de la semana disponible						
		L	M	X	J	V	S	D			L	M	X	J	V	S	D
6:00	1						S	D	6:00	1						S	D
	1							D		1							D
7:00	1						S	D									
8:00	1							D	8:00	1							D
9:00	1							D	9:00	1							D
10:00	1						S	D	10:00	1						S	D
	1							D		1							D
11:00	1							D	11:00	1							D
12:00	1	L					S	D	12:00	1	L					S	D
	1							D		1							D
14:00	2						S		14:00	2						S	
15:00	1						S	D	15:00								
	1						S			1						S	
16:00	1						S		16:00	1						S	
18:00	2						S		18:00	2						S	
19:00	2						S		19:00	1						S	
20:00	1						S		20:00	1						S	
21:00	1						S		21:00	1						S	
Total		1					15	11	Total		1					12	9



## Axis 12

### MADRID BARCELONA (To Madrid)

PERIODO DE CONTROL	Desde Horario de Servicio 2020-2021 hasta Horario de Servicio 2025-2026								PERIODO DE CONTROL	Desde Horario de Servicio 2026-2027 hasta Horario de Servicio 2029-2030							
	Surcos	Día de la semana disponible								Surcos	Día de la semana disponible						
		L	M	X	J	V	S	D			L	M	X	J	V	S	D
6:00	1						S	D	6:00	1						S	D
	2							D		2							D
8:00	1						S	D	8:00	1						S	D
	1							D		1							D
9:00	1							D	9:00	1							D
11:00	1							D	11:00	1							D
13:00	1							D	13:00	1							D
	1						S			1						S	
14:00	1	L	M				S	D	14:00	1						S	D
15:00	1						S	D	15:00	1						S	D
	1						S			1						S	
17:00	2						S		17:00	1						S	
18:00	2						S		18:00	2						S	
19:00	1						S		19:00	1						S	
20:00	1	L	M				S	D	20:00	1	L	M				S	D
21:00	1						S		21:00	1						S	
Total		2	2				13	11	Total		1	1				12	11



## Axis 13

### MADRID EAST (To East)

PERIODO DE CONTROL	Desde Horario de Servicio 2020-2021 hasta Horario de Servicio 2029-2030								
	Destino	Surcos	Día de la semana disponible						
			L	M	X	J	V	S	D
6:00	VAL	1						S	D
	AL	1						S	D
7:00	AL	1	L	M	X	J	V		
8:00	VAL	1					V	S	D
	AL	1							D
9:00	AL	1						S	D
15:00	VAL	1					V	S	D
	AL	1						S	D
	AL	1	L	M	X	J	V	S	D
16:00	AL	1						S	
17:00	AL	1						S	D
18:00	AL	1	L	M	X	J	V		
19:00	AL	1							D
21:00	AL	2						S	
Total			3	3	3	3	5	11	10

## Axis 13

### MADRID EAST (To Madrid)

PERIODO DE CONTROL	Desde Horario de Servicio 2020-2021 hasta Horario de Servicio 2029-2030								
	Origen	Surcos	Día de la semana disponible						
			L	M	X	J	V	S	D
6:00	VAL	1						S	D
	AL	1						S	D
7:00	AL	1							D
8:00	AL	1					V	S	D
10:00	AL	1						S	D
11:00	VAL	1						S	D
	AL	1	L	M	X	J	V	S	D
13:00	AL	1					V	S	D
16:00	AL	1					V	S	D
17:00	AL	1	L	M	X	J			
18:00	AL	1					V	S	D
	VAL	1						S	
19:00	VAL	1					V	S	
21:00	AL	1	L	M	X	J	V	S	D
Total			3	3	3	3	7	12	11

# Axis 14

## MADRID SOUTH (To South)

PERIODO DE CONTROL	Desde Horario de Servicio 2020-2021 hasta Horario de Servicio 2029-2030								
	Destino	Surcos	Día de la semana disponible						
			L	M	X	J	V	S	D
6:00	SV	1						S	D
8:00	SV	1							D
	SV	1					V	S	D
9:00	MA	1					V	S	D
10:00	SV	1							D
11:00	MA	1							D
12:00	SV	1	L	M	X	J	V	S	D
13:00	SV	1						S	
15:00	SV	1						S	
16:00	SV	1						S	
18:00	SV	1	L	M	X		V	S	D
19:00	MA	1						S	
	MA	1	L	M	X	J	V	S	D
Total			3	3	3	2	5	10	9

# Axis 14

## MADRID SOUTH (To Madrid)

PERIODO DE CONTROL	Desde Horario de Servicio 2020-2021 hasta Horario de Servicio 2029-2030								
	Origen	Surcos	Día de la semana disponible						
			L	M	X	J	V	S	D
6:00	MA	1					V	S	D
7:00	SV	1						S	D
8:00	SV	1							D
9:00	MA	1						S	D
	SV	1						S	D
10:00	SV	1							D
11:00	SV	1	L	M	X	J	V	S	D
13:00	SV	1	L	M	X	J	V	S	D
	SV	1						S	
15:00	SV	1						S	
	MA	1						S	
16:00	SV	1						S	
18:00	SV	1						S	D
19:00	SV	1	L	M				S	
	MA	1	L	M	X	J	V	S	D
Total			4	4	3	3	4	13	10

## A. REQUEST FOR REMAINING INDICATIVE FRAMEWORK CAPACITY

Any railway undertaking or applicant that meets the requirements set in section 2.2, Chapter 2, may submit a request for a framework agreement, as well as any undertaking or Applicant that proves with documentation that, when submitting the request they're in the process of Obtaining a railway undertaking license or the specific authorization, although, in both cases, they shall have the corresponding license or authorization before signing a Framework Agreement.

Applicants shall only request the framework capacity that they really need in accordance with their business plan, and for this purpose, article 38, Law 38/2015, as well as article 15, FOM Order 897/2005, shall be complied with.

Article 17.3, Order FOM/897/2005, of 7 April, indicates that the capacity can be distributed in such a way that it does not fall entirely within the same undertaking, but rather ensures access to other interested parties: rules and criteria that apply - in accordance with article 11, aforementioned FOM Order - given congested infrastructure, to allocate capacity, are indicated in the network statement. The Rail Infrastructure Manager - given congested infrastructure - may modulate the application of strict allocation criteria under article 11, in order to guarantee, to the greatest extent possible, access to all Applicants who have requested allocation capacity.

Therefore, and in accordance with CNMC Resolution STP/DTSP/032/19, it should be a priority criterion of the capacity allocation mechanism to guarantee access to all Applicants, prioritizing the entry of new operators and, in particular, non-successful applicants for framework capacity, in the process that started on 31 October 2019, according to the available capacity.

The request for framework agreements shall include the specific request for paths amongst the available ones, differentiating the request by timetable and weekdays - indicated in the framework agreement - and upon these the remaining indicative framework capacity shall be allocated. Within the Framework Agreement coordination phase - and in accordance with EU Implementing Regulation 2016/545 - there can be amendments thereto, after analyzing the viability and provided they are not significant.

The capacity assigned through framework agreements shall be considered as reserved by the infrastructure manager, deploying from that moment on the effects under article 38, Law 38/2015, and article 4, Order FOM 897/2005, in cases of congested infrastructure.

The remaining indicative framework capacity offer is subject to a reasonable and optimized operating model in terms of train speeds, stops and stabling spaces, trains and rotations. These capacity characteristics shall be agreed upon between the infrastructure manager and Applicants during all Timetable.

## B. 2020 - 2030 CALENDAR

With the current remaining indicative framework capacity, no request schedule is set. Interested Applicants may act in accordance with Implementing Regulation EU 2016/545, article 5.2. However, ADIF AV has the right to set a request calendar given any significant changes to the available framework capacity.

## C. DOCUMENTATION TO SUBMIT

Applicants shall document the following sections:

### Documentation related to the offer technical capacity

Every applicant shall request the remaining framework capacity of the axes they want, selecting the desired paths, with the valid period and weekdays.

In turn, the manager needs to know the requested paths' technical feasibility, especially taking into account the trains that will be operated at all times.

### Operating plan.

This plan will contain the following headings:

1. General Plan description for the requested period. .
2. Available resources (trains, personnel and necessary facilities).
3. Annual operation's evolution detailing the start of services and new resources.
4. Any other relevant information that helps to understand said Plan.

Where appropriate, a receipt of the request to obtain a railway-undertaking license or qualification.

### Documentation on the financial capacity to satisfy present and future obligations

- Company composition.
- Economic-Financial Plan (from the beginning of the activity until the end of the framework agreement requested), including its financial capacity and the company available sources for financing.
- Certificate of being up to date with payments with the Tax Agency and with Social Security.
- Annual report with 2020 interim balance sheet.
- An affidavit of being part or not of the corporate group referred to in article 42, Commercial Code.

The financial capacity shall be proved by presenting a letter of commitment that supports and guarantees the economic-financial plan, signed by the Applicant and all their shareholders.



Prior to rail transport service provisions and in order to prove the coverage of civil liability as required to exercise the provision of passenger rail transport services, it shall be necessary to provide the policy with the general conditions, particular and special, in order to examine according to article 6 - Rail Sector Act - as well as a certificate of being up to date with aforementioned insurance policy payment. Likewise, it shall be necessary to provide a responsible statement with the commitment to formalize a policy covering all guarantees required in the mandatory passenger insurance..

#### Documentation related to reducing carbon footprint

- a) The calculation of carbon footprint for scopes 1 and 2 resulting from rail traffic, in accordance with UNE-EN ISO 14064 and UNE-EN 16258 standards.
- b) A carbon footprint reduction plan up to the end of their framework agreement, which includes measuring the reduction, both in specific and absolute terms.

The calculation mentioned in section a) and the one corresponding to measuring the reduction referred to in section b), shall be verified in the last instance by an independent entity duly accredited for this purpose.

## D. RESOLUTION TO AWARD THE REMAINING FRAMEWORK CAPACITY

In accordance with EU Execution Regulation 2016/545, articles 6 and 11.

## E. REQUEST PRESENTATION MODE

The documentation shall be sent by computing means to Adif website: <http://sede.adif.gob.es>

Proposals shall be presented in Spanish or, where appropriate, accompanied by a sworn translation (the latter taking precedence in case of doubt or discrepancy). Failure to comply with this requirement will lead to rejecting the proposal submitted by the Applicant.

For all communication events, the rail infrastructure manager shall communicate with Applicants through the electronic office. Likewise, Applicants shall contact the rail infrastructure manager through ADIF electronic office.

Any person who appears, or signs proposals on behalf of another, shall present a valid power of attorney for these purposes, and a notarized photocopy of their ID card or lawful identification mean. The power of attorney shall be registered in the Registry of Companies. When it is a power of attorney for a specific act, registration in the Registry of Companies will not be necessary.

All documents submitted shall be original or authentic, according to current legislation.

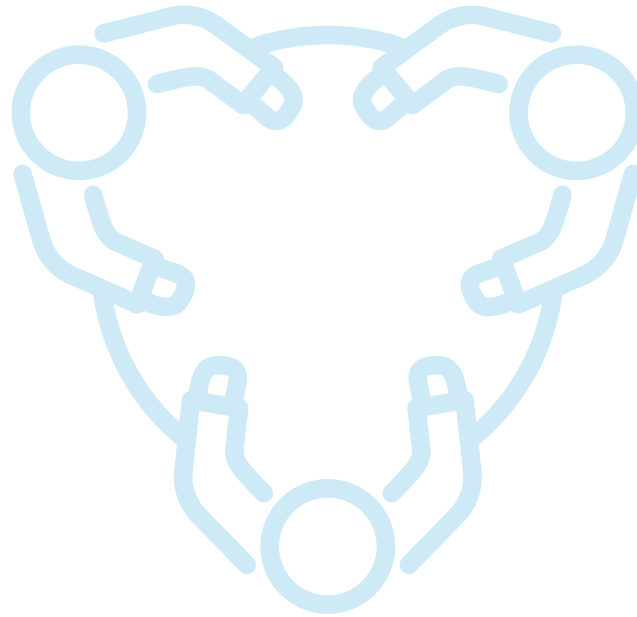
Given any discrepancy between the information contained in different documents, the information prevailing at all times shall be in the Operations Plan, and in the Excel attached to the request.

Applicants may designate any document provided as confidential. This shall be clearly indicated (overprinted with a watermark, in the heading or margin of every page) on such documents. Confidentiality may not extend to the entire content of the successful bidder's request. It may only be extended to documents with a restricted

diffusion and, in no case, to documents that are publicly accessible or to the essential parts of the application, respecting in any case the provisions of EU Regulation 2016/679, of the European Parliament and of the Council, of 27 April 2016, on protection of natural persons with regard to data processing and their free movement, and in Organic Law 3/2018, of 5 December, on Protection of Personal Data and guarantee of digital rights, as well as any supplementary regulation, and after opening the applications, applicants confidentiality shall be respected at all times, ensuring custody of the documentation.

Should any request not meet the requirements indicated in article 66, Law 39/2015, of 1 October, on Common Administrative Procedure of Public Administrations - within a period of 10 days - Applicants shall be required to correct the gap or submit mandatory documents, indicating that, failing such actions, these requests shall be rejected and the relevant resolution shall be issued.

The Framework Agreements established shall be governed in accordance with the model contract set out in Annex J.



# Annex N

## Self-Consumption Procedure

**Request Procedure to Participate producing and/or in generation facilities connected via network and linked to railway operators for Self-consumption of Energy associated with traction consuming points in the General Interest Rail Network managed by ADIF - Alta Velocidad**

### 1. INTRODUCTION

Within the framework of energy transition with binding goals to decarbonize the economy for 2030 and 2050 - at an international level - the United Nations General Assembly signed in September 2015 the 2030 Agenda for Sustainable Development. This Agenda has 17 Sustainable Development Goals (SDGs). At a national level, in January 2020 Spain declares a climate emergency and in March they present to the European Commission an ambitious National Integrated Energy and Climate Plan (PNIEC), which has a longer-term vision of the path to climate neutrality with the approval of the Long-Term Decarbonization Strategy (LPA), with a 2050 horizon.

The works included in this standard procedure are framed within the necessary actions that the State-Owned Entity Administrador de Infraestructuras Ferroviarias (hereinafter ADIF) Administrador de Infraestructuras Ferroviarias Alta Velocidad (ADIF – ALTA VELOCIDAD, hereinafter ADIF AV) will do with the aim to promote the deployment of renewable generation linked to rail infrastructure, promoting the use and integration of renewable energies for facilities under self-consumption modes of renewable energy (solar photovoltaic or wind) promoting energy savings, reducing external dependence on the electricity system, greater energy efficiency due to lower losses of the electricity system, whereby releasing certificates of guarantees of origin and significantly contributing to comply with international agreements on environmental issues.

### 2. PURPOSE

The purpose of this document is to set a standard request process to participate in traction energy self-consumption in the General Interest Rail Network supply points managed by ADIF AV, either by producing and/or participating in facilities (hereinafter, facilities) generating renewable energy connected through the network linked to railway operators.

Railway operators that may be eligible for this procedure will have the capacity allocated in the line section fed by the substation, where the facility is to be connected, or with frame capacity reserved in coming years (upon the entry into production of the facility) for aforementioned section. In order to prove this circumstance, a responsible statement shall be provided by the railway operator, proving its fulfillment. In any case, during the entire participation period in the facility at the consumption point owned by ADIF AV, there shall be a traction electricity consumption linked to the operator's traffic at said consumption point.

The self-consumption mode, will always be SELF-CONSUMPTION/s WITH SURPLUSES NOT RECEIVED IN COMPENSATION as a result of connecting THROUGH THE NETWORK (if the facilities meet the criteria for nearby facilities in the network according to Royal Decree 244/2019, of 5 April, and any amendment governing the administrative, technical and economic terms of energy self-consumption or regulations amending it). In any case, the concession of self-consumption mode will be the



final power of the distributor and/or carrier of the connecting network, who will be responsible for its authorization.

This procedure shall govern the relationship between ADIF AV and the requesting operator to participate in self-consumption through the network, with regard to the self-consumed energy by ADIF AV resulting from the facilities linked to said operator. Anything related to this procedure is excluded from the surplus energy, and shall not be subject to any treatment, management or liability of ADIF AV.

ADIF/ADIF AV internal network connection is not subject to this procedure.

In no case, the installation, maintenance and operation of the facility shall be a responsibility of ADIF/ADIF AV.

### 3. REFERENCE FRAME

The reference frame defining this process is:

- Law 38/2015, of 29 September, on the railway sector.
- Royal Decree 2387/2004, of 30 December, approving the Rail Sector Regulation Regulation.
- In accordance with Royal Decree 1044/2013, of 27 December approving the Statutes of the state-owned company ADIF-Alta Velocidad.
- Law 31/1995 of 8 November, on Prevention of Occupational Risks and in its development in Royal Decree 171/2004, of 30 January, implementing Law 31/1995, article 24 of 8 November, on Prevention of Occupational Risks, in terms of coordinating business activities.
- Law 33/2003, of 3 November, on Patrimony of Public Administrations.
- Royal Decree-Law 23/2020, of 23 June, approving measures in energy and other areas for an economic recovery.
- Law 24/2013, of 26 September, on the Rail Sector.
- Royal Decree 1183/2020, of 29 December, on accessing and connecting electricity transmission and distributing networks ("RD 1183/2020").
- Royal Decree 244/2019, of 5 April, governing the administrative, technical and economic conditions of self-consumption of electric energy ("RD 244/2019").
- Royal Decree 900/2015, of 9 October, governing the administrative, technical and economic conditions of energy supply modes with self-consumption, and production with self-consumption ("RD 900/2015").
- Royal Decree-Law 29/2021, of 21 December, implementing urgent measures in the energy field to promote electric mobility, self-consumption and a deployment of renewable energies.
- Royal Decree-Law 6/2022, of 29 March, adopting urgent measures within the framework of the National Plan to Respond to Economic and Social Consequences of the War in Ukraine.
- Royal Decree-Law 18/2022, of 18 October, approving measures to strengthen the protection of energy consumers and to reduce natural gas consumption, by applying the "Plan + safety for your energy (+SE)".
- Royal Decree-Law 20/2022, of 27 December, on measures to respond to economic and social consequences of the Ukrainian War and to support the reconstruction of the island of La Palma and other situations of vulnerability.

- Law 39/2015, on Common Administrative Procedure for Public Administrations
- Valid regional standards depending on the location of substations, if applicable.

## 4. SCOPE OF APPLICATION

This procedure will apply to perform and process the applications by railway operators for participating in traction electric energy self-consumption on the General Interest Rail Network supply points managed by ADIF AV, through renewable energy production and/or generating facilities linked to these railway operators, connected to a network.

Generically, the network installations associated with a supply point inject all the energy generated directly into the transport or distributing network. According to the consumption of the linked supply point, part of the injected energy will be considered by the distributor as “self-consumed energy” at the consumption point of the facility and other energy injected into the network will be considered as “surplus energy”. This procedure shall therefore govern the relationship between ADIF AV and the operator requesting to participate in self-consumption through the network, with regard, exclusively, to the energy self-consumed by ADIF AV. Therefore, all aspects related to surplus energy are excluded from this procedure, and shall not be at all subject to any treatment, management, or responsibility of ADIF AV.

The requesting railway operators shall take into account that the facilities must comply with any general requirement set under Law (RD 244/2019 and subsequent amendments). to participate in ADIF AV's self-consumption in the mode WITH SURPLUSES NOT RECEIVED To COMPENSATE with the NEARBY facility THROUGH NETWORK. The linked facilities and supply points shall comply with the technical, operational and information exchange requirements by the electricity sector Law and in the industrial, national and European quality and safety regulations that apply to them, as well as any technical condition indicated by Red Eléctrica de España (REE), or the distributing company, as appropriate.

Facilities must have an approved measuring point (counter) at the border point with the distribution or transport network (REE), as lawfully required. ADIF AV will have the communication parametersto remotely read from the secondary hub.

The producer and owner of the facility will be the one who appears registered as a producer in the Administrative Registry of Energy Power Production Facilities (RAIPRE) and, therefore, the one who will manage the surplus energy. In this case, and according to RD 244/2019, of 5 April governing the administrative, technical and economic conditions of energy self-consumption, the owner of the facility shall obtain the corresponding access and connection permit for the facility, inform the distributor or REE, as the case may be, of ADIF AV consumption CUPS that will be linked to the facility, as well as any additional requirements from the distributor/carrier, or the competent authority.

ADIF AV shall perform the necessary procedures before the distributor/carrier requesting to amend the toll contract for a transition to the self-consumption modality in the CUPS indicated in the request of the railway operator. In any case, the railway operator will pay for whatever cost results arise from said request incurred by ADIF AV, upon request of different bodies in the electricity sector.

All railway operators requiring electricity at a traction consumption point - in the terms set out in paragraph 2 “Purpose” under this procedure - may participate in the self-consumption.

Given more than one facility participating in the self-consumption of the same traction supply point, ADIF Alta Velocidad shall set a participation percentage of every facility in the self-consumed energy, under the regulations of the electricity sector in force, and it shall be communicated to the distributor, in order to be valid upon participating in self-consumption at every facility. This way, if, among all facilities, the energy injected into the network is higher than the energy consumed by ADIF AV at that time, the distributor will take into account a % allocation of every facility to calculate it for the “self-consumed energy”. This participation percentage will be

calculated by ADIF AV based on the installed power at the facility linked to ADIF AV consumption point in self-consumption regime; in spite of when the installation was associated with ADIF AV self-consumption. These participation rates may also be reviewed upon request by operators or ADIF AV.

Should a facility be owned by several railway operators collectively, they shall inform ADIF AV of the participation percentages in said facility. ADIF Alta Velocidad will apply these percentages on the self-consumed energy that comes from said installation published by the distributor, assigning to every operator the monthly result of self-consumed energy.

In the event that the status of a consumer falls, following a legislative change, on the figure of the railway operator, the latter shall have the power to cancel the consequences arising from taking advantage of this procedure and from having accepted the request. In any case, the railway operator shall compensate ADIF AV for any expenses arising from any application incurred up to the time of the waiver and which, in accordance with the provisions of this procedure, the railway operator should have assumed, without ADIF AV having to pay any compensation to the operator.

The procedure consists of 3 steps detailed below:

1.- Initially, the corresponding railway operator will make the request to ADIF AV, who will analyze the compliance with the requirements set in the application procedure and - after validation and acceptance - it shall inform the railway operator within a maximum period of 15 working days of its conformity to linking the future installation to the point of consumption owned by ADIF AV.

2.-After issuing the acceptance of the operator's request, if necessary and upon request by the railway operator, ADIF AV will perform the necessary procedures before the distributor/carrier requesting to amend the toll contract for a transition to the self-consumption mode in the CUPS indicated in the request of the railway operator.

3.- After the distributor confirms the starting date of a participation of the facility in the self-consumption mode with surpluses not covered by compensation, the process of ADIF AV paying for self-consumed energy to the railway operator will begin. Should another or other facilities of other operators already exist, the percentage of participation of every facility in the self-consumption of ADIF AV will begin to apply.

## 5. ECONOMIC CONDITIONS

Should ADIF AV resolve favorably the request to participate in any installation linked to an operator for self-consumption of a traction at the consumption point in the general interest rail network, the railway operator shall bear any cost arising from such application incurred by ADIF AV, including those arising from the requirements of different bodies in the electricity sector.

ADIF AV will not pay for any cost arising from a request and implementation of the facility, i.e. the operation, maintenance or any other cost linked to the facilities, since the latter are not the responsibility of ADIF AV as indicated above, nor the future processing costs are required to adapt the connecting facilities to future regulatory changes. Likewise, ADIF AV will not assume any cost or responsibility linked to managing surplus energy, since its management does not correspond to ADIF AV.

The distributor will associate, as established by current regulation, on an hourly basis that part of the injected energy is considered self-consumed energy by ADIF AV. ADIF AV will allocate to every railway operator the self-consumed energy of its facility, invoicing the other energy consumed, that is, the net energy consumed after allocating self-consumption in accordance with the Network Statement. ADIF Alta Velocidad shall be exempt from any liability if the distributor can't allocate the energy generated as self-consumption of ADIF Alta Velocidad for any reason, among which could be that ADIF substation was in a discharge state without demand for it.

Since a request by a railway operator to allocate the facility linked to a supply point owned by ADIF AV will have the goal of consumption made by its trains, said operator will take into account that the monthly energy self-consumed by ADIF AV - fed by the facility - can't be in any case higher than the total energy consumed by their trains in the network (high speed, conventional or RAM) that owns the consumption, within the invoicing period of ADIF AV traction current supply (set to the current date in the calendar month). If in that billing period, the total self-consumed energy associated with all facilities of a particular operator in a given network (high speed, conventional or RAM) is higher than the energy consumed in said network in the billing period of ADIF AV, it will lose this excess, remaining in the power of ADIF AV and without paying anything for it. This excess of self-consumed energy will be allocated by ADIF AV to the economic balance that determines the charges of aforementioned network, in that invoicing period. ADIF Alta Velocidad shall analyze and develop the system so that this limitation on the self-consumed energy provided by every operator is performed at the point of supply level.

In addition, and in order to ensure that the average price of energy is not affected, ADIF AV will pay the operators to whom ADIF AV has been allocated self-consumption, the economic value of the difference between the average supply price that would have resulted from the direct demand of the energy to the marketer (\*), and the real average supply price incurred by ADIF AV (\*\*), applying this price difference to the net energy consumed by ADIF Alta Velocidad, after allocating the self-consumption assigned to every operator. In addition, the cost received by ADIF AV as a concept of energy end of tolls and charges in relation to self-consumed energy will be included in this settlement. Should there be more than one operator participating in ADIF AV self-consumption, this settlement will be charged based on the allocation's percentage in self-consumption of each. This settlement will be incorporated by ADIF AV upon calculating the average price to be invoiced to railway operators, thus guaranteeing that the average energy price will not be affected with respect to the one obtained if the self-consumption generated by the associated installation had not been recognized. This settlement will be monthly made.

(\*) Calculated as the quotient between the theoretical costs that would have resulted without an existing self-consumption to which the economic valuation of the self-consumption excess not assigned to the operators would be subtracted, and the energy required by ADIF AV after applying the brake

(\*\*) Calculated as the ratio between the actual costs and the energy demand by ADIF AV after applying the brake and the self-consumption recognized to the operators

Given several consumption points close to the electrical installation (for example, in the case of traction substations with double connections), the railway operator may request to participate in the two supply points at the facility, under collective self-consumption regime.

The participation of rail operators' facilities in ADIF AV self-consumption may not affect the economic conditions acknowledged by rail operators regarding regenerative braking. Upon preparing and approving this procedure, the distributors - and control readers - have confirmed the compatibility of applying the regenerative brake and self-consumption at any time for a NEARBY installation THROUGH THE NETWORK. If this condition varies, a regenerative brake will prevail over self-consumption.



## 6. TYPES OF REQUESTS

### 6.1. ADMINISTRATIVE DOCUMENTATION

Applicants shall document the following sections:

### 6.1.1. DOCUMENTS PROVING THE CAPACITY TO ACT

The capacity of Spanish entrepreneurs to act will be accredited by deed, documents of constitution, statutes or founding act setting the operative rules, and registered, where appropriate, in the corresponding Official Register.

### 6.1.2. DOCUMENTS THAT PROVE, WHERE APPROPRIATE, THE REPRESENTATION

Those appearing, or signing proposals on behalf of another, will present enough power to this effect, and a notarized photocopy of their Id card or another lawful document. The power of attorney shall be recorded in the Spanish Companies' Registry. For powers of attorney for a specific act, it is not necessary to register these in the Companies' Registry, in accordance with its Article 94.1.5. For the purposes of notifications, the person holding the representation will be the interlocutor before Adif / Adif-Alta Velocidad for whatever regards the offer presented.

### 6.1.3. DOCUMENTATION PROVING TECHNICAL SOLVENCY

The railway operator may choose to own the facility or not. For these purposes, ownership shall be understood as an administrative or electric concept, referring to the ownership of administrative authorizations and the registration of the installation in the Administrative Register of Energy Production Facilities.

a) If the operator holds ownership of the facilities, applicants shall submit a statement that they comply with at least one of the following means:

1. Having exercised the activity of energy production for at least, the past three years.
2. That the energy activity is performed through a company with at least one shareholder participating in the share capital with a percentage equal to or greater than 25 %, and with proved experience over the last three years in energy production.
3. Sign a technical assistance agreement for three years with a company that accredits experience in energy production.

b) In the event that the operator does not hold ownership of the facilities, applicants shall submit a copy of the commercial agreement signed with the owner of the facility, in order to carry out the energy production associated with ADIF AV self-consumption and ensure compliance with RD 244/2019 and other applicable sector regulations. Likewise, it will justify that said holder complies or will comply with at least one of the sections in section (a).

In this case, there will be no link between ADIF AV and the owner of the production facility, whereby the relationship, shall solely and exclusively be limited to the technical issues that ADIF AV considers necessary to address in order to protect the facilities, and to ensure a proper operation of the railway system. Should there be a legal amendment setting some kind of link, it shall be lawfully implemented and agreed upon by ADIF AV and the railway operator. Otherwise, the operator shall be legally and economically liable for the harmful consequences that the owner's actions cause to ADIF AV.

Adif will not assume any liability arising from actions linked to the agreement with the owner of the facilities, including interrupting the facility's operation, contractual incidents with the owner, or incidents that may exist between the owner and the electric company regarding the surplus energy. Adif AV shall be entitled to claim damages, direct or indirect, as a result of contractual incidents with the holder.

#### 6.1.4. DOCUMENTS WITH THE RAILWAY LICENSE

Applicants shall prove that they have a railway license and safety certificate in force (except when they are already running on the RFIG), as well as the forecast of consumption associated to traffic planned for this section during the period when the facility is connected to the internal distributing network of ADIF or ADIF AV.

#### 6.1.5. SUPPORTING DOCUMENTATION OF THE CAPACITY ALLOCATION – FRAMEWORK CAPACITY.

Applicants shall provide a statement responsible for being successful in capacity/framework capacity on the lines affected by this procedure.

### 6.2. TYPES OF REQUESTS

The application submitted to ADIF AV - together with the administrative documentation hereunder - shall be made in the form attached in [Annex 1](#) to this procedure.

The application will refer to the point of consumption (CUPS) thereby requesting the participation of the facility in self-consumption mode, providing the basic technical data of the facility. ADIF AV reserves the right to request any other information as they deem necessary to assess the acceptance of participating in the facility at the point of consumption requested.

### 6.3. HOW TO ISSUE A REQUEST

#### 6.3.1. ADIF ALTA VELOCIDAD ELECTRONIC HEADQUARTERS

The documentation shall be sent out by telematic means to the electronic headquarters of ADIF Alta Velocidad, <https://sede.adifaltavelocidad.gob.es/opencms/system/modules/sede/index> (Start New Process-Application Form, Submission of Writings and Communications).

In the case of ADIF Alta Velocidad Electronic Office, the total capacity of the files per request is limited to 4.5 MB, so that, in the event that the request, written or communication includes attached documentation exceeding the limits set out, as for the number of attached documents and/or their size, a second registry can be made, and if necessary, successive entries, with other information, indicating in the subject the reference to the registry number of the first, so that all documentation in the request can be joined together later.

To register, interested parties shall have an electronic Id Card (in case they act in a private capacity) or an electronic certificate in force (in case they act in a private capacity or as representatives).

This page will identify the user through Cl@ve platform. It will be redirected to the identity validation system, providing various means of authentication.

#### 6.3.2. GENERAL ELECTRONIC REGISTER OF THE GENERAL ADMINISTRATION OF THE STATE

Alternatively, it is possible for interested parties to submit their applications/writings through the General Electronic Registry of the General Administration of the State. <https://rec.redsara.es>.

The General Electronic Register of the General State Administration is a record to present documents to any administrative body of the General State Administration, public body or entity linked or dependent thereto, in accordance with Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administrations.

As in Adif Alta Velocidad e-Office, in order to register, interested parties shall have an electronic Id. Card (in case they act in a private capacity) or an electronic certificate in force (in case they act in a private capacity or as representatives).

This page will identify the user through Cl@ve platform. It will be redirected to the identity validation system, providing various means of authentication.

For browsers that do not support the execution of Java applets it is necessary to have Autofirma installed.

Instructions to complete the forms through the General Electronic Registry of the General State Administration:

- In the recipient body field, you shall record Adif Alta Velocidad. The DIR code of Adif Alta Velocidad is EA0008223.
- In the subject box, you shall indicate: Requests for analysis of public electric charging points (PRE).

Files and documents that meet 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 attachment size: 15 Mb.
- Maximum amount of documents attached: 5.

Should the request, writing or communication include attached documents exceeding, in terms of the amount of attached documents and/or their size, a second entry can be made with other information indicating in the subject the reference to the registry number of the first.

## 6.4. E. WAYS TO PRESENT A REQUEST

The proposals shall be presented written in Spanish or, where appropriate, accompanied by a sworn translation, (the latter being a priority in case of doubt or discrepancy). Failure to comply with this requirement will result in rejecting the proposal submitted by the applicant.

For any communication, applicants shall provide in their application the name or company name, company Tax Id Nr., an email account where the Railway Infrastructure Manager communicates the provision of the corresponding notifications through the citizens folder.

As for the calculation of deadlines, regarding any notifications made, or any received application, Law/2015, articles 30 and 31 of 1 October on Common Administrative Procedure of Public Administrations shall apply.

In any case, applicants shall contact the Railway Infrastructure Manager through ADIF Alta Velocidad Electronic Office or the Electronic Register of the General State Administration.

All documents submitted shall be original or considered authentic, according to current law.

Applicants may assign as confidential some or all documents provided. This circumstance shall be clearly shown (overprinted with watermark, in the heading or at the margin of each folio) in the document itself designated as such. Confidentiality may not be extended to the entire content of the entity's request. It may only be extended to documents with a limited dissemination and, in no case, to documents which are publicly accessible or to the essential parts of the application, at all times



complying with Regulation EU 2016/679, of the European Parliament and the Council, of 27 April 2016, concerning the protection of natural persons with regard to processing personal data and the free movement of said data, and in Organic Law 3/2018, of 5 December, on protection of personal data and a guarantee of digital rights, as well as any supplementary regulation. After opening the applications, the confidentiality of the applicants will be respected at all times, ensuring the custody of the documentation.

Any consultation or clarification required on this procedure shall be made through ADIF Alta Velocidad electronic office indicated, or the Electronic Register of the General State Administration.

## 6.5. COMMITMENTS MADE UPON SUBMITTING THE REQUEST

The statement of interest regarding the participation in a self-consumption- renewable energy facility (photovoltaic or wind) for a certain point of supply (CUPS) owned by ADIF AV, implies complying with the commitments set out in this procedure.

## 7. REVIEW REQUESTS

ADIF AV will perform a verification of compliance with the requirements of the administrative documentation set out in section 6.1. ADIF AV shall proceed to review the request documentation within a maximum period of 15 days, and may exceed it for a justified reason. If the documentation is not correct, the railway undertaking shall be requested to provide the necessary documentation, or to correct it as the case may be.

Upon reviewing the administrative documentation, ADIF AV shall perform an analysis of compliance with the requirements set out in this procedure within a maximum period of approximately one month, when they will assess the following issues:

1. The point of consumption and possibility of being able to pass it to the mode of self-consumption
2. That the requesting operator has the capacity allocated in the section of line fed by the substation where the facility is intended to be connected, or with frame capacity reserved in the coming years (coinciding with the entry into production of the installation) in that section.

## 8. RESOLUTION OF THE REQUEST

After analyzing the application and if requirements are fulfilled, a resolution will be issued by ADIF AV authorizing to participate in the facility or to deny it it, in a reasoned manner.

The resolution of ADIF AV will expire within four years - counting from its reliable notification to the requesting operator - given no communication in this period by the railway operator requesting to begin the link of the facility to the point of consumption. Before the request expires, the applicant may request an extension of two years during the last year of the request's period. This request for extension shall be processed under the same conditions as the initial request.

## 9. RIGHTS AND LIABILITIES OF THE PARTIES

### I.- OF ADIF AV

- a) ADIF AV signs the commitments included in this procedure.
- b) ADIF AV is obliged to carry out the analysis of the request with the greatest diligence, established within a period of one month, unless this period is extended in a reasoned way up to a maximum of three months.

- c) Preserve the confidentiality of the data and documentation provided by the requesting entity relating to the execution and operation of energy production facilities.
- d) ADIF AV shall do as necessary in its condition of self-consumer to obtain access and connection permits for the point of consumption. ADIF Alta Velocidad will be exempt from any responsibility for any delay caused by the distribution company that are not attributable to Adif AV.
- e) ADIF AV has the right to automatically receive information about the injected energy from the generating facility, in accordance with the communication protocols required.
- f) ADIF AV undertakes - as a consumer - to sign the documentation that Red Eléctrica or any distributor require to associate the installation with the consumer CUPS, as well as to perform any other necessary procedure, aimed at associating the generation of the installation as self-consumption of ADIF or ADIF AV.
- g) ADIF AV shall have the right to request - at any time - to the operators to submit documentation proving compliance with the requirements and circumstances expressed in the responsible statements provided within this procedure.

## II.- OF THE REQUESTING ENTITY

- a) Attached to the request shall be any documentation relating to the execution and future operation of the power production facility intended to be associated with an ADIF AV supply point, including in the event that ADIF AV has to apply for any access and connection permits, any agreements with third parties and technical, legal and financial reports relating to the facilities.
- b) They shall build the facility in accordance with the features of the analysis request.
- c) The maximum term to construct and connect the facilities is four years after ADIF AV resolution, except for reasons motivating the extension indicated above, and the acceptance hereof by the Infrastructure Manager.
- d) Obtain the corresponding access and connection permits for the facility in case of self-consumption facilities with surpluses.
- e) Obtain as many additional permits and authorizations (energy, environment, urban planning, etc.) as necessary to perform the facility's operation (photovoltaic or wind)
- f) Perform corrective and preventive maintenance to the facility.
- g) The entity may develop the project either directly or through a third party, either totally or partially.
- h) The entity shall be responsible for any cost to obtain licenses or for any state, regional or local tax that could be exclusively generated as a result of the activity to be developed by the applicant.
- i) It will be the responsibility of the applicant to comply with the regulations in Civil Protection and Safety, Environment or any other as necessary for the facility.
- j) The entity shall pay for all the necessary expenses to maintain (corrective and preventive), prevent, and clean any facility under this procedure.
- k) The applicant shall be entitled to maintain the facilities' connection throughout its life, provided that it continues to consume energy in the section fed by the point of consumption where it participates.

- l) The obligation to inform ADIF AV, at least 1 calendar month in advance, that, the participation of the self-consumption energy production facility of the ADIF AV consumption point (CUPS) to which it was associated ceases for any circumstance, i.e. to stop operating trains in the section fed by that point of consumption, and therefore, ADIF AV shall present this fact before the distributor/carrier.
- m) The obligation to automatically send ADIF AV information on the energy injected by the generating facility, in accordance with the communication protocols required.

## 10. REASONS TO REVOKE THE AUTHORIZATION

The following shall be reasons to revoke the authorization:

- a) Stop train traffic upon request by the railway operator in the section fed by the supply point (CUPS) to which the facility is associated.  
If the reason to stop trains is due to other circumstances (such as force majeure or even the liability falls to ADIF or ADIF AV), ADIF AV will not pay compensation to the operator for possible damages.
- b) Loss of railway operator license or safety certificate.
- c) That the owner of the production facility doesn't own the necessary authorizations and licenses to perform the activity, or these are denied, suspended or withdrawn.
- d) Failure to provide the documentation referred to in paragraph 9.II.a) available to the requesting entity in terms of execution and future operation of the power production facility to be connected to an ADIF AV substation.
- e) If ADIF AV can't perform any inspection upon requirement.
- f) Given any amendment preventing the authorised activity.
- g) Upon request by the applicant, who shall communicate it to ADIF AV, at least 6 months prior to disconnecting.
- h) Non-existence, nullity, subjective novation, or loss of agreement's validity or binding agreement between the operator and the owner of the production facility associated with the self-consumption of ADIF AV.
- i) Termination of the agreement between the railway undertaking and the owner of the production facility. To do this, the railway undertaking shall provide - once a year after having access to this procedure - a responsible statement detailing the validity of the contractual relationship with the owner of the installation.
- j) For continued non-payment over a 6 months-term for the provision of the supplementary service of traction energy supply.
- k) Upon agreement between the parties.

In the above cases, except for sections e) and f), ADIF AV shall notify the applicant of the need to correct the reasons for a possible resolution within a period of 3 months.

## 11. CONFIDENTIALITY AND PERSONAL DATA PROTECTION.

### ADIF Alta Velocidad Confidentiality Commitment.

Without prejudice to current law on access to public information and the legal provisions relating to advertising, ADIF AV may not disclose the information provided by

the railway operator treated as confidential, except if lawfully disclosed.

All ADIF AV personnel who are part of the request assessment teams hereunder will sign confidentiality agreements and statement of no conflicts of interest.

Confidentiality affects, among others, technical or commercial secrets, and any other information which content may be used to distort competition.

ADIF AV confidentiality duty may not extend all contents in the reports and documentation that, where appropriate, directly or indirectly generates ADIF AV in the course of the assessing process. The duty of confidentiality may only extend to documents that have a specific dissemination, and in no case to documents that are publicly accessible.

### Confidentiality commitments of railway operators.

For the purposes of this procedure, confidential information shall be understood as any documentation, information or material that ADIF AV provides by any means to the railway operator, if classified as such.

ADIF AV shall not warranty, expressly or implied, nor shall be responsible for the accuracy and/or completeness of the confidential information disclosed to the railway operator, where such information does not come directly from the entity, nor shall they have any responsibility for its use or any inconsistencies or errors therein.

The railway operator undertakes to comply and respect any confidential information applicable to the legislation relating to Industrial Property, Intellectual Property, Business Secrets, and other applicable regulations in force.

The railway operator assumes the following obligations regarding any confidential information:

- I. Confidential information and its copies will be treated and kept in the strictest confidence and shall not be disclosed to third parties in any way, in whole or in part, without the prior written consent of ADIF AV, and they shall not be used by the railway operator for other uses or purposes outside the management of the application hereunder, within the limits set under this provision.
- II. The railway operator shall provide the data and information only to employees who have a reasonable need to know them for a proper management of the file requested. In this case the employees concerned will be informed of the confidential nature of the data and information. The railway operator will be responsible for compliance, both by its employees and by external staff assigned to manage the file, under the terms of this confidentiality commitment.

The commitment reflected hereunder does not grant any right or license to the railway operator regarding the confidential information, whereby ADIF AV shall fully own the confidential information at all times. Neither should this commitment be interpreted as an express or tacit assignment to the railway operator of any right over patents, trademarks, knowledge, or any other industrial or intellectual property right in force or belonging to ADIF AV.

### Protection of personal data

The personal data shall be treated by ADIF Alta Velocidad Public Business Entity and any railway operator in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, (General Data Protection Regulation or GDPR), and Organic Law 3/2018, of 5 December on Protection of Personal Data

and Guarantee of Digital Rights (LOPDGDD).

The purpose of ADIF-Alta Velocidad's treatment is to Manage Energy, and of the tasks for this purpose associated with this procedure and the legal basis that legitimizes the processing is RGPD: 6.1b), GDPR: 6.1.c). The data shall be kept as long as necessary to fulfill the purpose of its collection, as set by applicable laws, as well as to determine any potential liability that may arise from said purpose and data treatment.

The data will not be transferred to third parties except for any legal obligation. The regulations of archives and documentation shall apply.

You may access, correct, delete, limit the treatment, portability, opposition and not to be subject to automated individual decisions on personal data, as appropriate, by writing to ADIF ALTA Velocidad by any of the following means:

- a) By post, providing a photocopy of the ID or equivalent document that allows proof of identity, to the General Register of ADIF and ADIF Alta Velocidad, C / Sor Angela de la Cruz, 3-7th floor, 28020 (Madrid).
- b) Through the ADIF High Speed Electronic Headquarters: <https://sede.adifaltavelocidad.gob.es/opencms/system/modules/sede/index>, or of the General Access Point: [Administracion.gob.es](https://Administracion.gob.es) with the DIR code EA0008223.
- c) by contacting the Data Protection Officer at the following ADIF AV email address: [dpd.adifav@adif.es](mailto:dpd.adifav@adif.es)

Likewise, if you consider that your right to a protection of personal data has been breached, you may file a claim with the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)).

## 12. CLAIMS

For decisions issued by ADIF AV that end the proceedings, directly or indirectly affecting the merits of the case, determining the impossibility of continuing the proceedings or produce defenselessness or irreparable damage to legitimate rights and interests, the interested parties may file the appropriate remedy in accordance with articles 112 and following of Law 39/2015, of 1 October on the Common Administrative Procedure of Public Administrations, without prejudice to the fact that the interested parties may exercise any other that they deem appropriate.



# ANNEX 1

To the Request Procedure to Participate in the Network-Connected Production and/or Generating Facilities Linked to Railway Operators in the Electric Energy Self-Consumption Linked to Traction Consuming Points in the Railway Network of General Interest (RFIG) managed by ADIF AV

## RU REQUEST TO PARTICIPATE IN THE PRODUCTION AND/OR GENERATING FACILITIES FOR A SELF-CONSUMPTION OF ELECTRIC ENERGY

Mr/Ms.....ID/PASSPORT: .....

E-mail: ..... Mobile phone: ..... how.....  
on behalf of (1) .....

WITH ID: ....., and with address at ....., in ....., province .....  
....., postal code ....., with allocated capacity for the line section fed by the substation connected to the facility, or with frame capacity reserved in the coming years (upon the entry into production of the installation) in said section. In accordance with ADIF – Alta Velocidad Network Statement:

### REQUESTS

To participate in the following production and/or generating facility connected through the network and linked to the requesting Railway Undertaking, in self-consumed electricity linked to the following traction supply point managed by ADIF AV:

CONSUMPTION SUPPLY POINT		
Network to be covered (2)		
CUPS		

SELF-CONSUMPTION FACILITY BASIC TECHNICAL DATA		
Typology (3)		
Installed power (MW)		
Estimated Annual Generation (MWh)		
REE substation/connection distributor		
Estimated date of production		
The owner of the facility	Company name	TAX ID

PARTICIPATING RAILWAY UNDERTAKINGS	
Company name	Energy distribution coefficient generated and linked to self-consumption (%)

In ..... of 20.....

Date: On behalf of the company

- (1) Name of the company.
- (2) Choose between Alternating Current, Direct Current (Conventional), or Direct Current (RAM)
- (3) Solar photovoltaic or wind



# 9

## MAPS



/ 1. GRAL. INF.

/ 2. INFRASTR.

/ 3. ACCES. COND.

/ 4. CAPACITY  
ALLOCATION

/ 5. SERVICES  
AND CHARGES

/ 6. OPERATIONS

/ 7. SERVICE  
FACILITIES

/ 8. ANNE.

/ **9. MAPS**

/ 10. CATALOG.

## 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

### Map 3

Maximum Speeds, Types of Electrification and Catenaries

### Map 4

Safety and Blocking Systems.

NOTE:

These maps are available in attached document on the ADIF Alta Velocidad website in interactive Pdf format that allow to add and disaggregate layers to individually visualize and print the contents of each individually.

The Official State Gazette of 02/03/2023 published the Resolution of 23 February 2023 by the Directorate-General for Planning and Assessing the Railway Network, which published the Agreement of the Council of Ministers of 21 February 2023, to close the railway section between Tarancon and Utiel of line 03-310 Aranjuez-Valencia Fuente de San Luis.

The complete list of maps of the General Interest Railway Network is available on the following link:

MAPS







# 10

# CATALOGUES

CATALOGUE 1 / Descriptive Leaflet Catalogue

CATALOGUE 2 / Capacity Offer at Service Facilities

CATALOGUE 3 / Sidings attached to Coordinated Stations

CATALOGUE 4 / General Interest Rail Network Capacity Restrictions

CATALOGUE 5 / Traction Electric Power Supply Costs Table

The complete list of catalogues  
is available on the following  
link:

CATALOGUES



# CATALOGUE 1

## Descriptive Leaflet Catalogue





# CATALOGUE 2

## Capacity Offer at Service Facilities



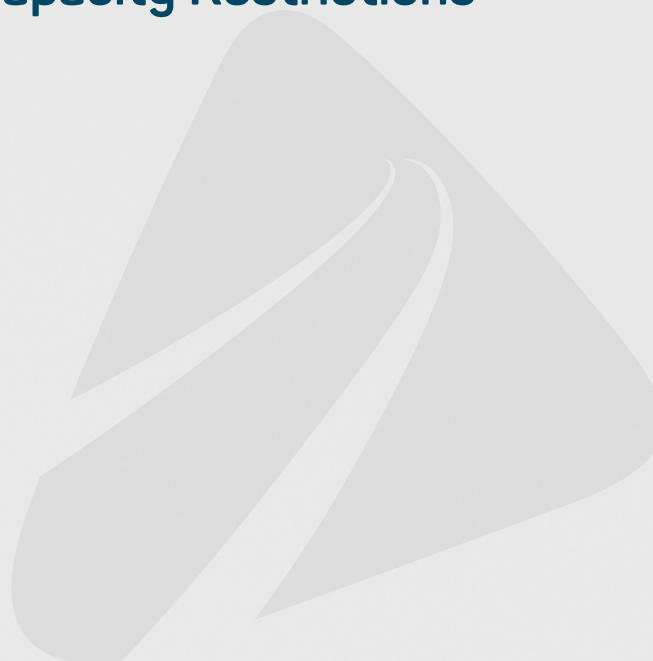
# CATALOGUE 3

Sidings attached to  
COORDINATED STATIONS



# CATALOGUE 4

## General Interest Rail Network Capacity Restrictions



# CATALOGUE 5

## Traction Electric Power Supply Costs Table





