NETWORK STATEMENT 2026



adif
ALTA VELOCIDAD



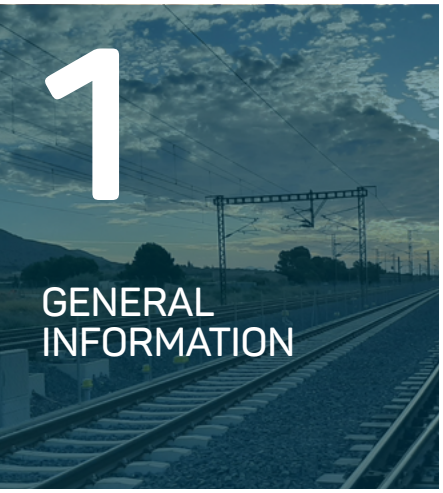
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DIRECCIÓN GENERAL DE NEGOCIO Y OPERACIONES COMERCIALES

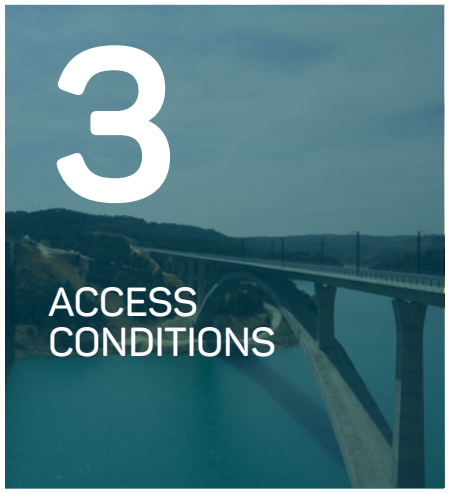
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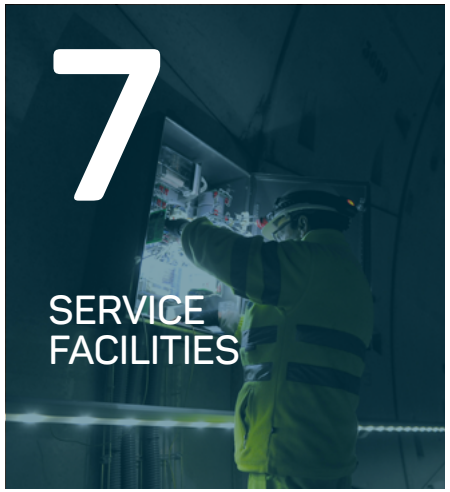

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1.1. Introduction

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 2023.

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 an ordinary or special use of goods in the public rail domain shall be as set in Law 38/2015, Section 5, Chapter 1, title 6 of 29 September on the rail sector, according to the amendment to Law 26/2022, of 19 December, amending Law 38/2015, article 93.6 of 29 September, on the railway sector, chapter 5 in this document.

With the entry into force of the new wording of article 100 (in accordance with Law 38/2015, of 29 September, of the railway sector, as amended by Law 26/2022, of 19 December), it is established that the charges shall be fixed by the Railway Infrastructure Managers, approving a Ruling signed by the Board of Directors, as published in the Official State Gazette and included in the Network Statement.

Furthermore Rail Sector Law 26/2022, transitory provision one, of 19 December, amending Rail Sector Law 38/2015, of 29 September, provides for a:

"Provisional application tariffs in force, suspending the entry into force of the amendment of certain sanctions. The system to fix railway tariffs in force when this law enters into force, shall continue to apply until an approval and official publication of the values obtained through the system established therein. In addition, the sanctioning regime provided for in Article 109 of the previous legislation on penalties for offences referred to in Article 107(2)(2.1) and (2.2) shall continue to apply, until approving the first Regulation to fix railway charges, in accordance with this law".

Upon publishing this document, the Railway Infrastructure Manager does not have a Regulation approved by its Board of Directors and therefore Law 26/2022, transitory provision first, of 19 December shall apply, amending Law 38/2015, of 29 September.

Prices for Basic, Supplementary and Ancillary Service Provision

During 2025, the Prices to provide Basic, Supplementary and Ancillary Services in the General Interest Rail Network and railway service areas managed by the state-owned company Administrador de Infraestructuras Ferroviarias, ADIF Alta Velocidad, approved by resolution of ADIF Alta Velocidad Board of Directors, on 28 November, 2023, shall apply in accordance with Article 102, Railway Sector Law.

SERVICE TIMETABLE 2024/2025

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

2025 Service Schedule will remain in force until 15 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 D "Reference Documentation" has been updated with the most relevant legal information in force for the rail industry on 1st October 2023, 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.

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

1.1.1.1. MAIN RAIL INDUSTRY ACTORS IN SPAIN

MINISTRY OF TRANSPORT AND SUSTAINABLE MOBILITY: ORGANIZATION AND FUNCTIONS

General Organization

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



The Ministry of Transport And Sustainable Mobility is structured 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 And Sustainable Mobility. The Head of this Cabinet is at a General Director level.

The following entities and public bodies are attached to the Ministry of Transport And Sustainable Mobility, 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 (ENAIRE).

e) State-owned entities Puertos del Estado and Port Authorities.

Rail Related Functions

The main competences of the Ministry related to railways are:

- Strategic planning of the rail sector and its development.
- General organization and regulation of the rail system, including the settlement of basic rules in the rail market and issuing the necessary regulations for its proper development, especially anything related to safety and interoperability of the rail system and the relations between the stakeholders.
- Definition of objectives and supervision of the activity of public business entities, Adif, ADIF- Alta Velocidad and its funding system.
- Granting authorizations to provide rail services in the public interest and establishing the aid scheme to awarded RUs.
- Definition and supervision of the charging system and approval.
- 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.

Organizational chart of the Ministry of Transportand Sustainable Mobility.

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

REGULATORY BODY

National Commission for Markets and Competition, CNMC



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

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

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

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

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

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

a) Safeguard the plurality of the offer to provide services on the Rail Network General Interest and areas of rail service, as well as ensuring that these are provided on objective, transparent and non-discriminatory terms.

b) Ensure equality amongst undertakings and whatever applicant, under the terms of access to the market of rail services.

c) Determine, upon request by the competent authorities or railway undertakings or interested applicants that the main purpose of an international passenger rail transport service is to transport passengers between Spanish stations, and of other Member States in the European Union.

d) Determine, upon request by the competent authorities, the infrastructure manager, the railway undertakings or applicants concerned, whether the economic equilibrium of a transport service subject to public service obligations is jeopardized by capacity allocation to perform total or partially coincidental passenger rail transport services. If it decides that the economic balance is jeopardized by passenger transport service that the applicant intends to operate, it shall indicate possible changes to the service to ensure conditions to access the infrastructure.

e) Determine, upon request by the competent authorities, the infrastructure manager, the railway undertakings or applicants concerned, whether the economic equilibrium of a transport service subject to public service obligations is jeopardized by capacity allocation to perform total or partially coincidental passenger rail transport services. If it decides that the economic balance is jeopardized by passenger transport service that the applicant intends to operate, it shall indicate possible changes to the service to ensure conditions to access the infrastructure.

f) Request the European Commission to examine the specific measures adopted by national authorities regarding access to infrastructure and rail services, licensing, fees or capacity allocation.

g) Perform any duty as applicable by law or regulation.

h) Check compliance with applicable accounting provisions and financial transparency provisions set in sections 3 and 4 under article 21, Law 38/2015, of 29 September, on the rail sector, within railway standards framework, for which it may carry out or commission audits for infrastructure managers, facilities service operators and, where appropriate, railway undertakings. In the case of vertically integrated companies, these powers shall be extended to all legal entities.

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) Suthorize the rail infrastructure manager to continue collecting tariffs in the case of an infrastructure declared congested wherein the measures defined in the capacity increase plan do not progress, either for reasons beyond the control of the infrastructure manager or either because the possible options are not viable from the economic or financial point of view.

d) The consultation process prior to setting the tariffs and charges between railway undertakings or applicants and infrastructure managers and intervening if they consider that the result of this process can contravene current provisions.

e) Provisions on access to infrastructure and rail services, as well as the allocation procedure and results thereof.

f) Traffic management.

g) Planning the scheduled or unscheduled renewal and maintenance.

h) Compliance with the rail infrastructure manager requirements, including those relating to conflicts of interest, independence of their essential functions, impartiality of the railway infrastructure manager with respect to traffic management and maintenance plan, as well as outsourcing and sharing the duties of the railway infrastructure manager.

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

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

a) Participate and cooperate in a network of rail regulators coordinated by the European Commission;

b) Cooperate closely with other regulatory entities, through work agreements, for mutually assisting in their market supervision tasks and treating claims or investigations;

c) Cooperate with other regulatory entities to issue common principles and practices, including provisions, to make decisions regarding the functions included in this article, as well as to resolve conflicts arising from international services;

d) Exchange information with other regulatory bodies about their work and their reasons and practices to make decisions, and in particular on the main aspects of the procedures and problems of interpreting Union legislation in the railway field incorporated into national systems, and cooperate in other ways in order to coordinate their decision-making throughout the Union;

e) Cooperate in the framework of their functions recognized in this article, with other regulatory bodies affected on issues related to international services, in order to prepare their respective decisions and to reach a resolution;

f) Cooperate and consult the regulatory bodies of every Member State, if applicable to the European Commission, in the case of complaints, or investigations on their own initiative, on access or charging linked to an international path as well as to the supervision of competition in international rail transport services market, and shall ask them for all the necessary information before making their decision. In turn, when the National Commission on Markets and Competition is consulted for the purposes of treating a claim or investigating an international path, they shall provide all the information entitled to request in turn under Spanish Law;

g) In case the National Commission on Markets and Competition receives a claim, or performs an investigation on its own initiative, it will transmit the pertinent information to the competent regulatory body;

h) They may review the decisions and practices of infrastructure manager associations as to tariffs or capacity allocation related to international rail transport.

i) They shall cooperate with railway regulators of other European Union states related to shared ownership infrastructures, when the States concerned so agree upon, in order to unify the consequences of their decisions.

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

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

1. Contents and application of network statements.
2. Capacity allocation procedures and results thereof.
3. Prices, tariffs and charging amount, structure or application as required.
4. Any discriminatory treatment upon accessing the infrastructure or service facilities, and regarding the services provided thereon.

5. Service provision on freight transport international rail corridors.
6. Claims or investigations related to an international path when it is necessary to know and resolve it and, in the other cases, cooperate with rail market regulatory entities of other European Union Member States competent in international paths.
7. Traffic management.
8. Planning the renewal and scheduled or unscheduled maintenance.
9. Fulfilling the railway infrastructure manager requirements, including those relating to conflicts of interest, independence of the essential functions, impartiality of the rail infrastructure manager with respect to traffic management and maintenance planning, as well as outsourcing and sharing the railway infrastructure manager functions.

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

COLLEGIATE BODIES

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



CIAF - Commission to Investigate Railway Accidents



CCTMP - CCTMP Commission to Coordinate the Transport of Dangerous Goods



CNTT - National Land Transport Council



FRC - Commission to Coordinate the Transport of Perishable Goods

For additional information visit the website: https://www.transportes.gob.es/el-ministerio/organos-colegiados.

RAIL SAFETY GOVERNMENT BODY

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

AGENCIA ESTATAL DE SEGURIDAD FERROVIARIA

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

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

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

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

m. Attend and participate in European Railway Agency work groups and in other national and international organizations related to safety or interoperability of rail transportation.

n. Exercise the powers of the Ministry of Public Works as to transport of dangerous goods by rail.

o. Exercise the powers that correspond to the Ministry of Public Works related to the defence of public railway sector and to the modification of the building limit line, without prejudice to the rail infrastructure manager powers.

p. Exercise the sanctioning powers related to railway safety.

q. Every function assigned, especially in terms of railway safety.

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

RAILWAY INFRASTRUCTURE MANAGER, ADIF

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.

RAILWAY INFRASTRUCTURE MANAGER, ADIF - ALTA VELOCIDAD

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

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

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

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:

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

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

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

Mission

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

Vision

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

RAILWAY UNDERTAKINGS AND APPLICANTS REGISTERED IN THE RAIL SPECIAL REGISTRY

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

https://www.seguridadferroviaria.es/agentes-sector-ferroviario/empresas-ferroviarias

1.2. Purpose of the Network Statement

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

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

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

1.2.1. RAIL NETWORK OF GENERAL INTEREST, RFIG

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

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

Annex G to this NS includes the General Interest Railway Network's 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, of19 May, and with Art. 4 of Law 38/2015, of 29 September of the Railway Sector.

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

LARGE FIGURES OF ADIF - ALTA VELOCIDAD	
Non Current Assets	51,835,273* thousands €
Own Funds	14,355,864* thousands €
Net Patrimony	27,093,379* thousands €
Employees ADIF -Alta Velocidad	249(1)

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

PASSENGER STATIONS	
Stations	46

Data to 31 December 2024

INFRASTRUCTURE AND TRAFFIC		
(*) Railway Network Managed by ADIF-Alta Velocidad	3,981.4	Km.
• High Speed Network with pure Stamdard Gauge (1,435 mm distance between both rails)	3,026.4	Km.
• High Speed Network with Iberian Gauge (1,688 mm distance between both rails)	175.3	Km
• Conventional Network with pure Iberian Gauge (1,668 mm distance between both rails)	580.7	Km.
• Mixed network (Iberian wide and wide stamdar combination)	199.1	Km.
Lines equipped with ERTMS	2,736.2	Km.
Lines equipped with ASFA	3,981.4	Km.
Lines equipped with with Automatic Blocking Systems	3,976.9	Km.
Lines equipped with CTC	3,905.9	Km.
Electrified Line	3,752.3	Km.
(**)Number of Train Traffic	389,484	

* 2025 1ts Quarterly Version of ADIF-Alta Velocidad Common Sections

** Data accumulated to December 2024

1.3. Legal Affairs

1.3.1. LEGAL FRAMEWORK

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

1.3.2. LEGAL STATUS OF THE NETWORK STATEMENT

General Considerations

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

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

Information on Traffic Safety

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

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

In accordance with current regulations, i.e. Rail Sector Law 38/2015, title 5, of 29 September, and Royal Decree 664/2015, of 17 July approving the Rail Traffic Regulation, the Infrastructure Manager has the corresponding Safety Authorization renewed by the State Security Agency, according to resolution dated 26/11/2020 and subsequently revised to include in its scope the certification as entity dedicated to maintenance, according to resolution of 15 June 2022. Traffic Safety management systems of infrastructure managers shall comply with the requirements laid down in Delegated Regulation (EU) 2018/762, on common safety methods on the requirements of the safety management system, applicable in Spain since 31 October 2020.

1.3.3. REQUESTS, ALLEGATIONS AND CLAIMS

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

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

1.4. 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 31 May 2023, 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, 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.

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

CATALOGUE OF CAPACITY OFFER AT SERVICE FACILITIES
List of tracks offered at service facilities owned by ADIF 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 in PDF or similar format. The Network Statement is published in Spanish, in the co-official languages of the different autonomous communities, and in English. In case of discrepancy as to its content, the original version in Spanish language shall prevail.

1.6. ADIF - Alta Velocidad Directory

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

The Adif Directory is detailed below.

ADIF Alta Velocidad

Headquarters

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

Calle Sor Ángela de la Cruz, 3
28020-Madrid

Communication and External Relations

Subdirección de Relaciones con los Medios

Dirección de Comunicación y Reputación Corporativa (Adif)

Calle Sor Ángela de la Cruz, 3
28020-Madrid

One stop shop for railway undertakings and applicants

Subdirección de Relaciones con Operadores Ferroviarios

Dirección de Explotación Comercial (Adif)

Calle Sor Ángela de la Cruz, 3
28020-Madrid

Authorisation of Connections to the RFIG, Loading Yards

Subdirección de Relaciones con Operadores Ferroviarios

Dirección de Explotación Comercial (Adif)

Calle Sor Ángela de la Cruz, 3
28020-Madrid

Authorisation to Conduct Tests on the RFIG

Subdirección de Relaciones con Operadores Ferroviarios

Dirección de Explotación Comercial (Adif)

Solicitud de pruebas:
https://sede.adifaltavelocidad.gob.es/opencms/system/modules/sede/index

Calle Sor Ángela de la Cruz, 3
28020-Madrid

Information on Passenger Stations

Subdirección de Servicios al Cliente y Planificación

Dirección de Estaciones de Viajeros (Adif)
Gestión de Instalaciones de Servicios

E-mail: h24estaciones@adif.es

Avenida Pío XII, 110; Edificio 18
28036-Madrid

Information on Traction Electrical Power Supply

Subdirección de Gestión de Energía Eléctrica de ADIF-Ata Velocidad

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

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

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

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

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

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

Capacity Allocation on Railway Lines Integrated within the RFIG

Dirección de Gestión de Capacidad

Dirección General de Circulación y Gestión de Capacidad (Adif)

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

Train Traffic Control and Contingency Plannin

24h Network Management Centre

Dirección de Tráfico (Adif)
Dirección General de Circulación y Gestión de Capacidad

Calle Méndez Álvaro, 1
28045-Madrid

Traffic Safety

Dirección Corporativa de Seguridad en la Circulación

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

Authorisation of Rolling Stock

Dirección Corporativa de Seguridad en la Circulación

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

Information on Civil Protection

Dirección de Protección y Seguridad

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

Studies for Exceptional Transport

Dirección Corporativa de Seguridad en la Circulación

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

Technological Innovation

Railway Technology Centre
Subdirección de Innovación Estratégica

Calle Severo Ochoa, 9
29590-Campanillas (Málaga)

1.7. Cooperation Between European IMS/ABS

1.7.1. RAIL FREIGHT CORRIDORS, RFC

Regulation (EU) No. 913/2010 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/Setúball/Lisboa/Leixões – Algeciras/Madrid/Bilbao/Zaragoza - Bordeaux/Paris/Le Havre / Metz, Mannheim crossing international frontiers of Vilar Formoso/Fuentes de Oñoro, Elvas/Badajoz, Irún/Hendaya and Forbach/Saarbrucken.

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

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

MEDITERRANEAN CORRIDOR

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

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

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

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

1.7.2. RAILNET EUROPE (RNE) AND OTHER INTERNATIONAL 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 Clara Campoamor Station ES_28036 Madrid - fbartplome@adif.es

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

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

INFRASTRUCTURES

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2.1. Introduction

This chapter describes the main characteristics of the railway infrastructures managed by the Infrastructure Manager. Railway infrastructure, as determined in article 3 of the Spanish Railway Sector Law and its Annex IV, consists of the following elements, provided that they form part of the main and service tracks, with the exception of the tracks within the rolling stock repair yards and the traction engine depots or garages, as well as the private branch lines:

a) Land to settle the tracks.

b) Operation works and track platforms, i.e. embankments, trenches, drains, reserves, masonry sewers, aqueducts, cladding walls, slope protection plantations, etc.; passenger and freight platforms, including those at passenger stations and cargo terminals; walks and roads; closing walls, hedges and fences; fire protection strips; devices to heat tracks' switches and crossings; snowstoppers.

c) Civil works: bridges, decks and other overpasses, tunnels, covered trenches and other underpasses; support walls and protection works against avalanches and landslides, etc.

d) Level crossings, including facilities designed to ensure the safety of road traffic.

e) Superstructures, in particular: tracks, grooved rails and counter rails; sleepers and longrines, various clamping material, ballast, including gravel and sand; track devices; rotating plates and shuttle trolleys (except those exclusively reserved for traction machines).

f) Roads for yards of passengers and freight, including access by road and for passengers arriving or departing on foot.

g) Safety, signalling and telecommunication facilities on track, station and shunting yard, including facilities for the production, transformation and distribution of electric current for signalling and telecommunication services; buildings assigned to said facilities; track brakes.

h) Lighting facilities designed to ensure vehicles' traffic and the safety of said traffic.

i) Facilities to transform and conduct electric current for train-traction: stations, supply lines between stations and contact sockets, catenary and supports; third rail and supports.

j) Buildings used by the infrastructure service, including a part of the facilities intended to collect transport charges.

k) Axle and gauge changers.

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

There is 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 e 2.967,1 Km. lines operating with ERTMS, of which 230.9 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 F.

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 (mm)	25 KV CA / 1,5 KV CC	Order AO/CO Nº 04/22
ESPAÑA / PORTUGAL	Badajoz - Elvas	Adif - IP	1668 (mm)	NO / NO	Order CO- nº 4/23 (León), nº 8/23 (Sevilla) / IET nº 04 IP.-(Rail Traffic Directorate - DCF)

PORTS WITH CONNECTION TO THE GENERAL INTEREST RAIL NETWORK

PORTS WITH CONNECTION TO THE GENERAL INTEREST RAIL NETWORK		
PORT	PHYSICAL CONNECTION POINT	REGULATORY DOCUMENTS
Santander	1200 m from signal M4 (under the bridge of the S-10 motorway). Signposted.	Instruction AO/CO Nº 5/18
Bilbao	-On the Zierbena side, opposite signal M16, at KP 17+345. -On the Santurtzi side, opposite signal M19 and M21, at KP 15+335 Signposted.	Instruction AO/CO Nº 2/22
Pasaia	Port access gates, KP 629+ 618, 25 m from signal M1 Signposted.	Instruction AO/CO Nº 2/19
Tarragona	Connection 1: in the centre of the 6/8 outlet, coinciding with KP 274/468 of line 210 from Miraflores to Tarragona. Connection 2: 18.544 metres before signal S2/P3, on the Port side.	Instruction CO Nº 5/21
Huelva	Two physical connection points: 1 Connecting line between switch 79 (KP 107+585) of the Majarabique Huelva Terminus line and Level Crossing type a at KP 000+018. 2.- Torre Arenillas - Coto de Palos branch line, square full stop signal and X4 derail.	Instruction AO/CO Nº 0027/17
Málaga	km 0.646 of the branch line, next to the Paseo Marítimo Antonio Machado. Coincides with the functional point. Signposted.	Instruction AO/CO Nº 00001/21
Sevilla	Located on the La Salud - Puerto de Sevilla connection line KP 001+717. On the port side of the bridge that crosses over the Guadaira River. Signposted.	Instruction AO/CO Nº 0001/22
Bahía de Algeciras	Algeciras Station - Port of Algeciras access branch. Directly under the Paseo de la Conferencia of this city. Signposted.	Instruction CO Nº 0002/20
Castelló	Signal beacon, 5 metres from signal S2/PT with KP:0+137 of Les Palmes on port side.	Instruction AO/CO 00004-18
Valencia	Port access gate (KP 0+ 806) protected by railway signals EP6 - EP8 and EP10 at the entrance and by signals SP5 - SP7 and SP9A - SP9B - SP9C at the exit.	Instruction AO/CO Nº 3-18 APv- FSL connection
Cartagena	KP. 11+310 of the connection line, 800 metres from the M1 signal at Escombreras.	NO INSTRUCTION PUBLISHED Instruction ATOI_CTOI 00001-22 under 1M and port access
Alicante	It is located at the height of the ASFA beacon of the E3 signal at the entrance to Sant Gabriel station.	Instruction AO/CO 00002-19 Alicante Port

PORTS WITH CONNECTION TO THE GENERAL INTEREST RAIL NETWORK		
PORT	PHYSICAL CONNECTION POINT	REGULATORY DOCUMENTS
Gijón (ancho ibérico)	a) Line 152 Gijón Puerto - Veriña: 100 metres from signal 14S towards Estación de Veriña. b) Line 150 Aboño - Veriña: 25 metres from signal E1. Signposted.	Instruction AO/CO Nº 280/327
Gijón (ancho métrico)	KP 8+124 where the protected point post is located at the entrance to Aboño Mercancías station. Signposted.	Instruction AO/CO 4/23
Aviles (ancho ibérico)	Existing gate in the perimeter fence, towards the Port, after passing the San Juan de Nieva station switch No. 19. Signposted.	Instruction AO/CO Nº 07/19
Aviles (ancho metrico)	KP 1+020 of Line 758 La Maruca Mercancías - Puerto de Avilés. Signposted.	Instruction AO/CO Nº 08/19
Vilagarcía de Arousa	KP 53.931 22 metres from signal S2/P in the direction of the Port. Signposted.	Instruction AO/CO Nº 292/390
A Coruña	KP 545.841, referring to line 834, at the tip of the switch rail of the C1 switch of the A Coruña Port Network. Signposted.	Instruction AO/CO Nº 13/19
Ferrol	KP 1.820 of the connecting line, which starts at Ferrol station, after the tunnel exit, towards Ferrol Port. Signposted.	Instruction AO/CO Nº 03/21
Marín	KP 5.404 of the connecting branch line 20.20m from the SPM signal, towards the port.	Instruction AO/CO Nº 15/19
Vigo	The closing gate of the fence separating the Adif terminal from the port, located next to derail X13. Signposted.	Instruction AO/CO Nº 14/19

2.3. Description of the Network

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

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

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

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

Annual ICL

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

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

Monthly ICL

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

2.3.1. TRACK TYPOLOGIES

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

2.3.3. PASSENGER STATIONS AND FREIGHT TERMINALS

See Chapter 7, Service Facilities Descriptive Leaflets, available on PISERVI application and the Maps, which are included as documents attached to this NS.

2.3.4. GAUGE

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

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

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

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

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

- **Gauge:** Reference profile, plus some associated rules for defining the maximum rolling stock construction profile, the cargo profile and the profile outside of which the fixed or temporary structures must be installed.
- **Rolling stock gauge:** Kinematic reference contour and rules defining the reductions to be applied to this contour. These reductions depend on the geometric characteristics of the material, the position of the section in relation to the axles, the height of the point in question in relation to the rolling plane, the design clearances, the maximum wear expected and the elastic characteristics of the suspension. The contour resulting from applying the reductions defines the space that the design profile of the rolling stock must not exceed.
- **Structure gauge:** Space around the track, which should not be invaded by any object or obstacle or by vehicles running on adjacent tracks, in order to preserve the safe operation.
- **Load gauge:** Static reference profile plus some rules that define the reductions to apply to said profile. The resulting profile defines the space that neither the cargo nor the stanchions or 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
Aceleration (m/s2)	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 Barcelona – Frontera Francesa 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 **3,752.3** 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 electrified network in 3kV DC current is compatible with pantographs provided with both copper or copper alloy rubbers, and carbon rubbers impregnated in copper or copper alloy. However, in order to achieve the efficiency and sustainability purposes, restrictions may apply in the Infrastructure Register from 1 January 2025 to the use of copper or copper alloy scrubbers on specific lines and from 1 January 2028, in any point in the network, only copper or copper alloy impregnated carbon scrubbers (up to a maximum of 40% by weight of the metal additive) will be accepted.

The 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. TRAIN CONTROL AND PROTECTION SYSTEMS

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

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

AUTOMATIC TRAIN PROTECTION SYSTEMS

ERTMS

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

LZB

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

EBICAB

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

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

TRAIN PROTECTION SYSTEMS

ASFA, Signals and Automatic Braking.

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

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

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

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

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

As a result of a technological progress and the implementation of ASFA Digital system, the deadlines to remove previous versions of on-board equipment ("blackout") to make these work with the final reference version of (ASFA v4.2) system are the following:

- Metric Gauge Network (RAM):
  Versions prior to ASFA v4, deadline: 30 June 2025.
  Versions prior to ASFA v4C*, deadline: 30 June 2027.
- Conventional and high-speed network (CONV and HS):
  Versions prior to ASFA v4, deadline: 30 June 2029.
  Versions prior to ASFA v4C*, deadline: 31 December 2029.

*ASFA v4C = ASFA v4 + Sheets 188, 189R1, 191R3, 192, 193, 194R1, 195, 197, 199, 201.

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, the Madrid-Valencia corridor (1,668 mm gauge) has been available since 2021 to be able to operate with semi-trailers up to a maximum height of 4.00 metres, and in the coming years Adif will prepare other corridors for rail-highway services, such as Zaragoza-Madrid-Algeciras (1,668 mm gauge) to be able to operate with trains with AF 4.2 gauge (with semi-trailers up to a maximum height of 4.20 metres), Córdoba-Huelva to be able to operate with trains with AF 4.0 gauge (with semi-trailers up to a maximum height of 4.20 metres), etc.

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 ≥ 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	CHARACTERISTICS
1º	Trips >380km
2º	Trains a type 300 km/h or more

Table 2: Lines declared to be specialised.

Nº	LINE
010	MADRID PTA. ATOCHA 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. ATOCHA ALMUDENA GRANDES - Límite AIDF-LFP SA(1)
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 15/2022 of 1 August, on the approval of urgent measures on forest fires.

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

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

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

In these cases, the procedure for dealing with environmental emergencies applies, requiring coordinated action by a single interlocutor and manager between the various ADIF and ADIF AV departments involved and/or the emergency services. This procedure establishes the general criteria for action in the event of emergencies affecting the environment directly or indirectly as a result of spills of substances that may cause an environmental emergency, in all its phases: recognition of the emergency, warning, alarm, monitoring, coordination with external assistance and return to normality, regardless of the origin of the event. Accidents or incidents that cause an environmental emergency must be reported to the corporate environmental body so that internal procedures can be implemented to minimise the risk and assess the event. In this way, a comprehensive management of environmental emergencies is carried out from the alarm phase, including the management of the decontamination of the affected soil, until, if necessary, the administrative declaration of the corresponding Autonomous Community certifying the end of the decontamination.



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

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

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

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

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

2.4.3. TRANSPORT OF DANGEROUS GOODS

Transport of dangerous goods on ADIF-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.

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

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

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

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

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

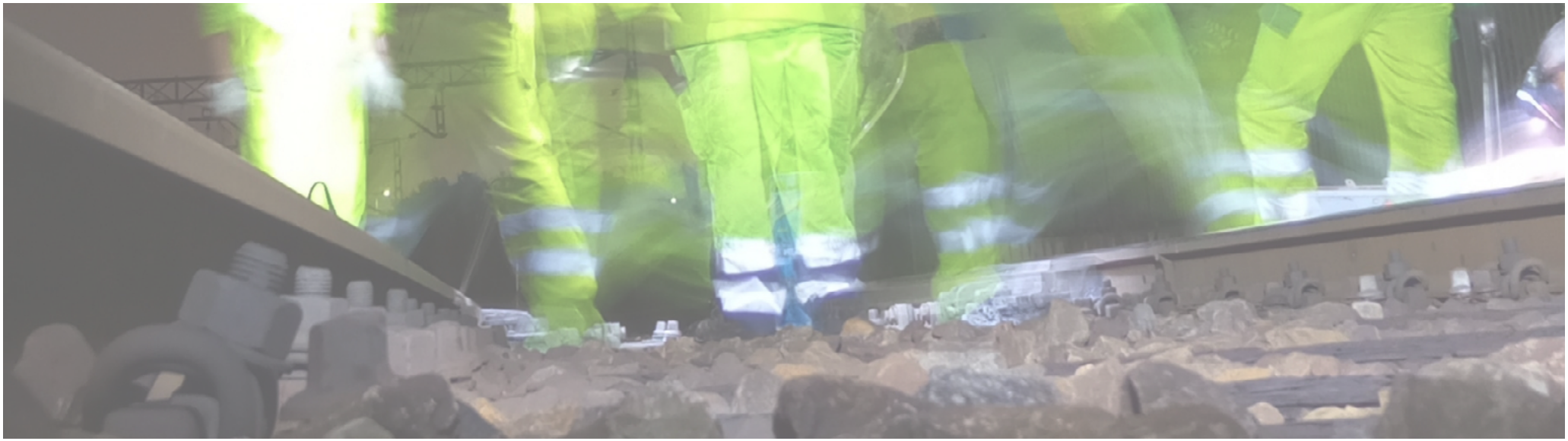
The railway infrastructure is also entrusted with ongoing conservation efforts and investment in lines they own, whether through maintenance of infrastructures in service, or carrying out works to improve and expand their network.

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

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

https://www.adifaltavelocidad.es/documents/34745/35030185/Programa+de+Actividad+de+ADIF+AV+2022+-+2026.pdf/89783c40-4871-dc5f-8d9b-9a135b92d447?t=1726675973932

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

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

2.6.1. UPDATE OF ADIF - ALTA VELOCIDAD OWNED GENERAL INTEREST RAIL NETWORK ASSETS

This section will be updated after the end of 2025.

CHANGES TO THE SAFETY SYSTEMS IN TRAFFIC AND TRAFFIC MANAGEMENT.

MODIFICATIONS TO THE GROUND CONTROL-COMMAND AND SIGNALLING (CCS) STRUCTURAL SUBSYSTEM.

NEW LINE SECTIONS IN SERVICE.

MODIFIED SECTIONS.

SECTIONS THAT SHALL BE OUT OF SERVICE.

SECTIONS EXCLUDED FROM THE GENERAL INTEREST RAIL NETWORK LINE CATALOGUE (ANNEXES F AND H) BECAUSE THEY ARE NOT IN OPERATION.

OTHERS.



3

ACCESS CONDITIONS

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

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

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

RUs and other Applicants that intend to operate on Railway infrastructure manager managed Network shall be registered in the Special Railway Register (Article 61of Rail Sector Act 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

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

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

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

These requirements shall be specified in the network statement and shall exclusively refer to the suitability to submit tenders to obtain infrastructure capacity and to provide economic guarantees, which may not exceed an adequate maximum, proportional to the level of activity foreseen by the Applicant. (Article 35 of Rail Sector Act).

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 no considered railway undertakings but have a commercial interest in capacity acquisition, may also request infrastructure capacity in the form and with the requirements provided for in the regulations.
3. In these cases, applicants shall assign a railway undertaking in order to use infrastructure capacity, and shall communicate it to the infrastructure manager.(Article 34.2 of Rail Sector Act).

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 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, Article 27 of Law 39/2015, which certifies that the railway undertaking has established its own safety management system and is able to meet the requirements in the technical specifications and other relevant provisions of Community law and national safety rules in order to control risks and safely provide transport services on the network, and knows and complies with Safety Traffic rules, particularly Rail Traffic Regulations, RCF, and other regulations in force affecting them, see Annex E, and be up to date with payments arising from the economic obligations towards Railway infrastructure manager and have existing civil liability insurance policies.

3.2.1.2. CAPACITY ALLOCATION AT SERVICE FACILITIES

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

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

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

3.2.2. 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.

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

NATIONAL AND INTERNATIONAL FREIGHT TRAFFIC

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

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

NATIONAL AND INTERNATIONAL PASSENGER TRAFFIC

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

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

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

3.2.3. LICENSES AND APPROVALS

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

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

Agencia Estatal de Seguridad Ferroviaria
Plaza de los Sagrados Corazones 7- 28036 Madrid
https://www.seguridadferroviaria.es/

3.2.4. SINGLE SAFETY CERTIFICATE

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

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

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

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

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

Chapter IV, Title I of Spanish Royal Decree 929/2020 of October 27, establishes, among other things, the definition of the principles and establishes the requirements and procedures for the application, resolution, validity, supervision and revocation of the single safety certificate.

For more information please contact:

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

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.

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

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

3.2.6. 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 I includes the characteristics of the framework agreement.

Currently, there are signed Framework Agreements with the following companies:

For passenger transportation, RENFE Viajeros S.M.E, S.A.; Levante Intermodality S.A. (ILSA) and OUIGO ESPAÑA, S.A.U

3.3.2. AGREEMENTS WITH RUS

Annex I includes different agreement models:

- For services at SC-2, the supply of traction electrical energy.
- For services at SB-2, 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 the SX-5 service, space on platforms for storage of mobile equipment.
- For SX-6 service, commercial control prior to train access.
- For services at SX-7 area for last call attention.
- For services at SX-8, unattended changing room for operating personnel.
- For services at SX-9, lost property management.
- For services at SX-10 premises for preferred client service.
- For service at SX-12, ADIF service in respect of assistance to disabled persons and/or persons with reduced mobility when embarking and disembarking.

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 (Art. 122) that vehicles running on the General Interest Railway Network need the following:

a) Setting on the market their mobile subsystems.

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

c) verifications before use.

d) registration in one of the registries.

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

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

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

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

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

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

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

The BOE of 26 November 2015 published the Resolution of 5 November 2015, of the State Railway Safety Agency, publishing the Technical Specification for metric gauge rolling stock and the Basic Standard for Material Safety.

Resolution 6/2022 of the EFSR establishing acceptable national means of compliance with certain requirements of the Technical Specification for metric gauge rolling stock.

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

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

For further information, please contact:

European Union Agency for Railways (EUAR)

https://www.era.europa.eu/applicants/applications-single-safety-certificates_en

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

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

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

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

a) Order the immobilization of the material, initiating the suspension or revocation procedure established in Spanish Royal Decree 929/2020.

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

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

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

Similarly, Order FOM/679/2015 of April 9, 2015, which amends Order FOM/2872/2010, establishes the conditions for obtaining the authorisations that allow railway staff to perform their duties in relation to transport safety, as well as the system of approved training centres and medical examination centres 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.

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

LANGUAGE

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

LANGUAGE EXCEPTION ON BORDER SECTIONS

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

PERSONNEL UNDER INSPECTION

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

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



3.4.3. EXCEPTIONAL TRANSPORTS

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

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

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

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

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

If a transport runs on two or more networks, the exceptional transport condition and its management shall be governed by determined international standards in force. See Chapters 4 and 5 of this document. For more information, please contact the Corporate Directorate of Traffic Safety (Adif Directory section 1.6).

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

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

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

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

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

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

(Adif Directory section 1.6).

3.4.5. TESTING TRAINS AND OTHER SPECIAL TRAINS

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

The aforementioned Article 133 includes the procedure

ADIF 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.

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

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

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

Section 4.11 defines the path allocation procedure to perform testing requiring EVB, a requirement to be determined in the Order governing the testing.

Rrailway 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.

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

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

The ADIF-Alta Velocidad Sub-directorate for Traffic Safety will provide a guide and a form for completing the application on request by e-mail at sscav@adif.es.





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

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

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

4.2. Description of the Request Process for Infrastructure Capacity

4.2.1. APPLICANTS REQUESTING CAPACITY

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

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

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

- Consignees, loaders, transport companies and transport operators that are not railway undertakings but have a commercial interest to request capacity.
- Public Administrations with rail transport capacity and with public service interest in acquiring capacity.
- In these cases, in order to use infrastructure capacity, it shall be necessary for Applicants to assign a railway undertaking and communicate it to the infrastructure manager.

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

4.2.2. DOCUMENTATION FOR CAPACITY REQUESTS

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

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

IDENTIFICATION OF APPLICANT AND REPRESENTATIVE

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

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

SAFETY CERTIFICATE

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

GUARANTEES OF TRANSPORT OF DANGEROUS GOODS

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

CONCRETE DETERMINATION OF A REQUEST FOR CAPACITY

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

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

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

CAPACITY REQUESTS IN EUROPEAN RAILWAY FREIGHT CORRIDORS

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

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

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

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

More information can be found on https://rne.eu/it/rne-applications/pcs/

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

4.2.3. TYPES OF PATH REQUESTS

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

A. ALLOCATED TRAIN PATHS WITH RESERVE

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

A-1. Regular Train Paths (ServiTren)

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

A-2. Occasional Train Paths (TrenDía)

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

B. TRAIN PATHS WITH NO RESERVE

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

B-1. Immediate Train Paths

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

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

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

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

B-2. Special Train Paths

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

4.3. Temporary Restrictions and Maintenance Capacity Allocation

4.3.1. GENERAL PRINCIPLES

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



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

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

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

This document will be periodically updated with the most relevant information of TOC sessions, which define and agree upon programming actions and works in the infrastructure to give information on future capacity restrictions agreed with the applicants, to enable these to adapt their transport operations and needs. The

information that at least the infrastructure manager will publish in its catalogue with interim capacity restrictions will include:

a) Affected lines or routes.

b) Start and end dates of the temporary capacity restraint, indicating the affected days.

c) If applicable, the capacity on available deviation lines.

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

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

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

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

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

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

$$\text{Impacto del RTC (\%)} = \frac{\text{Nº of RTC-affected tracks on a significant day}}{\text{Nº of total rows on a significant day}} \text{ x100}$$

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

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

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

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

4.3.2. DEADLINES AND INFORMATION PROVIDED TO APPLICANTS

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

Specifically:

- With regard to temporary capacity restrictions on railway lines for reasons such as infrastructure works (including related speed restrictions), axle load, train length, traction or structural gauge (hereinafter referred to as "capacity restrictions"), which last more than seven consecutive days and lead to cancellations, rerouting or replacement by other modes of transport of more than 30% of the estimated daily traffic on a railway line, the infrastructure managers concerned shall publish all capacity restrictions and the preliminary results of a consultation of applicants, the first time, if known, at least 24 months before the change in the relevant working timetable and the second time, updated, at least 12 months before such a change (paragraph 8 of Delegated Decision (EU) 2017/2075).
- Where the effect of capacity restrictions is not limited to one network, the infrastructure managers concerned, including infrastructure managers who may be affected by the rerouting of trains, shall coordinate capacity restrictions which may involve cancellation, rerouting of a train path or replacement by other modes of transport prior to the publication of capacity restrictions in accordance with point 8. Coordination shall be completed before the second publication: (a) at the latest 18 months before the change in service timetable if more than 50 % of the estimated daily traffic on a railway line is to be cancelled, rerouted or replaced by other modes of transport for more than 30 consecutive days; (b) at the latest 13 months and 15 days before the change in service timetable if more than 30 % of the estimated daily traffic on a railway line is to be cancelled, rerouted or replaced by other modes of transport for more than seven consecutive days; (c) at the latest 13 months and 15 days before the change in service timetable if more than 50 % of the estimated daily traffic on a railway line is to be cancelled, rerouted or replaced by other modes of transport for seven consecutive days or less. Where necessary, infrastructure managers shall invite applicants operating on the lines concerned and the main operators of service facilities concerned to participate in such coordination (paragraph 11 of Delegated Decision (EU) 2017/2075).
- For capacity restrictions of a duration of seven consecutive days or less which do not need to be published in accordance with point 8 and which result in cancellations, rerouting or replacement by other modes of transport of more than 10 % of the estimated daily traffic on a railway line, which occur during the next timetable period and of which the Infrastructure Manager has become aware at least six months and 15 days before the change in the service timetable, the Infrastructure Manager shall consult the applicants concerned on the capacity restrictions envisaged and shall publish the updated capacity restrictions at least four months before the change in the service timetable. The Infrastructure Manager shall provide detailed information on train paths offered for passenger trains at least four months in advance and for freight trains at least one month in advance of the start of the capacity restriction, unless a shorter period is agreed between the Infrastructure Manager and the applicants concerned (paragraph 12 of Delegated Decision (EU) 2017/2075).

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

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

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

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.

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

TOC COMMITTEES

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

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

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

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

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

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

MAINTENANCE BANDS

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

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

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

EXTRAORDINARY WORKS

Where works will last over a long period different to the maintenance band, the extraordinary works' period and the normal maintenance period shall be recorded. These periods shall be scheduled by TOC Commissions. The more specific details of the action and the new capacity offered will be shared with railway undertakings; at least four months in advance for passenger train capacities and at least one month in advance for freight train capacities from the start of the capacity restriction, unless the infrastructure manager or applicants concerned agree on a shorter period of time, through the Scheduled/Authorized Work Files (TBP/TBA).

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

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 Anex I.

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

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

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

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

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

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

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

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

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



4.4.1. PROCEDURE FOR PROCESSING CAPACITY ALLOCATION FRAMEWORK AGREEMENT REQUESTS

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

In accordance with Article 35, the Infrastructure Manager may invite potential applicants to submit framework agreement requests by means of calls for framework agreement requests. To this end, ADIF - Alta Velocidad will include in the framework capacity statement the available framework capacity per line section and control period on the lines where this possibility is offered.

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

In addition, Article 5(2) of Regulation EU 2016/545 provides for the possibility for applicants to submit their requests for a framework agreement.

Applicants' requests must comply with the procedures and deadlines laid down in the regulations in force and established by the Spanish National Commission on Financial Markets and Competition (CNMC) in its resolution of 24 July 2024 (STP/DTSP/009/024), in which the public entity ADIF - Alta Velocidad is required to include in the Network Statement a capacity allocation procedure in accordance with the guidelines laid down in Basis III of the aforementioned resolution.

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

CONTENT OF THE REQUEST

Framework agreement requests must include the following information:

- Lines or sections of lines for which the framework agreement is requested;
- Indicative lines, which are requested for each line or section of line, including possible commercial stops, differentiating the request by service timetables and days of the week.
- Estimated departure and arrival times for each service.
- Rolling stock to be used for the track and its characteristics (units, speed, composition, etc.)
- Weekly frequencies: Daily, Workdays, Saturday and Sunday, as well as their exceptions

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

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

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

- Overview of the Plan for the requested period.
- Available resources (trains, personnel and necessary facilities).
- Measures for the maintenance of the trains to be used for the proposed services (undertaking to have its own workshops or a letter from the operator of the facilities where the maintenance is to be carried out confirming the feasibility of this).
- Evolution of the operation, detailing the start of services and the incorporation of resources on an annual basis.
- Any other relevant information to facilitate comprehension of the Plan.
- If applicable, receipt of application for obtaining a railway undertaking license or authorization.

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

- Corporate composition.
- Positive certificates of being up to date with payments to the Tax Agency and payments to the Social Security Treasury.
- Letter of undertaking that, at the time of the framework capacity allocation, the civil liability that may be incurred has been sufficiently guaranteed, in accordance with the conditions laid down in Article 63 of Royal Decree 2387/2024.
- Provisional Economic-Financial Plan (income statement, balance sheet and cash flow statement) from the beginning of its activity until the end of the period for which it is requested. For each year, sufficient detail of the assumptions used in its preparation must be included.
- Likewise, a market or mobility study will be included for each of the lines on which it is intended to operate, justifying the Economic-Financial Plan.

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

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

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

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

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

REQUEST SUBMISSION METHOD

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

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

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

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

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

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

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

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

ANALYSIS OF THE REQUEST

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

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

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

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

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

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

COORDINACIÓN DE LAS SOLICITUDES

Following the consultation period:

- If no further requests for framework capacity are received and the requested capacity is compatible with other framework agreements already signed, the Infrastructure Manager will, within a maximum of one and a half months from the end of the consultation period, award the framework capacity or refuse it on the basis of overriding reasons, inform the applicant thereof and, where appropriate, request the approval of the CNMC in accordance with Article 13.3 of Spanish Order FOM/897/2005. As a result, the time required to complete the procedures leading to the request for approval of the framework agreement by the CNMC will not exceed six and a half months
- If several compatible requests are received, including those from other framework agreements already signed, the Infrastructure Manager shall decide on all of them simultaneously (Article 5(3) of Regulation 2016/545). The Infrastructure Manager may also promote the request coordination process if a conflict with a framework agreement arises during the service timetable scheduling process.

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION OF THE PROCEDURE

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

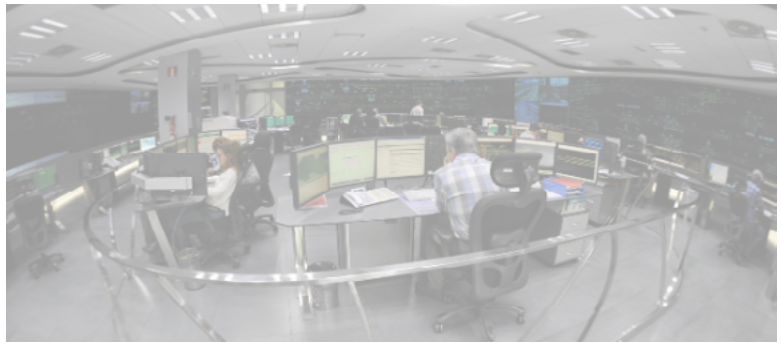
Consequently, taking into account the above deadlines, if the Infrastructure Manager has to coordinate and, where appropriate, prioritise incompatible requests for framework capacity, the maximum time taken to complete the procedures until the capacity is refused or the request for approval of the framework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

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

4.4.2. PROCEDURE FOR ANNUAL REVIEW OF COMPLIANCE WITH CAPACITY FRAMEWORK AGREEMENTS

IMPLEMENTATION OF THE FRAMEWORK AGREEMENT

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



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

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

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

OBJECTIVE AND SCOPE OF APPLICATION

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

The compliance analysis will be initiated by the Infrastructure Manager once the corresponding service timetable has been completed and all the information relating to the operations carried out during the period is available, and will be reflected in the processing of an administrative file prepared in accordance with the provisions of Spanish Law 39/2015, of 1 October, on the Common Administrative Procedure, Spanish Law 38/2015, of 29 September, on the railway sector, Spanish Order FOM 897/2005, of 7 April, on the network statement and the procedure for the allocation of railway infrastructure capacity, and Commission Implementing Regulation (EU) 2016/545, of 7 April 2016, on the procedures and criteria relating to framework agreements for the allocation of railway infrastructure capacity.

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

The compliance assessment files will analyse:

I. Fulfilment by the applicant of the obligations contained in the clauses and annexes of the framework agreement relating to compliance with the request for capacity reserved in the framework agreement under the technical conditions specified therein.

II. Fulfilment of the Infrastructure Manager's obligations to make available to the applicant the capacity reserved in the framework agreement and the technical conditions contained therein.

PROCESS DESCRIPTION

Prior to requesting the service timetable.

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

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

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

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

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

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

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

Request for capacity during the service timetable.

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

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

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

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

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

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

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

Operation during the service timetable.

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

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

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

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

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

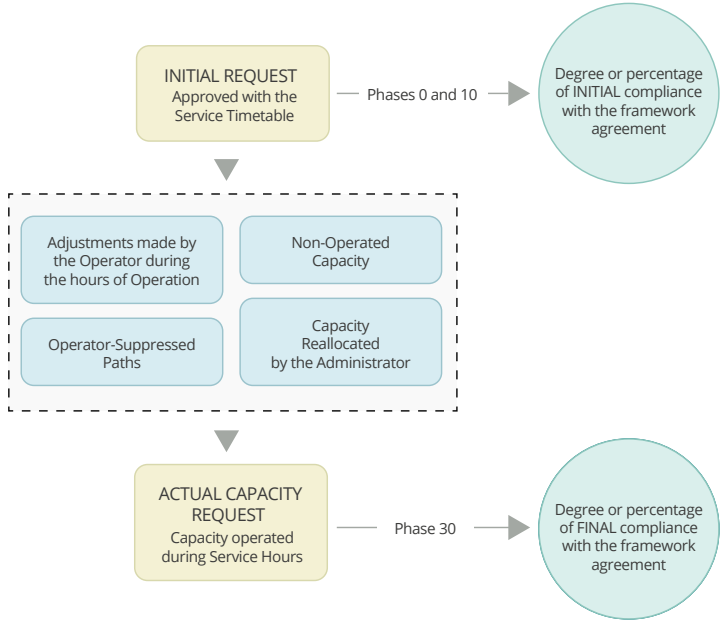
b. **Adjustments requested by the operator outside the deadlines set out in the Network Statement.**

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

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

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

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



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

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

d. **Paths cancelled by the Infrastructure Manager.**

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

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

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

Evaluation of compliance with the framework agreement.

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

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

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

Start of the file. Prior communication to railway undertakings.

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

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

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

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

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

The following methodology is used to prepare the above report:

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

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

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

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

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

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

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

The variables comprising the previous expression have the following definition:

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

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

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

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

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

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

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

After this analysis, two situations may arise:

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

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

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

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

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

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

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

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

After this analysis, two situations may arise:

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

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

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

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

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

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

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

The variables comprising the previous expression have the following definition:

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

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

5. Preparation of the economic-financial report

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

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

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

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

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

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

5.1. 1. Penalty regime:

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

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

5.2. Result of the economic-financial report

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

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

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

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

FILE HEARING PROCESS

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

RESOLUTION OF THE FRAMEWORK AGREEMENT COMPLIANCE FILE

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

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

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

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

4.4.3. FRAMEWORK CAPACITY RELEASED

According to Article 11(3) of Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on procedures and criteria for framework agreements for the allocation of railway infrastructure capacity, if the applicant does not intend to use the framework capacity for more than one month, it shall notify the Infrastructure Manager more than one month in advance.

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

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

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

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

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

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.

Amending Framework Agreements shall mean updating the Allocated Framework Capacity Statement, adjusting the allocated tables of Framework Capacity in Annex L; as under Implementing Regulation EU 2016/545, article 3.4. specifying that within 3 months after a relevant amendment to the Framework Agreement, the allocated framework capacity statement shall be updated.

4.5. Capacity Allocation Procedure

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

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

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

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

The capacity study will be requested via email indicating in the subject: "Capacity Study" to the following address: gestion.capacidad@adif.es

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

The Capacity Manager will analyse the documentation provided and, if it is found to be deficient or the information provided is incomplete, will request the applicant to rectify the application within 10 days, stating that if he/she fails to do so, the application will be deemed to have been withdrawn, following a decision to be issued in

accordance with the provisions of Article 21 of Spanish Law 39/2015 of 1 October.

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

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

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

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

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

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

To enable the work of Applicants who agree with the Capacity Manager to use SIPSOR, if there is a new Request Period for new Service Hours, the GC may automatically generate a computer request in the system for an automatic loading of paths allocated by railway undertakings that already had capacity during the previous operating hours, as from the regular paths in force on that date. This generation shall not entail any acquired right of preference over the rest of requests from other applicants. Applicants shall verify that all path requests for the new time period have been entered into the system and that all data are duly filled in; they must also cancel the request of paths for those who do not wish a new allocation.

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

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

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

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

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



CAPACITY ALLOCATION PROCESS

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

The Capacity Manager will 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.

On the other hand, the increase in services on the Spanish rail network following the liberalisation of passenger transport has led to an enormous increase in the volume of passengers transported, particularly on the three corridors covered by the framework agreement. Anticipation of this gradual increase in services has led to declarations of congestion at certain service facilities. However, the main impact of these congestion declarations is on the track capacity allocation process and not on the management of passenger flows in terminals and platforms.

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

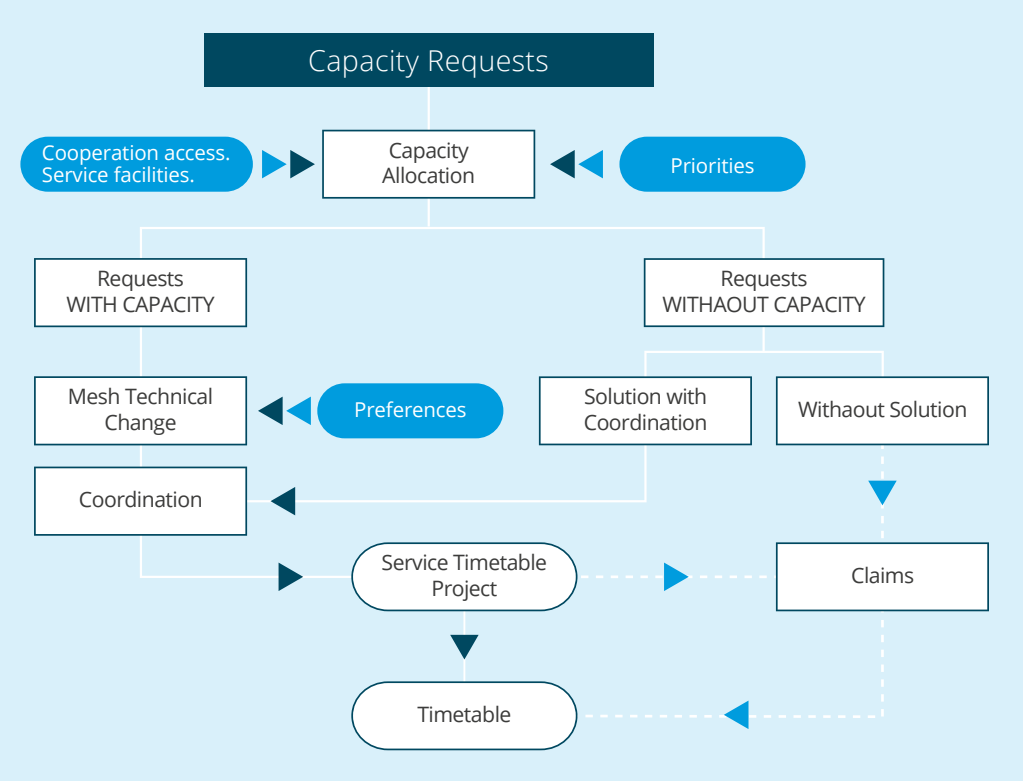
1. In accordance with the provisions of Article 7(2) of Commission Implementing Regulation (EU) 2017/2177 of 22 November 2017 on access to service facilities and rail-related services, during the scheduling process, the infrastructure manager shall cooperate with the service facility operator and the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

The Capacity Manager is legally empowered to reserve capacity for scheduled maintenance, replacement or expansion of the Network to resolve congested infrastructure

problems. Also, in accordance with Rail Sector Act twenty-five additional provision, provisional allocation of capacity, upon request of the competent administrations, and within the framework of European Union law governing the allocation of public service agreements and the liberalization of rail transport services, railway infrastructure managers shall be obliged to make a provisional reserve of infrastructure capacity necessary to execute every public service agreement, prior to the mandatory tender.

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

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



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

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

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

PHASE OF CAPACITY ALLOCATION TO THE CORRESPONDING PATHS

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

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

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

ALLOCATION PRIORITY CRITERIA

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

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

The Capacity Manager should ensure that infrastructure capacity is optimized and reasonably utilized. In this regard:

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

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

PHASE OF MESH TECHNICAL CHANGE

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

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

Technical Adaptation of Train Paths

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

Cadenced Services

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

Specialized Lines

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

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

On these routes, in addition to the capacity allocation priorities laid down in Order FOM/897/2005, the Capacity Manager's capacity allocation process may be carried

out by giving certain priority in the technical network adjustment to services that meet the technical requirements of the specific route.

Public Service Compulsory Traffic

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

Long-Distance trains (Passenger or Freight)

In view of the particular technical complexity of building long train paths, and in order to optimise the capacity of the infrastructure as it is used on a large number of lines, particularly international lines, the Capacity Manager may give priority in the network layout to trains travelling longer distances.

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

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

4.5.1. CAPACITY REQUEST TIMETABLE (PATHS) SERVICE SCHEDULE

Within the 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.

TIMETABLE

Timetable 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 2026 and 2027.

INTERNATIONAL SCHEDULE	
The deadline to submit applications starts	The Sunday after the 2nd Saturday in December
Setting up international catalogue paths	X-11 months (2nd Monday in January)
Completion of the capacity request deadline	X-8 months (2nd Monday in April)
Provisional allocation of capacity (Service Schedule project communication)	X-5 months (12 weeks after the capacity request period ends)
Allegations	Between X-5 and X-4 months (1 month)
Final communication of the Timetable	X-3,5 months (3rd Monday after the period of allegations)
Announcement communication	X-1,5 months
Start of Timetable	12 h at night time on the 2nd Saturday of December

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

NATIONAL SCHEDULE	
The deadline to submit applications starts	The Sunday after the 2nd Saturday in December
Completion of the capacity request deadline	X-6 months
Provisional allocation of capacity (Service Schedule project communication)	X-4 months
Allegations	Between X-4 and X-3 months (1 month)
Final 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.

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

Annex A shows specific dates for every Agreed Adjustment for 2026 and 2027

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

Monthly Adjustments

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

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

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

Annex A shows specific dates for every Monthly Adjustment for 2026 and 2027.

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

Pursuant to Delegated Decision 2017/2075, point 6 paragraph 2, the Capacity Manager may reschedule an allocated rail path if it is necessary to ensure the best possible alignment between all path applications and it is approved by the applicant to whom the path has been allocated.

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

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

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

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

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

Occasional Train Paths (TrenDía)

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

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.

OCCASIONAL TRAIN PATHS (TRENDÍA)	
Maximum response time	5 working days

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 stations known as coordinated 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 DEMADRID PUERTA 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.

([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.

SATURATION OF THE COORDINATED STATIONS

The Saturation and Paths data available are daily averages of a standard day, for all types of traffic and for all lines converging on the station. The distribution of paths need not be homogeneous by timetable period and may vary by day of the week.

Capacity Data **DEC 2024**

1. Stations with a Saturation below 50%

Stations with a saturation of less than 50% have a normal traffic level. They do not present saturation problems . They can support new traffic.

Station	Available Paths
LEÓN	56
LLEIDA - PIRINEUS	63
ZAMORA	81

2. Stations with a Saturation between 50% and 75%

Stations with a saturation between 50% and 75% have high levels of traffic, they may sometimes present saturation problems during peak hours. In some time slots, the admission of new trains may require detailed study.

Station	Available Paths
FIGUERES VILAFANT	24
VALENCIA JOAQUÍN SOROLLA	27
ZARAGOZA - DELICIAS	42

3. Stations with a Saturation rate greater than 75%

Stations with a saturation rate greater than 75% have traffic close to the maximum the station can handle. It presents systematic saturation problems, occasionally reaching congestion. Sometimes it may not admit new trains, or may require a change in operating conditions and/or reprogramming of existing trains in order to admit new trains.

Station	Available Paths
ALACANT - TERMINAL	14
BARCELONA SANTS	*
MADRID CHAMARTIN-CLARA CAMPOAMOR	*
MADRID PTA ATOCHA - ALMUDENA GRANDES	*
MÁLAGA MARIA ZAMBRANO	18
MURCIA DEL CARMEN	*
SEVILLA- SANTA JUSTA	19
VALLADOLID-CAMPO GRANDE	15

(*) Station declared as congested, the possibility of including new traffic must be studied in detail by Adif - AV.

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

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

Special paths on request

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

Special paths without request

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

4.5.4. COORDINATION PROCESS

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

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

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

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

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

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

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

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

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

PROCEDURE TO RESOLVE CONFLICTS IN REQUESTS

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

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

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

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

- When creating the Service Schedule, using the infrastructure will be optimized, avoiding an inefficient use that prevents from obtaining its maximum performance.

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

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

For more information see Annex K Conflict Resolution Procedures.

4.5.5. CLAIMS PROCESS

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

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

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

These claims must be submitted in writing to the Capacity Allocation Department of the Capacity Management Directorate, through the Adif electronic office.

For further information, see Annex J Conflict Resolution Procedure.

4.6. Congested Infrastructure

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

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

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

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

Rules and criteria that, according to article 11 section 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, i.e. art. 17, are declared congested the following stations and line sections, so that priority measures can be applied to allocate and develop measures to increase capacity.

INFRASTRUCTURES DECLARED CONGESTIONED	
STATIONS	
1	MADRID-PUERTA DE ATOCHA ALMUDENA GRANDES
2	BARCELONA - SANTS
3	MADRID CHAMARTÍN - CLARA CAMPOAMOR
4	MURCIA DEL CARMEN
LINE SECTIONS	
1	CALLOSA DE SEGURA - MURCIA (de les línies 046 i 354)
2	MADRID-JARDÍN BOTÁNICO - B.S. TÚNEL CH-ATOCHA/AG KM. 7.740 (de la línia 040)

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

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

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

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

TRANSPORT OF DANGEROUS GOODS

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

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

With regard to the admission of the train to a regulated track, the railway undertakings must, in accordance with the procedure for notifying a train ready for running and the characteristics of its composition, notify for each wagon carrying dangerous goods the place it occupies in the composition, the UN and danger numbers identifying the goods carried, the quantity, the origin and the destination of the same, all in accordance with the provisions of section 1.4.3.6 of the Regulations concerning the International Carriage of Dangerous Goods by Rail, RID, to which end, the carrier shall ensure, in accordance with point 1.4.2.2.5, that the data enabling it to comply with the requirements of points 1.4.3.6 and 1.4.3.6 are at the disposal of the manager of the infrastructure on which it operates, at any time during the carriage, in a rapid and unimpeded manner, and Order C No. 46 of 16 November 2016 on "Notification of a train ready for running".

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

4.8. Path Use Control

RUs and Applicants have the obligation to use the capacity obtained under 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

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

* X represents the first day of 2025 Timetable.

4.9.3. IMPLEMENTATION

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

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

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

4.9.3.1. CAPACITY STRATEGY

As a first step upon implementing the TTR, the Infrastructure Managers shall develop a Capacity Strategy for every Time Service, that shall be structured by lines which are the basis for a more precise schedule planning considering the forecasts of the Railway Manager or Applicants for the next Hours of Service.

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

The Infrastructure Manager has developed the Capacity Strategy for HS 2025 and 2026 on some General Interest Rail lines, which shall be gradually expanded as the implementation of the TTR project in Europe progresses.

4.9.3.2 CAPACITY MODEL AND DISTRIBUTION

To continue with the implementation process of the TTR project at the national level, after the Capacity Strategy, the infrastructure manager has published the capacity model for the 2024-2025 Schedule of the lines included in the Capacity Strategy for HS 2024/ 2025 published in July 2022 and will prepare the Capacity Model for successive Service Schedules.

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

4.9.3.2.1. COMMUNICATION OF CAPACITY NEEDS

Applicants can communicate their capacity needs to the infrastructure manager between X*-30 and X*-18 months through the RNE tool called ECMT.

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

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

4.9.3.3 CAPACITY PROPOSAL

Around X-18, 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.

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

4.9.3.4. FEASIBILITY STUDIES

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

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

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

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

Not applicable.



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

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

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

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

The C-OSS is dedicated, on behalf of the Corridor Infrastructure Managers, to international capacity management, i.e. coordinating the pre-design phase of PPP offer, publishing PaPs paths, collecting capacity requests, booking the requested PAPS, coordinating the deconstruction phase and allocation phase of Service Hours, coordinating also the allocation phase in case of late applications and ad-hoc application allocation phase as set out in the Corridor Information Document.

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

The Corridor satisfies international deadlines defined by RNE to submit capacity requests as well as to allocate paths (for the Corridor calendar, see:

https://rne.eu/capacity-management/capacity-planning-timetabling/.

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

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

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

Atlantic Corridor

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

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

Mediterranean Corridor

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

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

4.11. Allocation of Time Periods to Perform Testing on Blocked Tracks

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

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

ADIF 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.

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

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

The ADIF-Alta Velocidad Sub-Directorate for Traffic Safety will provide a guide and a form for completing the application on request by e-mail at sscav@adif.es.

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

4.11.2.1. TYPES OF REQUESTS

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

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

A) For periods of continued use

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

B) For Periods for one time use

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

4.11.2.2. ALLOCATION SCHEDULE

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

Requests shall be submitted according to the following allocation calendar:

A) For type A requests – For continued use periods

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

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

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

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

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

Example:

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

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

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

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

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

4.11.2.3. PROCEDURE PHASES

In the time period allocation process for ADIF 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 make the testing requests in the model established for this purpose.

How to submit the request

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

The requesting Applicant shall assign duly accredited persons as representatives for these purposes, in accordance with article 5, Law 39/2015, of 1 October on Common Administrative Procedure of Public Administrations, as well as the address to which the 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.

4.11.2.4. 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.

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

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

Finally ADIF 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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5.2. Charging Principles/Prices

5.3. Minimum Access Package and Prices

5.4. Basic Services and Prices

5.5. Prices and Supplementary Services

5.6. Prices and Ancillary Services

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5.1. Introduction

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

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

According to the first transitional provision of Spanish Law 26/2022 of 19 December, which amends Spanish Law 38/2015 on the Railway Sector, the system for determining railway fees in force at the time of the entry into force of this Law shall continue to apply until the official approval and publication of the values obtained in accordance with the system established therein.

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

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

5.2. Charging Principles/Prices

These principles are supported by the following figures:

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

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

The use of railway infrastructure and service facilities owned by the railway infrastructure general managers, shall be linked to paying non-tax public property benefits, the so-called railway tariffs.

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

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

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

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

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

ECONOMIC SYSTEM FOR RELATED RAIL SERVICES

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

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

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

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

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

Prices 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.

The general conditions of use of the Information Systems, which the Infrastructure Manager makes available to applicants/railway undertakings, are set out in Annex K. It also determines what information the applicants/railway undertakings must submit to the Infrastructure Manager in so that it can carry out its duties.

5.3.1. FEES

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

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

FEES OF THE STATE RAILWAY SAFETY AGENCY

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

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

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

- **Section 1ª:** Railway company license fee.
- **Section 2ª:** Fee for granting a safety authorization and safety certificate.
- **Section 3ª:** Fees for approving centres, certification of entities and rolling stock, granting titles, or licenses, authorizations to enter into service, and vehicle registration.
- **Section 4ª:** Fee to provide services and to perform activities related to railway safety.



FEES FOR RAILWAY INFRASTRUCTURE MANAGERS

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

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

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

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

  The event that triggers the payment of the fee is the provision of technical reports, the issuing of certificates and other optional actions listed in article four of Decree 140/1960, of 4 February, which validates the fee for reports and other actions to be carried out in the procedures requested before the rail Infrastructure Managers.

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, according to the first transitional provision of the aforementioned Spanish Spanish Law 26/2022 on the Railway Sector (hereinafter "LSF"), the system for determining railway fees in force at the time of the entry into force of this Law shall continue to apply until the official approval and publication of the values obtained in accordance with the system established therein.

FRAMEWORK OF STANDARDS

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

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

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

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

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

A. TARIFF TO ACCESS AND TO PROVIDE CAPACITY MANAGEMENT SERVICES / MODE A

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

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

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

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

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

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

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

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

Using electrical supply facilities for traction current, if available.

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

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

The tariff shall be paid by:

a) In mode A, railway undertakings with allocated capacity to run on the General Interest Railway Network, as well as any subject mentioned in article 34, which is not a railway undertaking, but has allocated capacity.

b) In mode B, railway undertakings using railway lines.

c) In mode C, railway undertakings using electrified facilities.

The tax period coincides with the calendar month.

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

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

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

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

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

a) Tariff for using passenger transport stations **(mode A)**.

b) Tariff for using other service facilities of the general infrastructure managers **(mode B).** This mode includes using sidings, tracks for train setting, and shunting, maintenance, washing and cleaning, and fuel supply. This mode includes also using tracks at passenger stations, i.e., sidings, and tracks used for certain operations.

c) Tariff for using charging points owned by the general infrastructure managers **(mode C).** This mode includes using tracks to load or unload freight.

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

AMOUNT OF FEES

In accordance with Article 96.1 of the Rail Sector Act 38/2015, the use of rail infrastructure and service facilities owned by the general rail infrastructure managers shall give rise to the collection of non-tax public economic benefits regulated in Articles 97 and 98, which shall be called railway fees.

Its determination, which shall be carried out by the rail infrastructure managers according to the provisions of Article 100, shall be approved by means of a Regulation adopted by its Board of Directors, which shall be published in the 'Official State Gazette' and incorporated into the network statement.

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

During the financial year 2026, the tariffs of charges included in the last Regulation published in the Official State Gazette and in force shall be applicable.

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 Stations, as well as terms, access conditions and prices, are available in Chapter 7 of this DR and in the descriptive sheets of the service facilities, PISERVI application, which are available on the infrastructure manager's website as an annex to this Network Statement.

5.5. Prices and Supplementary Services

Supplementary services at service facilities owned by Adif -to facilitate the operation of the rail system- shall be provided to Railway Undertakings and other Applicants in accordance with Art. 44 in Law 38/2015 of 29 September of the Rail Sector.

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.
Invoicing Unit	• Per Study • Per Running Plan • Per service
Conditions of application	These traffics are governed by national and international regulations in force for Exceptional Transports, Gauges Technical Instruction and UIC leaflet 502/1. Given any communication to suppress or change the running date of Exceptional Transport less than 72 hours in advance and given no force majeure, the R.U. shall pay 15% estimated costs value for the transport provision.

SC-1	EXCEPTIONAL TRANSPORTS	INVOICING UNIT	PRICE YEAR 2024
	Studies by Adif associated with the viability and safety of transport traffic.	BY STUDY	93 € / h /agent
	RUNNING PLAN		
	Itinerary A territorial operating area	RUNNING PLAN	950 €
	Itinerary TWO or more operational	RUNNING PLAN	1,500 €
	Territorial areas	SERVICE BORROWED	68 € / h /agent
	Transport escort and assistance	SERVICE BORROWED	658 €/100 Km. and 6.6 €/Km. When it exceeds the initial 100 Km
	Vehicles supporting traffic (*)	SERVICE BORROWED	68 € / h /agent
	Extraordinary opening of Stations	SERVICE BORROWED	Cost of the service

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

The prices for the year 2026 contained in this document apply only to the complementary services provided in the service facilities belonging to the general interest railway network and railway service areas managed by the Infrastructure Manager.

These prices shall enter into force on 1 January 2026 and shall remain in force until 31 December 2026 and shall remain in force thereafter until such time as new prices are adopted to replace them.



SC-2 TRACTION POWER SUPPLY

To provide traction current supply, any railway undertaking performing railway traffic shall sign a service provision agreement with ADIF Alta Velocidad, prior to starting their railway activity. (See annex I)

ADIF- Alta Velocidad - as Service provider - is implementing a new invoicing system for this Supplementary Service so that RUs shall be invoiced within a liberalized framework of national passenger transportation, in a transparent and non-discriminatory way. Therefore, RUs can define in their business plans the foreseeable costs for supplying electrical traction power.

ADIF- Alta Velocidad is following the trend seen in European countries to invoice every RU for the power consumed in every service, the invoicing system is changing towards a model based on Onboard Measuring as an invoicing unit for the service.

The applicable invoicing system in this Network Statement shall be as follows:

a) **On the alternating current electrified network** (mainly high-speed lines), railway undertakings are billing according to the choice made between the following two modalities:
   1. Billing without on-board measurement.
   2. Billing with on-board measurement.

b) **On the direct current electrified network** (mainly the conventional network), the railway undertakings are billed in the following way:
   1. Billing without on-board measurement.
   2. Billing with on-board measurement: This modality is not yet in force.

   ADIF - Alta Velocidad plans to incorporate the option for billing with on-board measurement. Until then, the only billing modality available on the electrified direct current network will be "Billing without on-board measurement".

The scope of application of each of the billing modalities is explained below, as well as the billing scheme for each of them.

1. Billing without on-board measurement. It applies to those electricity units that do not have on-board energy measurement equipment that meets the requirements set out in the relevant section of this Network Statement, or that have such equipment but have not explicitly requested the billing with on-board measurement modality (a1).

The railway undertakings are billed according to the estimated energy values of the electrical units, calculated from the production carried out and measured in gross tonne-kilometres (GTK), collected in the ADIF-Alta Velocidad systems and declared by the railway undertakings. In order to have the energy recovered by electrical units with regenerative braking taken into account for billing purposes, railway undertakings must notify ADIF-Alta Velocidad in advance of the units or series equipped with regenerative braking, by submitting a declaration of responsibility.

The estimation of the values of the energy consumed by an electrical unit from the GTK is based on the following two ratios:

- rc^{i}_{j}: Estimated consumption ratio, valued at pantograph level. It will be expressed in Wh/GTK.
- rg^{i}_{j}: Estimated generation ratio of trains with regenerative braking declared by the railway undertaking, valued at pantograph level. It will be expressed in Wh/GTK.

Consumption estimated using the rc^{i}_{j} ratios (at pantograph level) will be increased by the following loss coefficient, with the aim of raising the consumption estimated using the pantograph at the level of the border point with the electricity sector (at substation level)

- p^i: loss ratio expressed on a per unit basis

With,

- ^{i}: Network type identifier (***ca***, for AC Network; ***ccC,*** for Conventional DC Network; or ***ccR***, for RAM DC Network).
- $_j$: Service type identifier.

These ratios rc^i_j and rg^i_j, will be expressed in Watt-Hours (Wh) per GTK produced (Wh/GTK), so that the energy consumed and regenerated by an electrical unit, valued by the pantograph,

may be determined by multiplying these ratios by GTK production, collected in ADIF-Alta Velocidad's systems and declared by the railway undertaking.

There are two direct current networks with independent energy and economic traction power supply balances, one at 3 kV which feeds the conventional lines and line 116, (Los Cotos-Cercedilla) and the other at 1.5 kV which feeds the RAM lines (Axis08). Although line 116 is fed at 1.5kV, for the purposes of this billing it is considered to be within the 3kV network. Hereinafter, when referring to conventional 3kV lines, it is understood to include line 116.

Taking into account the particularity of the different types of services and networks, a different value of each of the ratios (rc^i_j,rg^i_j) shall be published for each of the service and network types.

2. Billing with on-board measurement: It applies to those electricity units that have on-board energy measurement equipment that meets the requirements set out in the relevant section of this Network Statement and have explicitly requested this billing modality.

The railway undertakings will be billed according to the energy values measured by the on-board energy measuring devices and communicated through the established protocol to the ADIF-Alta Velocidad systems, which will be raised to the level of the supply point by applying the loss coefficient.

In order to be valid for billing, the measured values must be received in due time and form, in the correct format, with the measured power quality code, time, traction system and location suitable for billing. In addition, the measured energy value must be consistent with the consumption value estimated from the circulation data (GTK). All valid measured energy shall be considered for billing, including shunting and parking consumption associated with rail services, and any other measured consumption, even if it does not have an associated service.

If invalid measurement values are received, consumption shall be estimated from the production carried out and measured in Gross Kilometre Tonnes (GTK), collected in the ADIF-Alta Velocidad systems and declared by the railway undertakings. The published estimation ratios (Wh/GTK) shall be used.

The railway undertaking requesting the registration of the electrical unit for billing with on-board measurement is responsible for the correct functioning of the on-board measurement devices and the quality of the latter in its electrical units.

This Grid Declaration includes a rebate on the billing of those electricity units that have opted for this modality. The rebate will consist of a reduction in the energy and ATR tariffs with respect to the tariffs applied to electricity units that have not opted for this billing modality.

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 both the electricity supply costs and the management costs, while maintaining the current criterion of economic neutrality, will be adjusted at the end of the year, with successive settlements of the electricity supply costs and the management costs in accordance with the expenses actually incurred by ADIF-Alta Velocidad during the settlement 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 – Ata 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 M 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.

The management cost rate, called the MCR, will be published annually and will be expressed in €/MWh. See Table 7. The rate is common to all networks. It will be used to calculate the monthly bill to be issued in year N, as well as subsequent bills until the end of the year, at which time the tariff will be adjusted according to the actual costs incurred by ADIF-Alta Velocidad in the settlement period and the best value of the energy requested at the border point.

C. CALCULATING THE INVOICE IN THE ELECTRIFIED ALTERNATING CURRENT NETWORK

Table 1 includes the calculation formulas to invoice Traction Current Supply Service to RUs for every power unit in alternating current electrified network, according to the invoice mode. In the case of invoicing without onboard measuring, it is differentiated according to the service type (freight and passengers), and whether the unit has a regenerative brake stated by the RU for invoicing purposes.

Invoicing bonus with onboard measurement:

Billing with onboard metering will be reduced by reducing energy and ATR rates; not so management costs.

$$TEM^{ca} = TES^{ca} \cdot (1\text{-}BME^{ca})$$

$$TATRM^{ca} = TATRS^{ca} \cdot (1\text{-}BME^{ca})$$

Whereby,

- ***BME^{ca}:*** Bonus to the onboard measure per unit in alternating current. Its value shall be annually published.
- ***TEM^{ca}:*** Power cost for trains equipped with on-board measuring in alternating current [€/MWh].
- ***TES^{ca}:*** Power cost for trains equipped without on-board measuring in alternating current [€/MWh].
- ***$TATRM^{ca}$:*** Charges for any authorized third party to Access the Network with trains (ATR) equipped with onboard measuring, in alternating current [€/MWh].
- ***$TATRS^{ca}$:*** Charges for any authorized third party to Access the Network with trains (ATR) without onboard measuring in alternating current [€/MWh].

Table 1. Formulas to calculate Traction Current Servicing on lines electrified in alternating current for a power unit:

INVOICING MODE	CALCULATION FORMULA
Invoicing with onboarding measure	$[TES^{ca} \cdot (1-BME^{ca}) + TATRS^{ca} \cdot (1-BME^{ca})]\ [ECM^{ca} \cdot (1+p^{ca}) - EGM^{ca}] + [TCG]\ [ECM^{ca} \cdot (1+p^{ca})]$
Inovice without onboard measure, with regenerative braking.	$[TES^{ca} + TATRS^{ca}]\ [(rc_j^{ca} \cdot (1+p^{ca}) - rg_j^{ca}) \cdot TKB_j \cdot 1/10^6] + [TCG]\ [(rc_j^{ca} \cdot (1+p^{ca})) \cdot TKB_j \cdot 1/10^6]$
Invoice without onboard measure, without regenerative braking.	$[TES^{ca} + TATRS^{ca} + TCG]\ [(rc_j^{ca} \cdot (1+p^{ca})) \cdot TKB_j \cdot 1/10^6]$

Whereby:

- ***TCG***: Management Costs [€/MWh].
- ECM^{ca}: Active power consumed by the power unit for an invoicing mode with on-board measuring in alternating current [MWh].

  It includes all the valid measured energy and all the energy estimated using the function rc_j^{ca}.
- EGM^{ca}: Active power regenerated by the power unit for an invoicing mode with on-board measuring in alternating current [MWh].

  It includes all the valid measured energy and all the energy estimated as a function of rg_j^{ca}.
- p^{ca}: Loss coefficient of the electrified network in alternating current per unit.
- TKB_j:TKB produced by the power unit depending on the type of service (j), passengers (v) or freight (m).
- rc_j^{ca}: Estimated train consumption ratio valued at pantograph level, depending on the type of service (j): freight (m) or passenger (v) trains on the alternating current electrified network [Wh/GTK].
- rg_j^{ca}: Estimated generation ratio of trains with regenerative braking declared by the railway undertaking, valued at pantograph level, for for freight (m) or passenger (v) trains on the alternating electrified network [Wh/GTK].

The loss ratio (p^{ca}) will be published on an annual basis, as well as the value of the on-board measurement bonus (BMEca), which affects the tariffs.

Railway undertakings will be billed by aggregating the billing units produced by its electrical units according to the items in Table 1. The billing system will allow railway undertakings to consult the estimated and measured net consumption of their services with a delay of one week from the date of operation, for which it is necessary to set the estimation ratios $rc^{ca}{}_j$ and $rg^{ca}{}_j$, before ADIF - Alta Velocidad knows the actual monthly consumption of the entire network on which the electrical units operate. Consequently, in all cases where energy is estimated, an item relating to energy reconciliation between railway undertakings is added to the monthly bill. The energy to be reconciled is calculated as the difference, which may be positive or negative, between the total net energy (measured and estimated) consumed by the electrical units and the net energy measured at substation level in the railway network. This monthly energy reconciliation closes the energy balance and allows a first settlement to be made in the billing month itself, avoiding any impact on subsequent settlements. The monthly distribution of the energy to be reconciled associated with each railway undertaking shall be made in proportion to the estimated net energy consumed.

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 M shall be fulfilled.

D. INVOICING CALCULATION IN DIRECT CURRENT ELECTRIFIED NETWORK

Table 2 indicates the calculation formulas to invoice the Traction Current Supply Service to RUs for every power unit in direct current electrified network, according to the invoicing method. Invoicing without onboard measuring is differentiated according to the service type (freight, long distance, medium distance and commuter rail for Conventional Network; freight and passengers for RAM), and depending on whether the unit has a regenerative brake stated by the RU for invoicing purposes.

Invoicing bonus with onboard measuring (*):

Invoicing with onboard measuring shall reduce the power and ATR rates; not so the management costs:

$$TEM^{i} = TES^{i} \cdot (1-BME^{i})$$

$$TATRM^{i} = TATRS^{i} \cdot (1-BME^{i})$$

Whereby,

- ***i:*** Identifier of the type of DC electrified network; (***ccC***, for Conventional DC Network; or ***ccR***, for RAM DC Network).
- ***BME^{i}:*** Bonus to the onboard measuring per unit, according to the type of electrified direct current network (***ccC, ccR***). This value shall be annually published
- ***TEM^{i}:*** Power cost for trains equipped with on-board measuring, according to the type of electrified direct current network (***ccC, ccR***) [€/MWh].
- ***TES^{i}:*** Power cost rate for trains without on-board measuring, according to the type of electrified direct current network (***ccC, ccR***) [€/MWh].
- ***$TATRM^{i}$:*** Cost of Third Party Access to the Network (ATR) for trains equipped with on-board measuring, according to the type of electrified direct current network (ccC, ccR) [€/MWh].
- ***$TATRS^{i}$:*** Cost of Third Party Access to the Network (ATR) for trains without on-board measuring, according to the type of electrified direct current network (ccC, ccR) [€/MWh].

(*) Applicable once the option of billing with on-board measurement on the direct current electrified network is incorporated. Until that time, the only billing modality available on the electrified direct current network will be "Billing without on-board measurement".

Table 2. Formulas to calculate Traction Current Service invoicing on lines electrified in direct current for a power unit:

INVOICING MODE	CALCULATION FORMULA
Invoicing with onboard measuring	$[TES^i . (1-BME^i) + TATRS^i . (1-BME^i)] [ECM^i.(1+p^i) - EGM^i] +[TCG] [ECM^i . (1+p^i)]$
Billing without on-board measurement with regenerative braking	$[TE S^i + TATRS^i] [(rc_j^i . (1+p_{\cdot}^i) - rg_j^i) . TKB_j . 1/10^6] + [TCG] [(rc_j^i . (1+p_{\cdot}^i)) . TKB_j . 1 /10^6]$
Billing without on-board measurement, without regenerative braking	$[TES^i + TATRS^i + TCG] [(rc_j^i . (1+p_{\cdot}^i)) . TKB_j . 1/10^6]$

Whereby:

- ***TCG***: Management Costs [€/MWh].
- ***ECM*** ^{i}: Active energy consumed by the electrical unit under the billing with on-board measurement modality, according to the type of direct current electrified network (ccC, ccR) [MWh].

  Includes all valid measu1red energy and all estimated energy as a function of rcj ca.
- ***EGM*** ^{i}: Active energy regenerated by the electrical unit under the billing with on-board measurement modality, according to the type of direct current electrified network (ccC, ccR) [MWh].

  Includes all valid measured energy and all estimated energy as a function of rgj ca.
- p^i: Loss coefficient of the electrified network in alternating current, according to the type of network (i): ccC or ccR per unit.
- TKB_j: TKB produced by the power unit depending on the type of service (j).
- rc_j^i: Estimated ratio of train consumption, valued at pantograph level, for each type of service (j) and as a function of network type (i) on the direct current electrified network [Wh/GTK].
- rg_j^i: Estimated generation ratio of trains with regenerative braking declared by the railway undertaking, valued at pantograph level, for each type of service (j) and as a function of the type of network (i) in the direct current electrified network [Wh/GTK].

The loss coefficient **(p^i)** shall be annually published, as well as the value of the bonus on the onboard measuring **(BME^i)**, affecting the charges.

Railway undertakings will be billed by aggregating the billing units produced by its electrical units according to the items in Table 2. The billing system will allow railway undertakings to consult the estimated net consumption of their services with a delay of one week from the date of operation, for which it is necessary to set the estimation ratios rcj i and rgj i before ADIF - Alta Velocidad knows the actual monthly consumption of the entire network on which the electrical units operate. Consequently, an item relating to energy reconciliation between railway undertakings is added to the monthly bill. The energy to be reconciled is calculated as the difference, which may be positive or negative, between the total net energy (estimated or measured and estimated, once the on-board measurement modality is in force) consumed by the electrical units and the net energy measured at substation level in the railway network. This monthly energy reconciliation closes the energy balance and allows a first settlement to be made in the billing month itself, avoiding any impact on subsequent settlements. The monthly distribution of the energy to be reconciled associated with each railway undertaking shall be made in proportion to the estimated net energy consumed.

All the calculation specified in this section, with regard to energy tariffs, is the result of an economic balance in which only and exclusively the costs associated with the indexation to the OMIE market are taken into account, without there being any effect due to closures in the OMIP market that may have been carried out by any F.T.S. In the event that a F.T.S. has executed any closure in the OMIP market, an additional invoice will be issued to said F.T.S. in accordance with the provisions of 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 M shall be fulfilled.

E. PUBLICATION OF PRICES AND RATIOS

TEvery costs listed in section "B. Price structure", shall be published as follows:

Annually:

Year N-1, upon publishing the Network Statement for year N, the following values will be published in said Statement:

a) For the supplying costs of electrified lines in alternating current:
   - Loss coefficient value p^{ca}. See Table 3.
   - Value of the bonus to onboard measuring, BME^{ca}. See Table 6.

b) For the costs of supplying direct current electrified lines:
   - Loss coefficient value p^{i}. See table 4 (conventional) and 5 (RAM).
   - Value of the discount for on-board measurement, BME^{i}. See Table 7 (Conventional) and 8 (RAM). These values will not be published until the on-board measurement modality is in force.

c) For management costs:
   - Value of the management cost rate ***TCG.*** See Table 9.

In addition, the following non-binding estimates will be published for billing according to the type of lines:

a) Alternating current electrified lines:
   - Converter ratios rc_j^{ca} and rg_j^{ca}, of passengers and freight. A ratio forecast shall be published for every month in the year. This calculation shall be monthly updated, as indicated in the Monthly Publications section..
   - Supply costs. A monthly rate forecast of supply costs shall be published **(TES^{ca}, $TATRS^{ca}$)** for a whole year. This forecast of monthly rates shall be called "Reference Rates". This tariff forecast shall allow RUs to have the necessary information to calculate the costs payable to supply traction power in every month in the current year. This estimate shall be monthly updated, as indicated in the Monthly Publications section.

b) Electrified direct current lines:

- Conversion ratios rc_j^i and rg_j^i, for freight, long distance, medium distance and commuter on the Conventional line, and passenger and freight on the RAM line.

  A forecast of the ratios will be published for all months of the full year (both Conventional and RAM). This estimate shall be updated on a monthly basis, as indicated in the Monthly publications section.

- Supply costs. A forecast of monthly fees (TE^i, $TATR^i$) for the entire year (both Conventional and RAM). This forecast of monthly charges shall be called "Reference Charges". This charging forecast will allow RUs to collect the necessary information to estimate the costs payable for a supply of traction power in every month in the current year. This forecast shall be monthly updated, as indicated in the Monthly Publications section.

Monthly publications:

In month n+1, whereby n is the month when the consumption occurre:

- The energy cost rate (TES^{ca}, TES^i) and the ATR cost rate ($TATRS^{ca}$, $TATRS^i$) on each network, corresponding to the month n, which will be used to issue the invoice in month n+1 for services performed in month n.
- Updating of the rates, TES^{ca}, TES^i, $TATRS^{ca}$ and $TATRS^i$, corresponding to months n+1 and subsequent months until December of the year of month n. They are estimated values according to the conditions of the electricity and rail market at the time of their publication and allow the operator to have a more realistic knowledge of future costs. They will not be binding for billing.
- Conservation ratios rc_j^i and rg_j^i, on each network, corresponding to month n+2, which will be used to issue the invoice in month n+3 for services performed in month n+2.
- Conversion ratios rc_j^i and rg_j^i, on each network, corresponding to months n+3 and subsequent months until December of the year of month n. They are estimated values according to the conditions of the rail market at the time of their publication and allow the operator to have a more realistic knowledge of future costs. They will not be binding for billing.

These values are included in the corresponding tables of Traction Current Supply to Electrified Lines of different networks, as annexed to this Network Statement.

Table 3. Annual Publication of the Loss Coefficient in Alternating Current Electrified Lines:

p^{ca}	0,07

The loss coefficient in the network is 7%.

Table 4. Annual Publication of the Loss Coefficient in Direct Current Electrified Lines in the Conventional Network:

p^{ccC}	0,07

The loss coefficient in the network is 5%.

Table 5. Annual Publication of the Loss Coefficient in Direct Current Electrified Lines in RAM:

p^{ccR}	0,07

The loss coefficient in the network is 7%.

Table 6. Annual Publication of the onboard measuring bonus, BME, in Alternating Current Electrified Lines:

BME^{ca}	0,05

The bonus for an onboard measuring is 5%.

Table 7. Annual Publication of the onboard measuring bonus, BME, n Direct Current Electrified Lines in Conventional Network:

BME^{ccC}	-

Table 8. Annual Publication of the onboard measuring bonus , BME, in Direct Current Electrified Lines in RAM:

BME^{ccR}	-

Table 9. Annual publication of the tcg fee for management costs, on every type of power lines

TCG Rate Management Costs (€/MWh)	1,12

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 udertaking aiming at a price hedging shall send a Request Model 3 Model SC-2 to the RU to close the fix the electric price indicated in Annex C, not later that 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 - AVE MADRID-SUR	13 - AVE MADRID-NORESTE	14 - AVE MADRID-ESTE	15 - AVE 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. CALDERS	08 - GUADALAJARA - BARNA	09 - ÁVILA-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

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 upn 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 M, 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 M)*

H. 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.

In addition, a mechanism of cumulative audits from the beginning of settlement year N is established:

- With regard to supply costs, each of these audits will consolidate the best values obtained from the supply costs received from marketers and distributors, the best value of the energy requested at substations, the best on-board measurement information, the GTKs produced, as well as any other parameter that may influence the economic balance of the specific settlement month, incorporating in turn the possible corrections made in billing. These new calculations will result in adjustments to the bills previously issued and will be passed on to each railway undertaking to the extent that it affects each of them. The audits will consolidate the corresponding monthly settlements.
- With regard to management costs, the year-end audits are calculated on the basis of the rate published in the Network Statement and the best energy consumption value of the electrical units, increased by the railway network losses. After year-end, subsequent audits will consider, in addition to energy consumption, the actual costs incurred in the settlement year.

For a given year **N**, there are 3 half-yearly audits until July of year **N+1** and thereafter 2 annual audits until July of year **N+3**, resulting in a total of 5. Exceptionally, if circumstances beyond the control of Adif - Alta Velocidad make it necessary, a subsequent settlement may be made



ENERGY ONBOARD MEASUREMENT

ADIF-Alta Velocidad, in accordance with the European Union Implementing Regulation 2018/868, allows, from 1 January 2022, the billing of the complementary traction power supply service by means of on-board measurement on the alternating current electrified network for those electrical units that meet the technical requirements.

The billing with on-board measurement modality may be requested for those electrical units that, circulating on an electrified network that has this billing modality enabled, have on-board measurement devices that comply with the requirements established in EU Implementing Regulation 2018/868. On-board measuring devices shall comply with a version of the LOC&PAS TSI equal to or later than the application of this Regulation.

The communication protocol of ADIF-Alta Velocidad ground measuring concentrator (DCS) is based on EN 50463-4:2017 standard, as specified by TSI LOC&PAS through Implementing Regulation EU 2018/868.

Traction units equipped with energy measurement devices certified according to EN 50463:2012 shall require an update of the communication protocol and shall demonstrate the assessment of this update and all parameters affected by it according to the EU Implementing Regulation 2018/868.

APPOINTMENT OF THE ON-BOARD MEASUREMENT MANAGER (RME)

Prior to registering the first electrical unit for billing with on-board measurement, the railway undertaking shall submit the appointment of the On-board Measurement Manager (OMM) according to model 1ME (included in Annex C). By this appointment, the railway undertaking gives the OMM the necessary powers to request the registration or deregistration of an electricity unit in the billing with on-board measurement modality.

The OMM is the point of contact and the party responsible, on behalf of the railway undertaking, for the complete registration process of each electrical unit in the on-board measurement billing modality, including: validation of the technical compliance documentation of the measuring equipment, its registration as a consumption point with ADIF/ADIF-Alta Velocidad, as well as its final registration for on-board measuring billing.

ADIF-Alta Velocidad will provide the OMM with a communication channel for sending requests and documentation once the appointment has been received.

REGISTRATION OF POWER UNITS TO INVOICE WITH ON-BOARD MEASURING

In accordance with EU Regulation 2018/868, ADIF-Alta Velocidad is required to attach to the application for registration of an electrical unit in the on-board measurement billing modality all the documentation relating to the verification and technical compliance of the measurement equipment installed in the said unit, so that ADIF-Alta Velocidad can ensure compliance with the said Regulation.

To initiate the process of registering an electrical unit, each railway undertaking, through its OMM, must send the: "Request for registration of a TYPICAL electrical unit for billing with on-board measurement and validation of the technical compliance documentation of the measurement devices" (model 2 ME, included in Annex C) as well as all the attached technical compliance documentation associated with each on-board measurement device described therein.

The TYPICAL registration unit is defined as the set of the "typical electrical unit" itself and the "typical on-board measuring system" itself.

After verifying the technical compliance of the request, ADIF-Alta Velocidad will proceed with the registration and connection of the on-board energy measuring system (EMS) as a consumption point in the ADIF-Alta Velocidad systems. Once the connection has been established, a commercial service test period is initiated to verify the continuous communication between the EMS and the DCS (Data Collecting System) and the quality of the received measurement.

This test period shall consist of a minimum of 10 days of running, which may be extended to a minimum of 20 commercial services per traction unit and network operated.

At the end of the test period, ADIF-Alta Velocidad will analyse the performance of the on-board measurement in the electricalunit and will communicate the results to the OMM within a maximum period of 3 months. The registration date when the power unit shall start invoicing using the onboard measuring mode shall be the one corresponding to the first day of the month, following the date after communicating that the power unit passed the test.

Once a "TYPICAL registration unit" has been registered for billing with on-board measurement, the railway undertaking may request the registration of any electrical unit identical to and associated with the "TYPICAL registration unit" by means of the "Request for registration of a NON-TYPICAL electrical unit for billing with on-board measurement and compliance documentation of the on-board measuring system" (Model 3ME).

As with the registration of the "TYPICAL registration unit", after verifying the technical compliance of the request, ADIF-Alta Velocidad will register and connect the on-board energy measuring system (EMS) as a consumption point in the ADIF-Alta Velocidad systems. Once the connection has been established, a commercial service test period is initiated to verify the continuous communication between the EMS and the DCS (Data Collecting System).

This test period shall consist of a minimum of 10 days of running, which may be extended to a minimum of 20 commercial services per traction unit and network operated.

At the end of the test period, ADIF-Alta Velocidad will analyse the performance of the on-board measurement in the electrical unit and will communicate the results to the OMM within a maximum period of 3 months. The registration date on which the electricity unit is billed using the on-board measurement shall be the date corresponding to the first day of the month following the date of notification that the electrical unit has passed the test period.

Once a traction unit is registered for the billing with on-board measurement modality, the SC-2 service shall be billed in this modality for all railway undertakings that perform services with it, regardless of whether it was another railway undertaking that requested the registration in the on-board measurement billing modality for that unit. It should be noted that this always requires a valid traction power supply contract.

SUPPLEMENTARY DOCUMENTATION

The SC-2 Service request models are available in Annex C.

5.6. Prices and Ancillary Services

Ancillary Services are those that the RUs or other Applicants may request from the rail infrastructure manager or other providers.

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

The operator of the service facility shall not be obliged to provide such services, but if it offers them to any railway undertaking, it shall provide them on a non-discriminatory basis to any applicant requesting them.

The provision of ancillary services shall be carried out under private law.

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

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

The 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

The applicable charges shall be set in the Ruling fixing railway tariffs, as approved by the Board of Directors of the infrastructure manager, which shall be published in the "Official State Gazette".

5.7.4. PENALTIES FOR PATH CANCELLATION

The applicable charges shall be set in the Ruling fixing railway tariffs, as approved by the Board of Directors of the infrastructure manager, which shall be published in the "Official State Gazette".

5.7.5. INCENTIVES / DISCOUNTS

1.º Interim bonus to encourage an increase in rail transportation

To encourage an efficient operation of the railway network and to promote new railway transport services, the railway infrastructure manager may add a bonus to the minimum access fees of railway lines in the General Interest Railway Network, for annual traffic increases, depending on the type of line and type of service.

The applicable bonuses shall be set in the Ruling fixing railway tariffs, as approved by the Board of Directors of the infrastructure manager, which shall be published in the "Official State Gazette".

2.º Bonus to encourage an ERTMS system implementation.

Bonuses may be added to the fees governed in this section to encourage an ERTMS system implementation in trains. These bonuses will have no impact on the railway infrastructure manager's income. These bonuses will exclusively affect the area determined in accordance with European Union Law.

The applicable bonuses shall be set in the Ruling fixing railway tariffs, as approved by the Board of Directors of the infrastructure manager, which shall be published in the "Official State Gazette".

3º Bonus to encourage the use of available infrastructure capacity.

To promote the use of the infrastructure's available capacity, the infrastructure manager may add a bonus to the tariff for using the lines in the General Interest Railway Network, both in modes A and B, as applicable to certain paths available on section(s) of the railway infrastructure. Said bonus shall be determined by the following criteria::

- The bonus paths shall be determined. Said paths may cover a rail line, section thereof, or be a set of paths covering a line or a section therein, or a geographical area determined by rail line sections.
- A time interval shall be determined within a service validity period during which the bonus will be in force.
- The traffic in the bonus strips shall be related to the bonus set for the tariff. Traffic may be determined by train-kilometres, frequency amount, passenger amount or passenger-kilometre amount. Different bonuses may be set within the same time interval and for different traffic volumes.
- Upon publishing the discount, railway undertakings may present a traffic volume that they undertake to perform in a period determined by the manager.
- Depending on the traffic volume, the total tariff for an interim period to be paid by the operator shall be determined applying the corresponding bonus.
- The fee resulting from the entire period shall be monthly paid by the operator during the bonus valid period in equal parts.
- Only the tariff part corresponding to traffic not performed and therefore are below the traffic committed by the railway undertaking shall be returned if said traffic decrease is not attributable to the railway undertaking..
- The manager may state that, should the railway undertaking perform more traffic than the committed one, said traffic shall be rewarded with a percentage of planned bonus.

The applicable bonuses shall be set in the Ruling fixing railway tariffs, as approved by the Board of Directors of the infrastructure manager, which shall be published in the "Official State Gazette".

The bonuses included in this section, paragraphs 1, 2 and 3 shall apply in a similar way, to similar services, and in a non-discriminatory manner to every railway undertaking.

BONUSES FOR USING SERVICE FACILITIES.

Bonuses for using service facilities are included in Chapter 7. Service Facilities.

5.8. Performance Scheme

In accordance with 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 the above, the Infrastructure Manager has agreed with the railway undertakings and applicants the main parameters of the incentive system (MPIS) and, in accordance with the above-mentioned Spanish FOM Order, the following values are indicated:

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

PRODUCT	PUNCTUALITY MARGIN	OBSERVATIONS
HS Long Distance	15′	
HS Medium Distance	15′	
Long Distance NOT HS	30′	
Medium Distance NOT HS	30′	
Commuter	20′	
Freight	100′	With the parameter of Adjusted Offer and Net Delay

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

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

  The difference, measured in minutes, between the delay on arrival (RLL) and P.P.S.I indicator (Ip) determines the Computational Delay (Rc):
  Rc= RLL- Ip

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

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

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

TABLA 1. INDICADORES DE P.P.S.I. PARA TRENES POR PRODUCTOS		
PRODUCT	PUNCTUALITY MARGIN	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)	AV 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.- On 1 January 2024, a new punctuality measurement and control system for commuter services came into operation. Criteria have been introduced that are more in line with current European standards and closer to the vision of the passenger using these services. On the basis of these new criteria, work has begun to incorporate commuter services into the Incentive System, with an implementation horizon of 1 January 2026.

Incentive System Table

INCENTIVE SYSTEM. Economic balance
This information will be published in the December 2025 update.

SUMMARY OF INFORMATION RELATED TO DISAGGREGATION BY TYPE OF DELAY
This information will be published in the December 2025 update.

Incentive System Monitoring Committee.

The Performance Monitoring Committee, as prescribed by Spanish Order FOM/189/2015, is composed of the Infrastructure Manager and the railway undertakings, with the participation of the Spanish National Commission for Markets and Competition (CNMC). It was incorporated in 2018, with all the companies operating in the General Interest Railway Network (RFIG) being incorporated at the end of that year. Since then, new companies that start operating in the RFIG are automatically incorporated into this committee.

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.

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, 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. Payment of Fees, Tariffs, and Prices

PAYMENT OF FEES AND TARIFFS

Fee for a special use or operation of public railway property, Rail Sector Law, art. 93. The railway infrastructure manager shall settle this fee for calendar years, except for any accrual for periods shorter than the calendar year, which will be fixed for that term in the year.

Notifications of fee settlements shall preferably be electronically performed if the interested party is obliged to collect them this way.



Payment shall be made within twenty working days of notification by bank transfer to the account of the credit institution that provides the cash service to this Administration and which will be indicated in the settlement. Payment shall be deemed to have been made on the date on which the corresponding amount is credited to the account specified in Article 37 of the General Collection Regulations.

The valid collection period begins the day after the period indicated above expires. The surcharges for the valid period accrue upon starting said period (in accordance with General Tax Law and General Budget Law).

Regarding Railway Tariffs, the described modes may be subject to individual or joint settlements, as under Rail Sector Law 38/2015, of 29 September.

Notifications of railway fee settlements will preferably be carried out electronically and when the interested party is obliged to receive them by this means.

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

The executive collection period begins the day following the expiration of the period indicated above, the surcharges for the executive period accrue with the beginning of said period (in accordance with the provisions of the General Tax Law and the General Budget Law).

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. 7.3.1 Conditions of Use of the Facilities.

According to Article 4.2 of Spanish Royal Decree 929/2020 "Railway undertakings and Infrastructure Managers shall be responsible for the safe operation of the railway system and for the control of risks related to it, each of them in respect of the part of the system for which it is responsible", the responsibility for the safe operation of the railway system and for the associated risk control lies with the Infrastructure Manager and the railway undertakings. They are therefore obliged to define and implement the necessary risk control measures and, where appropriate, to cooperate with each other. Accordingly, the safety management systems (SMS) of Infrastructure Managers and railway undertakings shall, in accordance with the applicable rules, establish the necessary internal rules and procedures to ensure compliance with the provisions of this Regulation and all other national and European safety rules, including the Common Safety Methods and the TSI Traffic Operations and Management.

The rail infrastructure manager has in its Management Safety System (SGS) a set of essential standards and provisions for train traffic and shunting, safely and efficiently performed. Staff involved in performing tasks related to traffic is bound to know them, in the part that affects them, in order to be able to apply them when performing their duties.

Where staff involved in traffic related tasks are external to the Infrastructure Manager but perform activities for the Infrastructure Manager or provide services to third parties in service facilities owned by the Infrastructure Manager (railway undertakings, companies providing services to railway undertakings, etc.), they shall be provided with the necessary documentation and information concerning them from the Infrastructure Manager's SMS.

The Atlantic and Mediterranean rail freight corridors shall be governed by the rules governing traffic on every line in these corridors.

Railway Traffic Standards. Railway Traffic Standards in force, as well as any supplementary standard, is available on AESF website: www.seguridadferroviaria.es

In chapter 7 under this Network Statement, access conditions to service facilities are detailed in section 7.3.1, indicating the general principles that shall be taken into account - in the facility owner obligations and RUs obligations - these include a need to coordinate - both by the railway infrastructure manager and railway undertakings - the safety management system procedure – SGS - that shall govern the service provision or receiving terms.

Likewise, the facility owner shall provide railway undertakings with a list of authorized personnel, as well as the training programs that are a basis to grant authorizations. It is also the obligation of RUs to qualify personnel providing services at a service facility.

Regarding Rail Safety, some applicable criteria and conditions are detailed below:

GENERAL CRITERIA

Railway rolling stock shall be duly approved for traffic and the personnel involved in running processes shall have the corresponding professional authorization, in accordance with applicable regulations at all times, taking into account that a Railway Undertaking - or the railway infrastructure manager, from time to time – shall be liable for stabling operations and obligations, rolling stock immobilization deposited at the service facility, train setting, as well as signalling, formation and braking, and load arrangement in wagons, in the event of train commissioning inherent to their own activity.

OPERATING CONDITIONS

The power to direct train traffic and shunting corresponds to the rail infrastructure manager signalman, and he/she may be assisted in the process of traffic by RU personnel or the rail infrastructure manager, which the corresponding professional authorization.

This personnel shall perform under orders from the signalman certain tasks as required, such as point operation and barriers at level crossings, shunting and other complementary tasks. Therefore it is necessary to have available service tools and media as provided for under the standards in order to ensure the adequate transmission of orders and information on traffic processes.



The rail infrastructure manager shall activate line diversions if completely arising from the interlocking box that they manage. The client using the service facility shall activate line diversions - either manually or electrically operated – at the diverting point.

Any personnel providing services related to Traffic Safety shall know the Orders or any other regulatory documentation published by the Infrastructure Manager, regarding safety facilities to be used or type of operation to be performed in the operational scope of the service facility or local concerned, subject to any safety inspection or accident investigation carried out on behalf of the railway infrastructure manager. In any case, upon forming the train it is up to the RU, to put the train to run at their own sake.

In accordance with additional provision seventeen, Rail Sector Act, border sections are considered to be rail infrastructures included in the General Interest Rail Network located on borders with France and Portugal. These sections - as well as their operating conditions - are described in section 2.2.2, chapter 2.

According to regulations, and in order to facilitate border traffic purposes, there may be exceptions to General Interest Rail Network RFIG applicable regulations, i.e. regarding personnel, rail rolling stock, railway traffic or safety certificates from railway undertakings, and these exceptions shall apply on the border section to traffic originating or destined to the Rail General Interest Network station defining the border section.

LANGUAGE

Any communication regarding Traffic Safety in the Network managed by Infrastructure manager will be in Spanish, in accordance with in Article 5.6 of the 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

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

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

https://www.seguridadferroviaria.es/

Standard supplementing RCF:

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

- a) Set criteria to facilitate its application.
- b) Adapt its application to specific cases.
- c) Identify and reduce risks, minimizing their consequences.

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

- Orders.
- Warnings.
- Train schedules.

Any traffic regulatory documentation, updated at all times, and published by 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.

National or European standards governing railway safety and interoperability is available on the official website of the State Railway Safety Agency (AESF):

- National regulations: https://www.seguridadferroviaria.es/normativa/normativa-nacional/normativa-general-ferroviaria.
- European regulations: https://www.seguridadferroviaria.es/normativa/normativa-europea/normativa-en-materia-de-seguridad.

6.3. Operational Measures

6.3.1. PRINCIPLES

Traffic control will be performed by 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.

The railway undertakings' Contingency Plans, and in particular Annex 1, shall identify the authorised persons or bodies capable of taking rapid operational decisions, in particular with regard to operations and traffic disruptions.

6.3.2. OPERATING REGULATION

Criteria for Traffic Control

Traffic control should be based on transparent and non-discriminatory principles. Since its main purpose is to ensure maximum punctuality according to the allocated capacity, the rail infrastructure manager may apply, as it deems appropriate, the following regulatory criteria:

- Preference of trains with capacity reservation (regular and occasional paths) over trains without capacity reservation (immediate paths).
- Preference for trains running in their path against those running behind schedule, with the purpose of minimizing the spread of delays in the mesh (mesh contamination).
- Preference in the event of disruptions in rail traffic due to a technical failure, accident or any other incident. In this case, appropriate measures shall be taken to restore a normal situation, as required by Article 37 in Law 38/2015 of 29 September of the Railway Sector.

6.3.3. TRAFFIC DISRUPTIONS

Applicable standards for traffic control, state that punctuality is not an exclusive duty of the railway infrastructure manager. RUs play a very important role in ensuring that the trains (they own or of other RUs) run without delay. For this reason, the railway infrastructure manager will promote quality agreements with different RUs on service quality objectives and actions.

Pursuant to Art. 37 of Spanish Law 38/2015, of 29 September, on the Railway Sector and Art. 6.1 and 6.2 of Spanish Royal Decree 929/2020, of 27 October, on the Safety and Interoperability of Railways, in the event of an interruption in rail traffic due to technical failure, accident or any other incident, the Infrastructure Manager shall take all appropriate measures to restore the service. Railway undertakings are obliged to provide the Infrastructure Manager with the resources and cooperation requested. For the use of these resources, the railway undertakings which did not cause the disruption of rail traffic shall be paid an appropriate consideration, calculated in accordance with the provisions of the relevant order of the Spanish Minister for Transport and Sustainable Mobility, unless there is a prior agreement between the parties concerned. In its development, this Ministerial Order must be reported by the Spanish National Commission for Markets and Competition (CNMC)..

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.l, of 27 October setting a Contingency Plan agreed upon with the railway infrastructure manager. For more information hereto, consult the Directory, section 1.6

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

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

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

6.4. IT APPLICATIONS

ADIF 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

Train Information System (TIS)

TIS is a web-based application that supports international train management by delivering real-time train data concerning international trains. The relevant data are obtained directly from [IM name]'s systems and all the information from the different IMs is combined into one train run from departure or origin to final destination. In this manner, a train can be monitored from start to end across borders.

Railway undertakings and service facility operators may also have access to the TIS by signing the TIS User Agreement with RNE. By signing this Agreement, TIS Users agree that RNE will share train information with cooperating TIS Users. The TIS user will have access to the data relating to their own trains and to the trains of other TIS users if they cooperate in the same train traffic (i.e. default data exchange).

Access to TIS is free of charge. A user account can be requested via the RNE TIS Support:

support.tis@rne.eu

More information can be found on http://tis.rne.eu

International Contingency Management (ICM)

ICM is a web application dealing with international contingency management, it is currently not applicable to Infrastructure manager managed Network area.



7

SERVICE FACILITIES

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7.1. Introduction

The following are service facilities, for the purposes of Law 38/2015 of the Railway Sector,

- Passenger stations, as well as the buildings and related facilities, including travel information boards and a suitable location for ticketing services.
- Loading terminals,
- Marshalling yards, and train setting facilities, including shunting facilities.
- Sidings, including tracks located at passenger stations, if used for that purpose.
- Maintenance facilities, except for heavy maintenance facilities dedicated to high-speed trains or other types of rolling stock that require specific facilities.
- Other technical facilities, including washing and cleaning facilities.
- Maritime and river port facilities linked to railway activities.
- Emergency facilities.
- Fuel supply facilities and fuel supply in said facilities.
- Axle changers.

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

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

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

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

The 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.

The increase in services on the Spanish rail network following the liberalisation of passenger transport has led to an enormous increase in the volume of passengers transported, particularly on the three corridors covered by the framework agreement. Anticipation of this gradual increase in services has led to declarations of congestion at certain service facilities. However, the main impact of these congestion declarations is on the track capacity allocation process and not on the management of passenger flows in terminals and platforms.

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

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

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 service facilities access requests 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.

Applications may only be denied when there are viable alternatives that allow rail undertakings to operate passenger or freight transport services on the same lines or alternative lines under economically acceptable conditions. However, this shall not imply the obligation of the person in charge of the service facility to make investments in resources or equipment that are necessary to meet all the requests made.

7.2. General Considerations on Service Facilities

Access conditions to service facilities connected to the infrastructure manager's network are in the **Descriptive Leaflets for Service Facilities**, available on the infrastructure manager's website as an annex to this NS and on PISERVI application.:

- Passenger stations
- Passenger stations (commuter and metric gauge - RAM)
- Loading terminals (General requirements and access conditions are indicated on the PISERVI application).
- Port, maritime and river facilities connected to rail activities
- Rail equipment maintenance facilities
- Facilities for private use connected to the General Interest Rail Network
- Track Gauge 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 ifacility, type of service, etc., to enable railway undertakings and other logistics operators a planning of rail services.

It also has an interactive map of the General Interest Railway Network (RFIG) with the ability to combine different search criteria. In this case, the facilities resulting from the searches will be represented on the map viewer and its Descriptive File may be selected and displayed.

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.

IIn both Catalogues the facilities are grouped into:

- All Passenger Stations/Loading 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 Environmentall.

The railway infrastructure manager may provide services at service facilities located at:

- Loading terminals
- Passenger 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 loading 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.

SUPPLEMENTARY SERVICES

Supplementary services are provided at service facilities, owned by the railway infrastructure manager, aimed at enabling railway system operation, these shall be provided to Railway Undertakings and other Applicants as set in Art. 44, Law 38/2015, of 29 September, Railway Sector Act.

Supplementary Services offered by the railway infrastructure manager at any time, through the Network Statement, shall be provided in a non-discriminatory way to any Railway Undertaking requesting these.

These services are provided within the general scope of RFIG and are defined in chapter 5 of this Network Statement.

ANCILLARY SERVICES

RUs may request Ancillary Services to the railway infrastructure manager or other providers. The service facility operator shall not be obliged to provide these services, although in case of providing these, it shall be in a non-discriminatory way to any Railway Undertaking that requests these.

Ancillary services are provided at service facilities, owned by the railway infrastructure manager, to Railway Undertakings and other Applicants as set established in Art. 44, Law 38/2015, of 29 September, Rail Sector Act. These services provision shall be under private Law.

7.3.1. COMMON PROVISIONS

CAPACITY AWARDING AT SERVICE FACILITIES

Capacity allocation at service facilities is the allocation, by the railway infrastructure manager, of capacity at a service facility.

Access requests to services provided at passenger stations shall be in accordance with the procedure included in section 7.3.2.6. The general access requirements and conditions are included in section 7.3.2.5.

Capacity request at service facilities, tracks, shall be through SYACIS application - in accordance with transparent and non-discriminatory criteria. To this end, there is a standardized process, applicable to service facilities managed by Adif that are located at passenger transport stations, at loading 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.

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

Allocation and use of service facilities shall be upon paying rail tariffs under Rail Sector Act, Art. 98, on setting the structure of railway fees and tariffs.

In accordance with Law 26/2022, transitory provision one of 19 December, amending Rail Sector Law 38/2015 on provisionally applying current tariffs and suspending the entry into force of an amendment to certain sanctions, the system to determine valid railway tariffs when this law enters into force shall still apply until approving and officially publishing the values obtained according to this law.

Therefore, until publishing the Regulation on new charges, the following procedures will still apply:

This process shall apply to capacity allocation requests to use.

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. TYPE A1 REQUEST, for Periods of Continuous Use

Capacity reserve if the client requires it during 24 hours in a day, a usage for 30 calendar days or longer, and up to a maximum of 4 years.

2. TYPE A2 REQUEST, for Occasional Use Periods

Capacity reserve in cases where the client demands using for hours or full day (from 00:00 hours to 24:00 hours) the facility, for a period between two dates, for consecutive days, intermittent or cadenced.

These requests shall be linked to a train.

Without Capacity Reserve

For Occasional Use Periods

Capacity request in cases where the client demands an occasional use of the facility either for a full day from 00:00 hours to 24:00 hours, or for hours.

Exceptionally, the client may require an immediate punctual use for hours, without the possibility of knowing precisely the service facility (concrete track) or the time of use.

These requests shall be linked to a train without certain running.

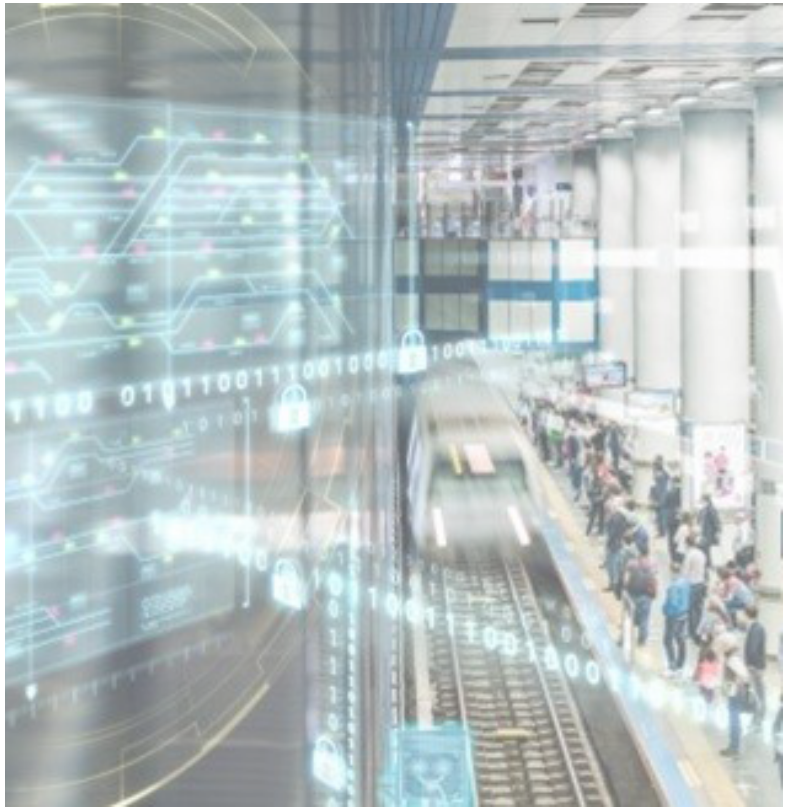
B. ALLOCATION CALENDAR

Requests made to the Service Facility Manager (GIS), through the SYACIS application, shall be submitted with the following deadlines:

For Requests type A: with Capacity Reserve

The Service Facility Manager will make available to clients, every two months, service facilities available so that they can make this type of request.

In order to respond to requests submitted after the deadline and resulting in a a substantial alteration by the client of the operating schemes, the Service Facility Manager shall assess the extent of the needs, informing in due time of any provisional capacity allocation and, in any case, it shall be necessary to make a new request on the next allocation period.



For Requests Type B: Without Capacity Reserve

These requests shall be made at least seven calendar days in advance.

For exceptional and justified reasons, clients may request capacity for a service facility with less than seven calendar days in advance. Said type of requests can only be presented from Monday to Friday, before 12 o'clock on the day before train departure, and shall identify the train to which the request is linked. The response shall be notified before 18:00 on the same day.

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 2026 is detailed below.

CALENDAR

2026

JANUARY

Mo	Tu	We	Th	Fr	Sa	Su
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

Mo	Tu	We	Th	Fr	Sa	Su
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH

Mo	Tu	We	Th	Fr	Sa	Su
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL

Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY

Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY

Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

Mo	Tu	We	Th	Fr	Sa	Su
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER

Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

Mo	Tu	We	Th	Fr	Sa	Su
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

Mo	Tu	We	Th	Fr	Sa	Su
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER

Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Reception of applications | Provisional allocation | Allegations | Capacity communication | Capacity upgrade

C. PROCESS PHASES

The Service Facility Manager shall analyze client requests, optimizing response times and the capacity of the facility.

The capacity allocation process is divided into the following phases:

REQUEST PHASE AND CAPACITY STUDY

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.

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 J Conflict Resolution Procedure.

Claim Phase

In this phase, clients may make claims on the proposal for provisional capacity allocation that GIS communicated. Requests, which are not possible to satisfy, will be duly communicated.

For more information see Annex K Conflict Resolution Procedure.

Communication Phase of Definitive Capacity Allocation

Finally, the GIS will communicate the definitive capacity allocation, through SYACIS application. The Service Facility Manager will publish the accepted capacity, which shall not breach at any time the principle of confidentiality.

D. SPECIAL MEASURES IN CASE OF RAIL TRAFFIC DISRUPTIONS

Should it be necessary during the transport process to segregate or remove material, due to incidents that occurred, in order to avoid problems with rail traffic, railway infrastructure manager traffic area may exceptionally allocate capacity, and the client is compelled to update this allocation on SYACIS application as soon as possible.

E. MONITORING AND CONTROL OF THE ACTUAL USE OF ALLOCATED CAPACITY

Clients are obliged to use the capacity obtained at service facilities under the terms of use accepted and making optimal use thereof.

The unjustified unuse or lack of systematic use, attributable to the client, of a service facility, involving an important breach of an efficient use, may be a reason to modify or delete the capacity allocated by the Service Facility Manager.

The Service Facility Manager may perform analysis of the level of use of the service facilities as deemed appropriate with the information given by clients or available by the Service Facility Manager.

F. CANCELLATION OF THE CAPACITY ALLOCATION

Clients may request to cancel the assigned capacity at service facilities subject to modes D and E. Cancellation requests will be submitted by computing means to GIS. After analysing the request, the railway infrastructure manager shall inform the requesting client of the decision made..

For facilities with capacity reserve for a period of continuous use, or for a certain period of hours or full days, cancellations must be performed at least 30 calendar days in advance and:

- When 50% of the allocated period has not been used, a minimum amount equivalent to 50% total tariff shall be paid.
- When over 50% of the allocated period has been used, no penalties shall be payable.

For facilities without reserved capacity which have been requested for an occasional use period of a full day or hours.

- Any cancellation made with more than 24 in advance of the use of the facility, shall not be penalised.
- Any cancellation made less than 24 hours in advance of the facility use shall entail the payment of 100% tariff.

G. MAINTENANCE AND EXCEPTIONAL CAUSE

Whenever required to perform maintenance work at service facilities, the Service Facility Manager may change on a temporary basis the allocated capacity prior communication with 30 days notice to the affected clients.

When for exceptional and duly justified reasons, some service facility has been temporarily unusable, the GIS reserves the right to a partial modification or cancellation of the allocated capacity, which will be communicated to the client with the alternatives that could be offered, derived from this circumstance. Affected clients shall not be entitled to claim compensation.

TERMS FOR USING SERVICE FACILITIES

With the entry into force of article 100's new wording (in accordance with the amendment to Rail Sector Law 38/2015, of 29 September, by Law 26/2022, of 19 December), charges shall be determined by Railway Infrastructure Managers, approving a Regulation signed by the Board of Directors that shall be published in the Official State Gazette and included in the Network Statement.

The tariff does not include the electricity, water, diesel, telephone service supply or of another type, which shall be separately invoiced, depending on the data provided by the owner.

In cases where, for reasons beyond the client, the facility is not in work order under the terms set in this document, there shall be no tariffs accrued.

OBLIGATIONS OF THE RAIL INFRASTRUCTURE MANAGER

Rail Infrastructure Manager has the following obligations with regard to the use and functionality of the service facilities:

- Ensure access to the facility when there is available capacity.
- Respond to client requests for capacity in good time according to the allocation process.
- 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.
- Inform clients of changes to the catalogue of service facilities.
- Written response to client complaints within a maximum period of 30 days after receipt.
- 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.
- Inform clients of plans to expand and improve of assets linked to the facility, driven by increased client demand.
- Inform railway undertakings of infrastructure manager procedures that define the activities performed at railway service facilities.
- 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:

- Ensure, before requesting the capacity of a service facility, the suitability to function as designed.
- 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.
- 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, ...
- 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.
- Inform the owner, at the beginning of using the facility of any circumstance involving the lack of effectiveness of the service facility.

- 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.
- Use the facility for the purposes specified in their request for capacity.
- Guard the rolling stock, the loading ancillary items and the freight at service facilities owned by the client.
- Inform the owner of the facility of any accident or incident as well as anomalies or failures that occur at the service facility.
- Remove rolling stock from service facilities upon expiring the time given in the capacity allocation, leaving it in operating conditions.
- Provide that qualified personnel who are going to coordinate train operations with the railway infrastructure Manager Signalman are at the service facility with sufficient time to avoid delays in his/her operations.
- Inform the infrastructure manager of the railway undertaking procedures that define the activities performed at railway service facilities.
- Coordinate, together with the infrastructure manager, SGS procedures that shall govern the conditions of the services received.
- 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.

TRANSPORT OF DANGEROUS GOODS

In accordance with the provisions of the Railway Sector Regulation (RSF), if the capacity requested by a customer is to be used for the transport of dangerous goods, this must be stated in the request, together with the guarantees offered to ensure the safety of third parties and infrastructure.

The transport of dangerous goods is carried out in accordance with the requirements of the Regulation on the International Carriage of Dangerous Goods by Rail (RID) and Spanish Royal Decree 412/2001 of 20 April 2001, Article 4 of which establishes the general rules of transport. (See section 3.4.3 of the Network Statement).

In service facilities, special attention shall be paid to the application of the protective distance between wagons or large containers for the purpose of stabling with other trains loaded with dangerous goods on adjacent tracks of the same freight terminal.

INCIDENTS, ACCIDENTS AND 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 te sole responsibility of the client, if so required to environmentally recover and clean the service facility given any spillage or leakage, as well as strict compliance with industrial, environmental and safety standards at a national, autonomic or local level.

INAPPROPRIATE USE OF A SERVICE FACILITY

It is considered inappropriate use of a service facility:

a. To perform activities with a purpose different to the functionality defined for the service facility.
b. 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.
c. Breach the rail safety, labour risk and environmental standards.
d. Use the facility without the proper capacity allocation.
e. Use or occupy the facility out of the capacity allocated.
f. 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:

- 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.
- 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.
- The Service Information Manager shall pass to the client that inappropriately occupies the service facility the tariff for an occasional use period.

Notwithstanding the above, in the event of any breach of the conditions of use of the facility, could apply Title VII, Penalty and Inspection System of Rail Sector Act.

USE OF FACILITIES BY SEVERAL SUCCESSFUL BIDDERS

A service facility may be used by multiple clients, although the facility is allocated, with reserved capacity, initially to a client (main contractor), for a period of time and provided it is not saturated.

The Service Information Manager may request to the main contractor that other clients use this service facility (secondary awardees), if the surplus capacity is compatible with operations scheduled by secondary awardees.

The main contractor may authorize the use of this excess capacity in favor of secondary, in which case they shall be entitled to the allowances provided for under Rail Sector Act.

In cases where the main contractor and the Service Information Manager agree to use excess capacity by the secondary, the main contractor shall be obliged to make it available in the agreed timetables.

Should the main contractor not access to share the excess capacity, the System information Manager shall verify the use of the allocated capacity and may modify it if it is compatible.

USAGE MEASURING CRITERIA OF THE ALLOCATED CAPACITY

The System Information Manager shall measure the use of the capacity allocated to the clients at service facilities depending on the effective ocupation thereof (use) and of the allocated capacity (availability).

In order to measure the effective use, the total length of tracks occupied in service facilities with identical functionality, at a determined station or terminal, during the allocation period.

To calculate the allocated use, the total length of tracks allocated shall be taken into account at service facilities with identical functionality, of a particular station or terminal, for the allocated time.

The use shall be determined by the relationship between the effective use and the allocated.

In the event that the Service Information Manager expects that a particular service facility may be used by multiple clients, he/she may request a responsible statement for the level of activity that will be carried out in it, in order to compare the estimations made by the client which served as the basis for his/her capacity request and the effective use he/she is making.

Given the risk that some companies intend to have a long-term capacity, particularly at the most congested facilities, the rail infrastructure manager reserves the right to introduce, with immediate effect, stricter use thresholds that would justify the revocation of such capacity or, given the case, the mandatory facility sharing with secondary awardees.

CLAIMS

The client has the right to file a claim to the owner of a service facility in case of discrepancy in their actions.

These claims shall be submitted within one month after the event or the corresponding decision that caused the discrepancy.

The owner of the facility agrees to give written response to the claims raised by clients concerning allocation/removal/change of capacity within a maximum period of 30 days.

The owner of the facility is committed to responding in writing to property claims raised by clients for damages resulting from their actions within the legally set period for this purpose.

In the cases provided for in the Rail Sector Act, the client may go to the National Commission of Markets and Competition, in accordance with Law 3/2013, of 4 June, on creation of the National Commission of Markets and Competition.

RIGHT TO INFORMATION

Clients can consult the service facilities description sheets on PISERVI application and the catalogue of service facilities capacity offer, available on the website of the railway infrastructure manager and annexed to this Network Statement.

INVESTMENTS IN SERVICE FACILITIES

Owners of service facilities shall be responsible for maintenance and replacement of service facilities included in the Catalogue of Facilities.

Notwithstanding the 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.

Passenger stations will be classified into 6 categories according to their technical characteristics, the provision of their services and their intensity. The list of passenger stations owned by the infrastructure manager and their category can be found in the TABLE "Classification of stations" in this chapter.

Service facilities (tracks) of Passenger Transport Stations made available to RUs are included in the service facilities Capacity Offer catalogue, available on 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
SB-1	Train stabling services on tracks with platform for commercial services or other operations and sidings.
SB-5	Access to buildings and platforms at passenger transport stations for passenger use
SB-7	Premises for attended Ticket Sales and Information Services
SB-8	Space for Ticket Sales and Information machines
SB-9	Premises for service personnel on board
SB-10	ADIF ACERCA Service to assist people with disabilities and/or reduced mobility

SERVICE OFFER DESCRIPTION

The description, requirements, provision conditions, etc. of every service is collected individually in the corresponding descriptive leaflets.

SB-1	TRAIN STABLING SERVICE ON TRACKS WITH PLATFORM FOR COMMERCIAL SERVICES OR OTHER OPERATIONS AND SIDINGS
DESCRIPTION	Train stabling services on tracks with platforms for commercial services, other operations and sidings
PROVISION REGIME	By ADIF Alta Velocidad Service provided by the Capacity Manager (CG) to stable trains for commercial services, as indicated in the Network Statement. Service provided by the Service Facility Manager (GIS) to stable trains for operations other than commercial service and sidings, in accordance with the Network Statement.



SB-1	TRAIN STABLING SERVICE ON TRACKS WITH PLATFORM FOR COMMERCIAL SERVICES OR OTHER OPERATIONS AND SIDINGS
SERVICE CONDITIONS	It includes train stabling and platform use for commercial passenger services. Train stabling entails obtaining Stabling Capacity, granted upon path allocation. It may also include - upon RU request - tracks with platforms, defined in the track occupancy chart, for operations other than stabling for commercial passenger services such as cleaning, loading and unloading of on-board services, etc. and siding given service facilities at stations to allow their provision. Train maintenance operations are expressly excluded.
REQUESTS	RU has the obligation to request in SIPSOR - or by any other mean set forth in this NS - the required stabling time on station tracks for commercial passenger services, in accordance with the Network Statement. RUs are bound to request capacity in SYACIS, upon requirement, to use tracks with platform for operations other than commercial services and sidings in accordance with the Network Statement.
PRIORITY CRITERIA	As set in the Network Statement
ECONOMIC CONDITIONS	Service subject to tariffs. Mode B2 and B3 and detailed in the Network Statement. (See tariffs for using service facilities).



SB-5	ACCESS TO BUILDINGS AND PLATFORMS AT PASSENGER STATIONS FOR PASSENGER USE
DESCRIPTION	Access to buildings and platforms at passenger 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. (See tariffs for using service facilities).



SB-7	PREMISES FOR ATTENDED TICKETS SALES SERVICE AND INFORMATION
DESCRIPTION	Premises rented to be used by RUs to provide attended ticket and information services.
PROVISION REGIME	RUs shall perform this service in self-provision on the area leased by ADIR - Alta Velocidad. RUs will rent said premises to sell tickets for passenger transport services, to give information and client services related to this activities, and may also sell other rail transport products, provided these are performed in association with ticket acquisition for passenger transport services.
SERVICE CONDITIONS	ADIF - 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. Ticket and information stores can be located in a closed space independent to the lobby, as a preferred option, with their own surface for clients waiting, or it can be a room open to the lobby when this alternative is not possible. Premises shall have electrical and communications sockets to install RU equipment. At the premises RUs shall able to install all furniture and equipment as considered to be necessary to provide sales and information services to clients. For any necessary adaptation work inside the premises, the approval of the project expressly endosed by the raiway infrastructure manager shall be required. No advertising may be displayed outside the premises or on the facade of the premises for viewing from outside the premises, except for the company brand and logo. an identifying image of the company can be placed on a vinyl, preferably acid-etched. If a screen is installed so that it can be seen from outside, it must be at least 10 cm away from the glass and must only show company images. If price information is posted, it must be that of the railway undertaking itself. Under no circumsances is it authorised to post information relating to prices or any other type of information of another railway undertaking. The signage of the premises, as well as images on vinyl that are visible from the outside, must be approved by ADIF - Alta Velocidad.
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	As seen in the procedure Should any RU - upon request for new spaces, premises and/or services - already have one consolidated for providing service therein, it shall be taken into account for new allocations, in the percentage represented. Upon allocating the service, the contracts set for that purpose with RUs shall be considered a priority criteria for new requests from other RUs. The Railway Undertaking with most stops at the station shall have preference upon choosing the location, and so on.
ECONOMIC CONDITIONS	Invoicing unit is €/sqm-month Prices specified in section 7.3.2.4 It does not include expenses for consumption, supplies, services, cleaning or maintenance arising from the use of premises, which shall be paid by RUs. "The lessee shall pay for all taxes levied or arising from the activity to be developed in the leased premises, i.e. the relevant Real Estate Tax."
PLANNED CHANGES TO SERVICES	In some stations, the awarded premises may be affected by the expansion and improvement works of said stations. In this case, the infrastructure manager will provide, if possible, alternative premises for the provision of the service.

SB-8	SPACE FOR TICKET MACHINES AND INFORMATION
DESCRIPTION	Spaces leased to be used by RUs to install and operate self-service ticket and information machines
PROVISION REGIME	RUs shall perform this service in self-provision on the area leased by ADIF - Alta Velocidad. On leased spaces , RUs shall install machines to sell tickets for passenger transport services, as well as information and client service, linked to this activity, such as cancelling machines, on duty, etc. Client support services will correspond to RUs.
SERVICE CONDITIONS	ADIF Alta Velocidad shall provide to different RUs spaces intended to place machines. A standard area of 0.75 sqm is assigned per machine. In the case of machinery outside, a protective envelope may be placed and must be approved by the infrastructure manager. Spaces shall have electrical and communication sockets to install RU equipments. Machines shall be located in a space in the lobby with good visibility, installed in a grouped way to transfer the management unit image and facilitate their attention, given any incident. Project authorization is expressly required by the railway infrastructure manager.
REQUESTS	Annually and multi-annually, in accordance with the procedure. In any case, for long-term requests, the valid term shall be as in the Framework Agreement.
PRIORITY CRITERIA	As provided for in the procedure. Should any RU - upon request for new spaces, premises and/or services - already have one consolidated for providing service therein, it shall be taken into account for new allocations, in the percentage represented.
ECONOMIC CONDITIONS	Invoicing unit is € / machine-month (for a standard surface) Prices specified in section 7.3.2.4 Units which occupancy exceeds the standards shall be invoiced as 2 units. Electricity consumption is price included. It does not include service, cleaning or maintenance expenses arising from machine use, which shall be born by the RU.

SB-9	PREMISES FOR PERSONNEL ON-BOARD
DESCRIPTION	Lease of premises for service personnel on board Railway Stations of passengers and freight. Service personnel are considered on board: train driver, train controller and crew.
PROVISION REGIME	RUs shall perform this self-provision service in the space leased by the infrastructure manager.
SERVICE CONDITIONS	The Infrastructure Manager shall provide RUs with premises to assist their onboard staff and so fulfill their scope of services. Furthermore at certain stations, if the premises are not available, the Railway Infrastructure Manager may provide spaces for Railway Undertakings to install a module to provide the service. Such modules shall be approved by the infrastructure manager. Premises dedicated to attending on board service personnel shall be identified in the Commercial Services plan to RUs, which shall be made available to them upon request. Premises shall have electrical outlets to install RUs own equipment. Within the premises the RU shall be able to install all furniture and equipment as deemed necessary to attend on board service personnel. The installation of information supporting media outside the premises or located on the premises façade, in order to view from outside the premises, is not authorized, except for a n undertaking corporate identification. For any necessary adaptation work inside the premises, the approval of the project expressly endorsed by the railway infrastructure manager shall be required.
REQUESTS	Annual, and multi-annual, in accordance with procedure requirements. Long-term applications shall be valid over the term of the Framework Agreement, at most. ADIF Alta Velocidad does not guarantee premises to attend on-board personnel for monthly requests. As it is a basic service at least one premise is guaranteed for every RU on board service personnel upon request, when they have a commercial stop at the station, other spaces are subject to availability.
PRIORITY CRITERIA	As seen in the procedure. Should any RU - upon request for new spaces, premises and/or services - already have one consolidated for providing service therein, it shall be taken into account for new allocations, in the percentage represented.
ECONOMIC CONDITIONS	Invoicing unit is € / machine-month (for a standard surface) Prices specified in section 7.3.2.4 It does not include service, cleaning or maintenance expenses arising from machine use, which shall be borne by the RU. “The lessee shall pay for all taxes levied or arising from the activity to be developed in the leased premises, i.e. the relevant Real Estate Tax.”
PLANNED CHANGES TO SERVICES	In some stations, the awarded premises may be affected by the expansion and improvement works of said stations. In this case, the infrastructure manager will provide, if possible, alternative premises for the provision of the service.

SB-10	ADIF SERVICE TO ASSIST PEOPLE WITH DISABILITIES AND/OR REDUCED MOBILITY AT STATIONS	
DESCRIPTION	Making a service available to Railway Undertakings for people with disabilities and/or reduced mobility to access stations, assisting them in their transit, using, for this, mechanical means or through personal accompaniment at stations either with permanent or occasional service. At stations with occasional service, it includes passengers getting on or off the train and, if necessary, accommodation on their seat with wheelchair anchoring or unanchoring at the place set for this purposes. The service is performed based on railway traffic evolution, needs of Railway Undertakings and requests from Associations of people with disabilities and of different Public Administrations.	
PROVISION REGIME	By Adif	
SERVICE CONDITIONS	At every station a meeting point shall be defined to assist clients. The infrastructure manager shall define the means to receive the information from Railway Undertakings in order to know at all times which stations, for which trains, as well as the required assistance. The assistance service for people with disabilities and/or reduced mobility will include the following modes: • **Permanent service:** Provided at stations with a Mobility Assistant permanently present throughout the station's commercial opening hours. Assistance requests will be covered up to 30 minutes before the train departs*. Annex 1, included in section 7.3.15, details the stations where this service is provided. * At the Madrid Chamartín - Clara Campoamor station, as a result of the works being carried out by Adif-Alta Velocity, as has been reported to the EE.FF.affected, there has been an increase in the itineraries and routes that must be carried out from the ADIF ACERCA center, to the location of the trains, which translates into a longer execution time for assistance. Consequently, at this station, only assistance requests made can be covered 45 minutes in advance of the train departure. • **Timely service:** Provided at stations with no Mobility Assistant permanently attending, but rather the Assistant goes to the station to provide assistance upon request from Railway Undertakings with a minimum notice of 12 hours before the train departs. It includes the passenger getting on or off the train and, if necessary, the accommodation on their seat with the wheelchair anchoring and unanchoring at the place set for this purpose. Annex 2, included in section 7.3.15, details the stations where this service is provided. Services shall be provided, both when travelling begins and up to the arrival station.	
REQUESTS	As far in advance as possible and, at least, with the times indicated for permanent or occasional modes.	
PRIORITY CRITERIA	All assistance meeting set deadlines is guaranteed and - as far as possible - the service basic principle shall be that a passenger with a disability and/or reduced mobility shall never fail to be attended to if requested.	
ECONOMIC CONDITIONS	Invoicing unit: Permanent Service: € / equivalent passenger Occasional Service: € / Assistance	Prices specified in section 7.3.2.4.
SERVICE PLANNED CHANGES	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. Amongst potential measures are the following: • Adapting the resources available based on the expected demand. • Extending the term to provide the service at permanent stations. • 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.	

ANCILLARY SERVICES

SERVICE OFFER

Railway undertakings wishing to provide an ancillary service shall contact the electronic headquarters of the infrastructure manager , so that the available spaces and their compatibility with the operation of the whole station can be analysed.

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 property management
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	ADIF High Speed may provide different RUS with spaces for counters. The spaces may have, upon client request, electric outlets to install RU equipment. Authorization of the counter type to be installed is required, expressly, by the rail infrastructure manager. Counters that occupy a space of over 4 sqm shall not be installed Assembly, disassembly and storage, shall be Carried out by the RU upon requirement.
REQUESTS	Annually, monthly, daily and hourly rates, in accordance with the procedure.
PRIORITY CRITERIA	Not applicable
ECONOMIC CONDITIONS PAGE	Invoicing units are as follows: • €/sqm-month • €/sqm -day • €/sqm -hour (1 hour minimum) • Prices specified in section 7.3.2.4 • Electricity consumption is price included. • The storage of the counters/banners is not includedifrequired by the client. • No specific surveillance service is included, so no custody of installed items is offered.

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 - Alta Velocidad may provide to different Rus with spaces on platforms to store mobile equipment (e.g. cleaning machinery or other mobile items, ...) If RUs install a module, or close the space for this service, the project shall be approved by the infrastructure manager. In some exceptional cases, a space may be made available in the boarding hall for the sole purpose of storing the railway undertaking's own items for check-in or for the baggage counter. In this case, the railway undertaking shall install a locker in this space to store all these elements out of sight of passengers when they are not in use. In this case, the locker shall not exceed 2m2. The design shall be approved by ADIF - Alta Velocidad. In cases where this space is not available in the boarding hall, check-in and baggage counting devices must be stored in any of the other spaces available to the railway undertaking: RUs shall comply with Safety Standards, implementing procedures and monitoring activities set forth by the rail infrastructure manager.
REQUESTS	Annually and multi-annually, in accordance with the procedure. In any case, for long-term applications, the term of validity shall last, at most, over the Framework Agreement.
PRIORITY CRITERIA	Those covered by the procedure
ECONOMIC CONDITIONS	Invoicing unit is €/sqm-month Prices specified in section 7.3.2.4 If electric outlets are required, installing the necessary connections will be at the expense of RUs Electricity consumption is not included in the price. No specific surveillance service is included, so no custody of stored items is offered.

SX-6	PRIOR COMMERCIAL CONTROL OF ACCESS TO TRAINS
DESCRIPTION	RUs perform commercial control operations of access to trains.
PROVISION REGIME	RUs will use the items given by ADIF - 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. Furthermore, RUs shall be able to use their own support items to do the best execution of operations (flags, flow guidance, etc.). In no case will these support elements include advertising about the products or services offered by RUs RUs will have 30 minutes maximum to do this control prior to train departure.
REQUESTS	Annually, by station and train numbering range.
PRIORITY CRITERIA	Not applicable.
ECONOMIC CONDITIONS	Invoicing unit is €/train. Prices specified in section 7.3.2.4.



SX-7	LAST MINUTE ATTENTION POINT
DESCRIPTION	Space leasing for RUs to provide ancillary services of passenger information, client service, last minute assistance, etc..
PROVISION REGIME	RUs shall manage this self-provision service on the spaces leased by ADIF 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 There will be two last minute assistance possibilities: • Space up to 2 sqm (to install a counter) in or near boarding areas. In this case they may be fixed or mobile, • Spaces up to 15 sqm outside boarding areas to install a counter or client service space.
REQUESTS	The type of request may be annual and multiannual. In any case, for long-term applications, the term of validity shall last, at most, over the Framework Agreement.
PRIORITY CRITERIA	As covered in the procedure Should any RU upon requesting new spaces, premises and/or services, already have a consolidated one because they were previously providing service, these elements shall be taken into account for new allocations in the percentage shown.
ECONOMIC CONDITIONS	Invoicing units are: • €/desk-month, for spaces up to 2 sqm in boarding areas. • €/sqm-month, for spaces up to 15 sqm outside boarding areas. Prices specified in section 7.3.2.4. Electricity consumption is included in the 2sqm mobile counter. Electricity consumption is not included, on fixed counters of 2 sqm and up to 15 sqm 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	ADIF Alta Velocidad shall be able to facilitate to different RUs individual lockers at shared locker rooms. Spaces shall be at closed premises, completely finished, and an access control system is authorized. Lockers shall be numbered for identification and shall be locked, providing an access key or two keys delivered per box office. The locker room will have benches, hangers and electrical outlets, hot and cold water. Shared locker rooms maintenance and cleaning shall be performed by the railway infrastructure manager. ADIF Alta Velocidad shall not be responsible for the locker content.
REQUESTS	Annual and multi-annual in accordance with the procedure. In any case, for long-term requests, the term of validity shall last, at most, over the Framework Agreement.
PRIORITY CRITERIA	As covered in the procedure
ECONOMIC CONDITIONS	Invoicing unit is €/box office-month Prices specified in section 7.3.2.4. Electricity consumption is included in the price.

SX-9	LOST OBJECT MANAGEMENT
DESCRIPTION	Management of clients' lost property delivered at the end-of-route train stations that will be delivered to their owner or the person authorized by the latter through due accreditation..
PROVISION REGIME	By ADIF - Alta Velocidad.
SERVICE TERMS	ADIF - Alta Velocidad shall guarantee lost object traceability from its deposit by RUs to a final delivery to their owner or drop and delivery by abandonment to the corresponding Local Management. To enable a recovery of items by their owners, RUs shall deliver the items located at end train stations as soon as possible Objects containing personal documentation shall be delivered to the State Bodies and Security forces. The receipt of perishable goods shall not be permitted.
REQUESTS	Annually
PRIORITY CRITERIA	Not applicable
ECONOMIC CONDITIONS	Invoicing unit is: € / month by station category Prices specified in section 7.3.2.4

SX-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	RUs may provide preferential service to their clients in dedicated rooms. Rooms for this preferential care shall be identified on RUs Commercial Services as available to railway undertakings upon request. The rooms will have electrical and communication sockets to install RUs' own equipment. At the premises RUs may install all the necessary furniture and equipment to provide services. Should it be necessary to perform adaptation works inside the premises, the rail infrastructure manager shall expressly require a project approval.
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	Invoicing unit is €/sqm-month Prices specified in section 7.3.2.4 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 "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."
SERVICE PLANNED CHANGES	In some stations, the awarded premises may be affected by the expansion and improvement works of said stations. In this case, the infrastructure manager will provide, if possible, alternative premises for the provision of the service.

SX-12	ADIF SERVICE TO ASSIST PEOPLE WITH DISABILITIES AND/OR REDUCED MOBILITY TO SET ON AND OFF TRAINS	
DESCRIPTION	Making available to railway undertakings a service to facilitate accessibility of trains to persons with disabilities and/or reduced mobility, assisting them to step on and off trains and to seat, and if necessary, to anchor or release wheelchairs on areas set for this purpose, using mechanical means or through personal accompaniment.	
PROVISION REGIME	By Adif, upon request and formalization of the corresponding contract with the RUs	
SERVICE TERMS	At every station a meeting point shall be defined to assist clients. The Infrastructure Manager shall define the means by which he must receive information from the Railway Undertaking in order to know at all times at which stations, for which trains and needs for assistance. The assistance service to people with disabilities and/or reduced mobility shall include : • **Permanent service:** It is provided at stations with Mobility Assistant in person continuously throughout the service hours of the station. Assistance requests will be covered up to 30 minutes prior to train departure. Annex 1, paragraph 7.3.15., includes details of the stations where this service is provided. Services shall be provided, at the beginning of the journey and at the arrival station..	
REQUESTS	As early as possible and at least with enough advance as indicated for the permanent service mode.	
PRIORITY CRITERIA	All assistance required within the deadlines is guaranteed and, to the extent possible, the basic principle of service shall be that passengers with disabilities and/or reduced mobility shall be attended at all times upon request.	
ECONOMIC CONDITIONS	Invoicing unit is: €/equivalent passenger	Prices specified in section 7.3.2.4.

TARIFF FOR USING SERVICE FACILITIES

In accordance with Article 96.1 of the LSF, Infrastructure Managers shall receive from railway undertakings using the lines of the General Interest Rail Network (RFIG), as well as passenger stations, freight terminals and other service facilities, payment of the fees regulated in this section, which shall be referred to as railway fees.

With the entry into force of the article 100's new wording (in accordance with the amendment to Rail Sector Law 38/2015, of 29 September, by Law 26/2022, of 19 December), the charges shall be determined by the Managers of Railway Infrastructure, approving a Regulation signed by the Board of Directors that must be published in the Official State Gazette and included in the Network Statement.

The amount of tariffs for using service facilities owned by the railway infrastructure general managers shall not exceed the cost of their provision plus a reasonable profit, in accordance with Rail Sector Act, article 98.

In 2026, the fee rates will be those contained in the most recent regulation published in the BOE and in force.

The actual budget for the charges tariffs under Article 98 shall be for using service facilities, managed only by the general infrastructure managers, in the following terms

A) Tariff for using passenger stations (Mode A).

B) Tariff for using other infrastructure general managers service facilities (mode B). This mode includes using sidings, train setting and shunting, maintenance, washing and cleaning, and fuel supply. Also included in this mode are the use of tracks at passenger stations, i.e. sidings and to perform certain operations.

The following tariff modes are distinguished:

- Mode B1 - Use of sidings, train setting and shunting, maintenance, washing, cleaning and fuel supply.
- Mode B2 - Passenger station tracks used as sidings.
- Mode B3 – Tracks used to perform certain operations, distinguishing, in turn, 2 types:
  - 1st Type A: Minimum internal and/or exterior train cleaning (front and door windows)
  - 2nd Type B: Operations of onboard loading and unloading services, using water intakes, fuel facilities, electric outlets, WC emptying facilities, and equipment used.

C) Tariff for using loading points owned by general infrastructure managers (Mode C). This mode includes using freight loading and unloading tracks.

These tariffs do not include the service of power supply, water, diesel, telephone or any other supply or service. These shall be paid as obliged for the costs of consumption or supplies provided by the rail infrastructure manager.

For the use of service facilities in modes B and C , the acquisition of capacity in the facility shall be required, as requested by the payer to the railway infrastructure manager, except for tracks used at passenger stations, i.e. sidings. The infrastructure manager may allocate capacity on full tracks, for continuous years or months, or for specific periods of hours or days, by means of the corresponding procedure, which will be published in the network statement. The capacity shall never be allocated to third parties.

For tracks at passenger stations like sidings, the infrastructure managers shall use track occupancy charts at stations.

In modes B and C, and if it is not saturated, the facility may be used by several tenderers for the same time period, even if the facility is initially allocated to a principal tenderer.

The implementation criteria shall be determined by the infrastructure managers.

Railway undertakings using service facilities of every mode shall pay these tariffs. Modes B and C shall consider other applicants such as railway rolling stock holders, transport agents, loaders, combined transport operators and other service providers.

The tax period coincides with the calendar month.

The accrual occurs on the last day of the tax period.

These modes shall be charged to the tax period when the service facilities are used or could have been used.

Notifications of paid railway charges shall preferably be made by electronic means and, in any case, if the interested party is obliged to receive them by this means.

Payment shall be made within twenty working days upon notification by bank transfer to the account of the credit institution that provided the cash service to this Administration, and which shall be indicated in the settlement. Payment shall be deemed to have been made on the date when the corresponding amount entered into the account as under General Collection Regulations, article 37.

The executive collection period begins the day after aforementioned expiration, and the surcharges of the executive period shall be accrued as from this day (in accordance with General Tax Law and General Budget Law).

Applicable charges shall be set out in the Regulation to set the railway tariffs approved by the Infrastructure Manager's Board of Directors, which shall be published in the "Official State Gazette".

7.3.2.3. FACILITY TECHNICAL FEATURES DESCRIPTION

SERVICEFACILITY DESCRIPTIVE LEAFLETS

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

To facilitate access to information on technical characteristics of service facilities, Adif has developed a computer application called PISERVI, Service Facilities Portal, available on ADIF website as annex to this NS.

PISERVI allows access to the information of service facilities: Cargo terminals , passenger stations, maintenance facilities, private loaders, axle and gauge changers , etc., through selective searches based on criteria such as: geographical location, type of facility, type of service, etc., to better plan railway services by railway undertakings and other logistics operators.

It also has an interactive map of the General Interest Railway Network (RFIG) with the ability to combine different search criteria. In this case the facilities resulting from searches will be represented on the map viewer and its Descriptive File may be selected and displayed.

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 2026 until 31 December 2026, continuing their validity as of this date until new ones are approved; they apply to the Services provided at service facilities in the General Interest Railway Network and railway service areas, managed by ADIF Alta Velocidad.

SB-1	RAIN PARKING SERVICE ON TRACKS WITH PLATFORMS FOR COMMERCIAL SERVICES OR OTHER OPERATIONS AND STORAGE SIDINGS
	In 2026, the fee rates will be those contained in the most recent regulation published in the Spanish Official State Gazette and in force.

(*) As of the date of updating this Network Statement, the Infrastructure Manager has approved, in accordance with the provisions of article 100 of the LSF, in its wording established by Law 26/2022 of 19 December, the first Regulation for the determination of of railway fees.

SB-5	ACCESS TO BUILDINGS AND PLAFORMS AT PASSENGER STATIONS FOR PASSENGERS
	In 2026, the fee rates will be those contained in the most recent regulation published in the Spanish Official State Gazette and in force.

SB-7	PREMISES FOR ATTENDED TICKET SALES AND INFORMATION SERVICES			
INVOICING UNIT	* €/ -sqm -month			
PRICES (DEPENDING ON STATION CATEGORY)				
CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
20.90	17.55	13.57	10.51	5.92
It does not include the costs of consumption, supplies, services, cleaning or maintenance arising from the use of the premises, which shall be borne by RUs				

SB-8	SPACE FOR TICKET MACHINES AND INFORMATION			
INVOICING UNIT	* €/ machine -month- (for a standard area of 0.75 sqm)			
PRICES (DEPENDING ON STATION CATEGORY)				
CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
210.00	151.00	105.00	75.00	54.00
Units with more occupancy than the standard shall be invoiced as 2 units. Electricity consumption is price included. It does not include service, cleaning or maintenance costs arising from machine use, which shall be borne by RUs				

SB-9	LOCAL FOR SERVICE PERSONNEL ON BOARD			
INVOICING UNIT	* €/sqm month			
PRICES (DEPENDING ON STATION CATEGORY)				
CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
12.17	10.23	7.90	6.12	4.74
It does not include the costs of consumption, supplies, services or maintenance arising from the use of premises, which shall be borne by the RU				

SB-10	ADIF ACERCA SERVICE TO ASSIST PEOPLE WITH DISABILITIES AND/OR REDUCED MOBILITY		
Stations with Permanent Service	€/Equivalent Passenger	*0.1280 €/Equivalent passenger*	
Stations with occasional Service	€/Assistance	*46.79€ /Assistance*	

PASSENGER EQUIVALENCE	
Passenger type	Equivalent passengers
NATIONAL / INTERNATIONAL	1.00000
INTERCITY	0.39093

The equivalent passengers to be invoiced shall be the result of multiplying the coefficient associated with every type by the total number of passengers, stepping up and down, stated by the railway operator in the corresponding month for tariff purposes.

Since the adequacy of the resources made available for the service is directly linked to the development of expected demand in terms of the number of passengers embarking and disembarking at the stations where the service is operated, and since it may be necessary to adjust the resources made available for the service accordingly, at the end of each six-month period the amounts invoiced shall be adjusted on the basis of the actual prices resulting from the regularised period, on the basis of the actual number of passengers and the costs incurred by the Infrastructure Manager in respect of the undertakings providing the service, by means of an additional invoice or credit note, as the case may be.

Assistance at the stations with cancelled Timely Services shall be invoiced if the cancellation is not done over 3 hours to the requested time.

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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 2026 until 31 December 2026, continuing their validity as of this date until new ones are approved; they apply to the Services provided at service facilities in the General Interest Railway Network and railway service areas, managed by 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	CATEGORY 2	CATEGORY 3	CATEGORY 4	PRICE UP TO 4SQM
746.25	537.75	477.75	298.50	UP TO €/MONTH
233.19	168.04	149.29	93.28	UP TO €/DAY
6.35	4.57	4.06	2.54	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	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
1.82	1.54	1.18	0.92	---------

No specific surveillance service is included, so no custody of stored items is offered.

Electricity consumption is included in the price.

SX-6	PLATFORM ACCESS CONTROL POINT
INVOICING UNIT	* €/train

PRICES (DEPENDING ON STATION CATEGORY)				
CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
0.5369	0.5369	0.5369	0.5369	---------

Electricity consumption is price included.

Data consumption is not included.

SX-7	LAST MINUTE POINT OF ATTENTION			
INVOICING UNIT	* €/desk-month, for spaces up to 2 sqm in boarding areas. * €/m2-month, for spaces up to 15 m2 outside boarding areas.			
PRICES (DEPENDING ON STATION CATEGORY)				
SPACES UP TO 2 SQM IN BOARDING AREAS				
CATEGORY 1	**CATEGORY 2**	**CATEGORY 3**	**CATEGORY 4**	**CATEGORY 5**
20.60	20.60	20.60	20.60	--------
SPACES UP TO 15 M2 OUTSIDE BOARDING AREAS				
CATEGORÍA 1	**CATEGORÍA 2**	**CATEGORÍA 3**	**CATEGORÍA 4**	**CATEGORÍA 5**
20.90	17.55	13.57	10.51	--------
Electricity consumption is included in the 2sqm mobile counter. Electricity consumption is not included, on fixed counters of 2 sqm and up to 15 sqm 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	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
15.45	15.45	15.45	15.45	---------
Electricity consumption is price included				

SX-9	LOST OBJECT MANAGEMENT			
INVOICING UNIT	* €/month			
PRICES (DEPENDING ON STATION CATEGORY)				
CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
754.99	237.65	152.33	64.13	---------

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
BASE PRICE	17.00	19.00	17.00	17.00	17.00	17.00	19.00	19.00	17.00	17.00	17.00	17.00	19.00
Target passengers (*)	3,404,319	14,950,304	1,065,733	2,422,384	1,035,996	998,644	11,946,579	21,962,197	2,987,336	4,710,153	6,078,677	1,381,308	4,380,026

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.

(*) These are passengers stepping on and off trains in long distance services at every station during 2023. Prices will be updated in 2026 according to actual 2024 passengers.



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 2026- 0.0142 €/Equivalent passenger*
PASSENGER EQUIVALENCE		
Passenger type	Equivalent passengers	Since the evolution of traffic by railway undertakings may affect the expected volume demand of passengers stepping on and off stations where the service is provided, together with the need, where appropriate, to adapt resources available to the service based on this criteria, at the end of every semester, the amounts invoiced shall be paid on the basis of actual prices resulting from the payable period, depending on the number of actual passengers and the costs incurred by the infrastructure manager with the service providers, upon issuing an additional invoice or credit note.
NATIONAL/INTERNATIONAL	1.00000	
INTERCITY	0.39093	

SUPPORTING DOCUMENTATION:

Ancillary service request models in the field of passenger transport stations are available in Annex C



TARIFF APPLICATION REFERENCE TABLES

Below is a nominative classification by category of stations

Nominative Classification Station

TABLE - NOMINATIVE CLASSIFICATION OF STATIONS (IN FORCE SINCE 01/01/2024)			
Category 1	Category 2	Category 3	Category 4
ALACANT / ALICANTE TERMINAL	ANTEQUERA-SANTA ANA	CÁCERES	A GUDIÑA PORTA DE GALICIA
ALBACETE LOS LLANOS	CAMP DE TARRAGONA	CALATAYUD	ANTEQUERA AV
BARCELONA SANTS	CASTELLÓ DE LA PLANA	ELX/ELCHE AV	LOJA
CÓRDOBA	CIUDAD REAL	GUADALAJARA-YEBES	MEDINA DEL CAMPO AV
GIRONA	CUENCA FERNANDO ZÓBEL	MURCIA DEL CARMEN	REQUENA-UTIEL
LLEIDA-PIRINEUS	FIGUERES-VILAFANT	PUENTE GENIL-HERRERA	SAN SEBASTIÁN/DONOSTIA
MADRID-CHAMARTÍN-CLARA CAMPOAMOR	GRANADA	VILAGARCÍA DE AROUSA	SANABRIA AV
MADRID-PUERTA DE ATOCHA-ALMUDENA GRANDES	LEÓN	VILLENA ALTA VELOCIDAD	VILLANUEVA DE CÓRDOBA
MÁLAGA MARÍA ZAMBRANO	OURENSE	ZAMORA	
SEVILLA-SANTA JUSTA	PALENCIA		
VALÈNCIA JOAQUÍN SOROLLA	PONTEVEDRA		
VALLADOLID-CAMPO GRANDE	PUERTOLLANO		
ZARAGOZA DELICIAS	SANTIAGO DE COMPOSTELA		
	SEGOVIA-GUIOMAR		
	TOLEDO		
	VIGO URZAIZ		
	VALLADOLID-CAMPO GRANDE		
	VIGO URZAIZ		

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 sched-ules	App "Adif on your mobile", showcases, S.I.V	App "Adif on your mobile", showcases, S.I.V	App "Adif on your mobile", showcases, S.I.V	App "Adif on your mobile", showcases, S.I.V	App "Adif on your mobile"	App "Adif on your mobile", showcases, S.I.V	SIV = Passenger information system, includes screens and/or indica-tor screens
Protection against in-clement weather	Lobby and marquee	Lobby and marquee	Lobby and marquee	Marquee or shelter	-	Marquee or shelter	
Chronometry	On platforms and hall	On platforms and hall	On platforms and hall	On platforms	-	On platforms	
Information on trains in traffic	App "Adif on your mobile", PA system, S.I.V	App "Adif on your mobile", PA system, S.I.V	App "Adif on your mobile", PA system, S.I.V	App "Adif on your mobile", PA system, S.I.V	App "Adif on your mobile"	App "Adif on your mobile", PA system, S.I.V	SIV = Passenger information system, includes screens and/or indicator screens
Information about the station	App "Adif on your mobile", showcases, loudspeakers, interactive points	App "Adif on your mobile", showcases, loudspeaker	App "Adif on your mobile", showcases, loudspeaker	App "Adif on your mobile", showcases, loudspeaker	-	App "Adif on your mobile", showcases	

SERVICES	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5	CATEGORY 6	OBSERVATIONS
Customer service	Claims, complaints and suggestions on the web "www.adif.es"	Claims, complaints and suggestions on the web "www.adif.es"	Claims, complaints and suggestions on the web "www.adif.es"	Claims, complaints and suggestions on the web "www.adif.es"	Claims, complaints and suggestions on the web "www.adif.es"	Claims, complaints and suggestions on the web "www.adif.es"	
Toilets	Male, female, adapted to PRM	Male, female, adapted to PRM	Male, female, adapted to PRM	-	-	-	Free public toilets at access restricted for passengers can coexist with paid toilets in public areas of free access.
Waiting areas	Air conditioned space in the lobby and/or departure lounge	Air conditioned space in lobby	Air conditioned space in lobby	-	-	-	Boarding room includes access control, furniture and information equipment for comfort improvement.
Air conditioning	Areas in the hall with heating and cooling	Areas in the hall with heating and cooling	-	-	-	-	Level of special orders according to energy efficiency regulations.
Vertical means of transport	Elevators, stairs or mechanical ramps	Elevators, stairs or mechanical ramps	-	-	-	-	Applies only to stations with different height levels.
Intermodality	Reserved spaces bus, taxis, other transport means, clients getting on/off	Reserved spaces for bus, taxis, other transport means, clients getting on/off	Reserved spaces for bus, taxis, clients getting on/off	Reserved spaces for bus, taxis, clients get-ting on/off	-	-	In categories 1 and 2 parking is available for a fee. In inter-modal stations it includes exchange areas with other transport means
Other equipment	Luggage trolleys	-	-	-	-	-	

In 2026, the fee rates will be those contained in the most recent regulation published in the Spanish Official State Gazette and in force.

7.3.2.5. GENERAL REQUIREMENTS AND ACCESS TERMS

STATION ACCESS CONDITIONS

The railway infrastructure manager may set specific access conditions to passenger transport stations for safety or health reasons involving setting control measures to ensure client or users permanence.

CONDITIONS OF ACCESS TO FACILITIES AND SERVICES

- RUs shall be entitled to file capacity requests. If they meet the regulatory requirement. In the case of related rail services, it shall also be considered as a requirement that operating trains make commercial passenger stops at station for which they requested access to facilities and said services.
- RUs shall provide the commercial information of their traffic through a standard messaging service, according to a systematized scheme that will be published by the infrastructure manager in the NS. Of particular 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.

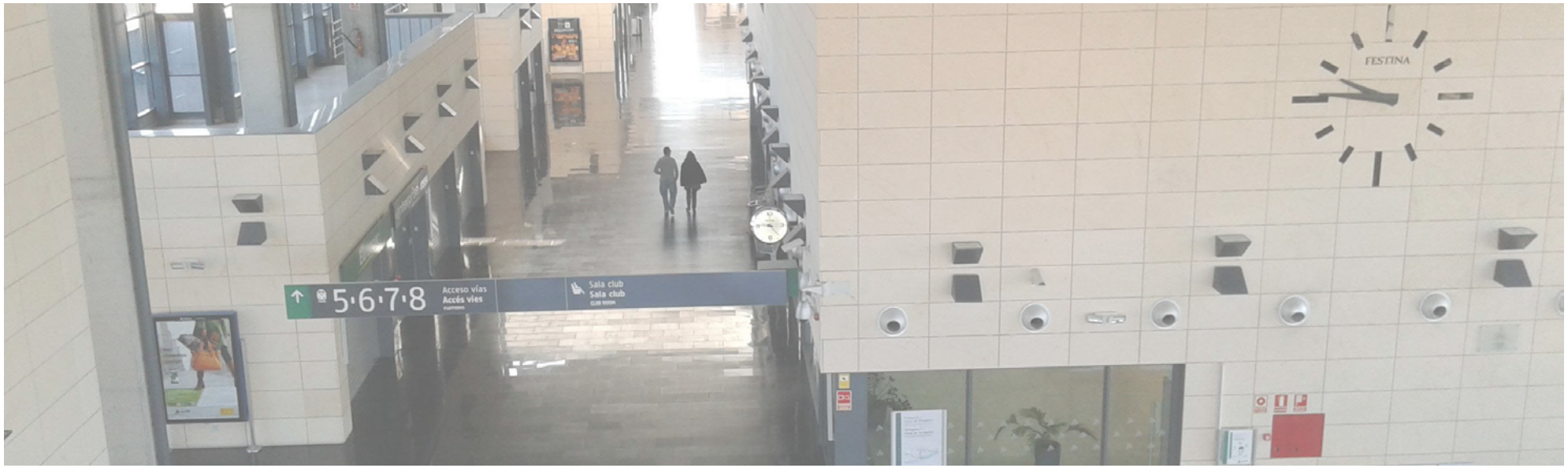
RUs have maximum 30 minutes time to verify the commercial conditions of travelling passengers.

An access pre-control at these areas requires standardizing basic information on transport tickets.

The task entrusted to the infrastructure manager to ensure station safety in a multi-operator context, requires that transport tickets of different operators providing passenger transport services include standard information.

This homogenization facilitates control access to train boarding gates and platforms, and validates minimum guarantees in the transport ticket handed-over to allow access to platforms.

The information shown in every ticket will be encrypted by means of AZTEC codes.



The information that the Manager will use to identify a ticket prior access control will be as follows:

ORDER	AZTEC CODE FIELDS	POSITIONS	OBSERVATIONS
1	A sequential or control number that is specific to every undertaking	13 positions	
2	Company	5 positions	
3	Train commercial number	5 positions	
4	Travel date	10 positions	dd/mm/yyyy
5	Train departure time	5 positions	hh:mm.
6	Origin station	7 positions	In case of national tickets the first two digits shall be 00
7	Destination station	7 positions	In case of national tickets the first two digits shall be 00
8	Car	3 positions	Unbooked train will come unfilled
9	Seat	3 positions	Unbooked train will come unfilled
10	Combined ticket	2 positions	In this case they will be completed with 00
11	Intermediate station the combined ticket	7 positions	In case of national tickets the first two digits shall be 00
12	Adif Reserved	33 positions	In this case they will be completed with 00
13	Space to be discretionary used by operators (*)	316 positions	
14	Signature SHA1withDSA (**)	100 positions	Signature of above fields (1 to 13) with the algorithm SHA1withDSA

AZTEC code printed on the banknotes shall have the following technical characteristics:

- Layers: 10
- Size: 57x57 pixels
- Capacity: 516 digits 414 letters 256 bytes

Starting positions with no value shall be represented by zeros, to avoid confusing white fields with null.

As a preliminary consideration, it should be noted that fields 1 to 11 are all legible.

(*) If required by the operator, the free space in field 13 can be used.

(**) A signature of the contents of fields 1 to 13 shall be included in field 14 to avoid tampering, for this signature algorithm SHA1withDSA will be used. Every operator shall have a private key used to sign and a public key (known by 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 - Alta Velocidad 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 - Alta Velocidad 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.

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 annexC.

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	Annual	

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

(1) 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

SHIPPING AND METHOD OF SENDING APPLICATIONS

REQUESTS LINKED TO A COORDINATED PROCESS

The requests subject to a coordinated process shall be digitally sent and signed, andfor the models published in the NS for every service, being able to make the request for the same service for several stations in a single model, provided that every request is perfectly detailed. In this case, the request may be processed in a single file, although every request shall have its own record number.

The documentation shall be sent by computing means 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 Cl@ve platform. It shall be redirected to their identity validation system, providing various authentication means.

Alternatively, it may be possible for interested parties to submit their requests/letters through the General Electronic Register of the General State Administration https://reg.redsara.es.

The General State Administration General Electronic Register is a document submission record to process it to any administrative body of the General State Administration, public agency or entity linked to or depending on them, in accordance with Law 39/2015, of 1 October, on Common Administrative Procedure of Public Administrations.

Interested parties shall have an electronic ID to make their registration on ADIF-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 shall send the request for capacity or service by by telematic means to ADIF - Alta Velocidad e-office:

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

The answer of the rail infrastructure manager to the request shall be made by the same means which the request was made.

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.

In accordance with Implementing Regulation (EU) 2017/2177, Article 8.3, if the request does not contain all the information required and necessary to take a decision, the railway infrastructure manager shall inform the railway undertaking accordingly, the client will have a maximum period of 5 working days from after receiving the delivery confirmation to complete the information. If the documentation is not submitted within this time limit, the request is deemed rejected.

REQUESTS NOT SUBJECT TO A COORDINATED PROCESS

These requests do not require coordination because there is availability for all those made by different RUs, therefore, services shall be directly allocated, as indicated in point c) hereinafter.

In accordance with Implementing Regulation (EU) 2017/2177, 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.

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.

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 (*):

1º Railway undertakings with existing contracts on services or areas that are a priority and with a signed Framework Agreement.

2º Railway undertakings that already have existing contracts on services or areas that are a priority and do not have a Framework Agreement.

3º Railway undertakings with a Framework Agreement without existing contracts on services or areas to prioritize.

4º Railway undertakings without a Framework Agreement and without existing contracts on services or areas to prioritize.

(*) These criteria shall only be applied after signing Framework Agreements as well as the first request for services at stations. Before applying the criteria, priority for requests shall be set according to trains with a scheduled stop at the station at the time of the request or, where appropriate, set in the offer presented in the process of framework capacity allocation.

Within every category, priority shall be given based on trains with a planned stop at the station upon request, and requests of railway undertakings with most trains with a planned stop at the station shall have a priority, and so on.

The calculation of trains with a scheduled stop at a station will be done based on the duration of the request with a priority criterion (Framework Agreement, Hours of Service or Agreed Adjustment), including long distance and intercity trains.

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/reas in the conditions upon allocations.

The Rail Infrastructure Manager may analyze the usage level of the allocated premises/areas, and revoke it in the event of total or partial non-use thereof, without prejudice to actions provided under Rail Sector Act and which the Rail Infrastructure Manager may undertake in cases that represent a significant breach for the effective use of passenger stations facilities.

If a railway undertaking does not intend to use the allocated capacity, it shall inform the Rail Infrastructure Manager without undue delay and in accordance with the deadlines set out in point 3.

Measuring criteria for facilities considered to be specially monitored by the Rail Infrastructure Manager are:

a) Facilities to provide Tickets and Information Service.
   The relationship between the hours of scheduled opening over 4 months prior to the analysis, compared to the totals that elapse between the 30 minutes prior to company's first train departure and 30 minutes after the railway undertaking's last train shall be considered in order to measure the use of these premises.

b) Spaces for Ticketing and Information Services through self-service machines.
   The number of days with operational incidents (non-operation) detected and reported by the Rail Infrastructure Manager to the railway undertaking responsible for the equipment shall be considered - over the 4 months prior to the analysis - in order to measure the use of these areas.

3. CANCELLATIONS OF ALLOCATED CAPACITIES

In general, request cancellations prior to starting a space occupation or a service shall have, in general, the following treatment:

- If these are made more than 24 hours in advance, there shall be no penalty.
- If these are made less than 24 hours in advance, they shall pay one hundred percent of the total budgeted amount.

Notwithstanding the foregoing, specific penalties may be considered for certain services as specified in their service files.

Cancellations requested during a space allocation or a service provision shall generally have the following penalties:

- If 50% of the awarded period has not been used, they shall pay a minimum amount equivalent to 50% of the total budgeted amount.
- If more than 50% of the awarded period has been used, there shall be no penalty.

Notwithstanding the foregoing, specific penalties may be considered for certain services that are specified in their service files.

4. MINIMUM COMMITMENTS AND GUARANTEES TO CERTAIN SERVICES

The nature of some planned services, the need to guarantee their quality and investments that railway undertakings or the Rail Infrastructure Manager may make in certain areas/premises require minimum commitments by the parties.

4.1. (SB-7) PREMISES FOR TICKET SALES SERVICE AND INFORMATION AND (SB-9) PREMISES TO SERVICE 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 that 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 revocating the capacity.

the Rail Infrastructure Manager - if possible - shall enable, in all cases, alternative premises/areas to provide these services.

5.2.3. TOTAL OR PARTIAL LACK OF USE

A total or partial revocation may be carried out after analyzing the use level of allocated premises/areas, if it lays under:

- 80% at coordinated stations.
- 50% in the rest of the uncoordinated stations, unless this is due to non-economic reasons beyond client control.

If they see any reason to revoke, the railway undertaking shall be required to use the facilities or services allocated, giving a reasonable period of time that shall not exceed one month. If said requirement is neglected, it may be revoked.

In cases where a lack of use is detected and the total or partial revocation of the allocated capacity is urged, railway undertakings shall not have the right to request any compensation.

SUPPORTING DOCUMENTATION:

Service request models are found in Annex C

7.3.3. LOADING 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 seggregating vehicles to a train, composing or decomposing a train, classificating vehicles or cuts of stock, or moving a train or vehicles on the same track or from one to another.

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, of for an uncertain period when the stock is out of the production cycle.

These facilities have the equipment described in the catalogue of capacity offer for service facilities, which shall be taken into account by the client, for the potential impact upon planning their operations.

Immobilization could be due to a particular purpose, during the transport cycle or for an indefinite long-term period outside the transport cycle as such.

The section priority will be for the material linked to the production cycle. The railway infrastructure manager will allocate and promote, outside the terminals freight and passenger stations, other service facilities with sectional tracks especially suitable for the sectioning of railway rolling stock long duration, that is, outside the production cycle.

Sidings with rolling stock which shall be there longer than a month and which are out of the transport cycle shall be considered to be of long-term.

In exceptional cases, if there are enough capacities and given no disruption of the normal operation at freight terminals or passenger transport stations, it shall be possible to put aside at these service terminals stock which is not in the production cycle, prior permission from the infrastructure manager.

Sidings under catenary are expressly forbidden for wagons that are outside the transport cycle and have a stair access to the upper parts thereof, unless the client makes electrical risk assessment and takes the necessary measures.

In the case of transport of dangerous goods, either on specialized Rail Rolling Stock as well as in wagons or containers, it is only possible to set aside such stock if it is empty with no trace of freight, clean and degassed under the provisions framed in the RID.

If safety facilities and technical equipment permit it, trains may also be expedited or received directly from these tracks. This decision applies only to the Traffic Manager of Rail Infrastructure Manager.

Railway undertakings and railway rolling stock owners may use this type of service facilities.

The sections are listed in the catalogue of capacity offer for service facilities, which is available as an annex to this NS, as well as the equipment, which shall be taken into account by the client, for the potential impact upon planning their operations.

7.3.5.1. MANAGEMENT OF STORAGE SIDINGS ATTACHED TO COORDINATED STATIONS

SIDINGS ATTACHED TO COORDINATED STATIONS MANAGED

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.

1. SERVICE FACILITIES RELATED TO MADRID PUERTA DE ATOCHA ALMUDENA GRANDES

- Sidings at Cerro Negro Renfe Workshop *
- Sidings at La Sagra Renfe Workshop *

2. 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 Velocidadal locates 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 (± 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 that 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.

COORDINATION AND PRIORITY CRITERIA

Where requests cannot be initially addressed, railway Infrastructure managers 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 C.

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 Material Maintenance Centres, whether connected or not to the General Interest Rail Network, can be found on PISERVI application, available on the Infrastructure Manager's website as an annex to this NS.

The conditions of provision of services in the same will be made available to the interested party by the operator of the installation.

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.

1. RAIL LIGHT VEHICLE MAINTENANCE FACILITIES

These are service facilities, which may or may not be fitted with pits, intended for maintenance operations on railway transport vehicles which do not require specific heavy maintenance facilities.

These facilities have the equipment described in the catalogue of capacity offer for service facilities enable these operations, such as lighting, pits, supply points, ..., which shall be taken into account by the client upon planning their operations.

Any other equipment not described and necessary to perform these operations shall be provided by the client, with the facility owner authorization. The routes designated for this purpose by railway Infrastructure managers at freight terminals, passenger transport stations and other stations shall be allocated primarily to transport equipment linked to the main activity and are intended to prevent moving stock to other intervention points.

This type of service facilities may be used by railway undertakings and owners of railway rolling stock. Maintenance tracks of light rail vehicles, as well as activities that can be performed thereon, are contained in the catalogue of service facilities, which is available on the railway Infrastructure managers website, as an annex to this NS.

2. ANCILLARY FACILITIES

These are technical facilities linked to rolling stock where some of the following tasks can be performed: identification of damage to wheels, hot boxes, overloads, loading gauge control, cargo stowed etc. They are designed for traffic safety and have appropriate technologies to fulfill their mission.

There is a set of scales distributed along the General Interest Rail Network, which mission is to identify overweight in wagons, avoiding derailments and over-efforts to infrastructures. Specifically, there are 30 automatically operated dynamic scales, all with remote control, please consult your location on Map 3. Adif through the Department of Systems and Operational Media Management in the General Directorate for Traffic and Capacity Management keeps the scale strength and contrast wagons in accordance with current standards.

7.3.8. PORT AND MARITIM FACILITIES

RUs shall be entitled to access existing railway infrastructures in the field of maritime or river ports, under the conditions set for this purpose between port authorities and the railway infrastructure manager.

The provision of basic, supplementary and ancillary services at service facilities located in ports of general interest shall be in accordance with port legislation.

For more information, consult the Maps and Descriptive Leafletsof service facilities included on PISERVI application, which are available on the Infrastructure Manager's website as an annex to this NS.

7.3.9. PROTECTION AND REFIEF FACILITIES

Set of systems available at railway infrastructure manager 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 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 The Ministry of Transport And Sustainable Mobility, laying down the rights and obligations of each party, by virtue of the following principles:

a) The infrastructure general manager and the Port Authority shall establish under guidelines established by the The Ministry of Transport And Sustainable Mobility, the standards for a physical and functional connection of railway infrastructures managed by every entity. For this purpose, the agreement shall define the connection lines of the port with the rest of the General Interest Rail Network.

b) Port Authorities shall set up regarding general interest ports and prior favorable report of the State Ports standards on design and operation of the existing network at each port, so as to not disrupt the proper functioning General Interest Rail Network managed by the Rail Infrastructure Manager.

The agreement shall include any network operation and the standards to be respected by the rail infrastructure manager for capacity allocation of the existing rail infrastructures in the area of General Interest Ports.

Currently 21 ports have connection 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 The Ministry of Transport And Sustainable Mobility.

On said private-owned rail infrastructure, rail transport may be exclusively performed on the owner's account, in addition to other main activities performed by the owner.

The connection of privately owned rail infrastructures outside the General Interest Railway Network, especially of loading areas, with the General Interest Railway Network, may only be made if expressly authorized by Adif. The owner of the privately owned rail infrastructure shall facilitate the connection on the terms specified in the authorization.

Loading areas are railway infrastructures state or privately owned, which consist of tracks in a facility for loading, unloading and stabling coaches with a link to a line by one or more switches in open track, which serve to complement the General Interest Rail Network owned by Adif, including the units dedicated to construct, repair or maintain railway stock, such as coaches, wagons, locomotives and track machinery privately owned.

Article 52 of Rail Industry Regulation sets out the conditions to connect private-owned rail infrastructure with the General Interest Rail Network, and construction and operation regime of private-owned items that complement state-owned rail infrastructures.



Since 1 January 2005, 61 privately owned rail infrastructure connections to the GIRN have been authorized, and shall be managed by the infrastructure manager. As of April 30, 2024 , there are 160 private derivations in commercial operation on conventional lines (13 private for public use) and 6 on metric gauge lines The Catalogue of Descriptive Data Files of the Service Facilities - attached to this Network Statement includes a list of these Facilities.

The descriptive leaflets of Service Facilities are available on PISERVI application, annexed to this Network Statement, specifying if they are located on lines with conventional gauge or on lines with metric gauge, which are classified, according to their use, in:

- Private loading docks for public use
- Private loading docks

For more information, consult the Corporate Management and Presidency Office Directorate (ADIF - Alta Velocidad Directory, section 1.6).

7.3.12. LINE CHANGERS

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 transhipment of the freight. There are also facilities for transhipment of containers and freight at border points of Irun and Portbou. STheir location is shown in the maps, in the document attached to this NS.

Information specific to these Facilities is included in the Service Facilities Catalogue annexed to this Network Statement.

RUs shall be entitled to the use track-gauge changers managed by the railway infrastructure manager, to the extent that their rolling stock is adapted to the technical characteristics. The rail infrastructure manager guarantees at all times the provision of this service associated with path allocation to move along RFIG lines.

Technical rolling stock operations, locomotive coupling, brake test, defrosting, shunting direction or track change operations, as well as their dedication are for RUs.

RUs dedicated to freight transport may request to TRANSFESA the use of the axle changers located at the borders of Hendaya and Cerbère, under conditions determined by said undertaking.

TRACK GAUGE CHANGERS

These are facilities where track gauge necessarily changes in a rail vehicle to adapt it to a different track gauge. There are two systems:

- With TALGO technology.
- With CAF technology.

Furthermore, some of these facilities enable gauge changers in trains with both technologies. Gauge changing technology for trains with variable gauge enable rail traffic to pass through different networks, in a short time and without discomfort for passengers, key for a progressive extension of high-speed benefits.

For additional information consult:

Subdirección de Operaciones de Alta Velocidad

Dirección General de Conservación y Mantenimiento.
Paseo del Rey, 32 Planta baja - 28008 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
GRANADA	TALGO	SIMPLE	Granada

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	●	●	●	●	●

30' Stations with support up to 30 minutes before train departure.

STATION	STATION ACCESSIBILITY				
	PARKING PLACE	LOBBY AND SHOPPING AREA	BETWEEN PLATFORMS	TOILETS	WHEEL CHAIR
LEÓN	●	●	●	●	●
MADRID-CHAMARTÍN-CLARA CAMPOAMOR *	●	●	●	●	●
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	●	●	●	●	●

45′ * Madrid Chamartín – Clara Campoamor Station with support up to 45 minutes before train departure.

30′ 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_ Reference Documentation

E_ Glossary

F_ Catalogue of Lines and Sections on the RFIG

G_ Average Capacity of Adif Main Lines

H_ Classification of Lines by Types

I_ Contractual Models

J_ Dispute Resolution Procedure

K_ Information Exchange

L_ Framework Capacity Statement

M_ Self-Consumption Procedure

Annex A

Working Timetable 2025/2026 and 2026/2027

- On Sunday 14 de December de 2025 begin 2026 new Timetable, valid until Saturday, 12 December 2026.
- On Sunday, 13 December 2026, begin 2027 new Timetable, valid until Saturday, 11 December 2027
- 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.



2025

JANUARY

Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY

Mo	Tu	We	Th	Fr	Sa	Su
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

MARCH

Mo	Tu	We	Th	Fr	Sa	Su
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL

Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY

Mo	Tu	We	Th	Fr	Sa	Su
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE

Mo	Tu	We	Th	Fr	Sa	Su
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9	10	11	12	13	14	15
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30						

JULY

Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3
3	4	5	6	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER

Mo	Tu	We	Th	Fr	Sa	Su
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2026

JANUARY

Mo	Tu	We	Th	Fr	Sa	Su
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

Mo	Tu	We	Th	Fr	Sa	Su
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH

Mo	Tu	We	Th	Fr	Sa	Su
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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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MAIN MILESTONES:

WORKING TIMETABLE 2025-2026		SCHEDULE AGREED ADJUSTMENT			MONTHLY ADJUSTMENT	
		2025		2026	2025	2026
14-dec-25	2025/2026 Start of Service Hours	08-jun-25	Agreed adjustment	14-jun-26	02-feb-25	01-feb-26
14-apr-25	Limit for International requests	08-feb-25	Requests	14-feb-26	02-mar-25	01-mar-26
14-jun-25	Límite para solicitudes Nacionales				06-apr-25	05-apr-26
07-jul-25	Provisional international Capacity allocation	08-mar-25	Provisional Capacity Allocation	14-mar-26	04-may-25	03-may-26
08-aug-25	End of the international claims period				03-aug-25	02-aug-26
14-aug-25	Provisional allocation of National Capacity	23-mar-25	End of the claim period	29-mar-26	07-sep-25	06-sep-26
25-aug-25	Final allocation of International Capacity	08-apr-25	Final Capacity Allocation	14-apr-26	05-oct-25	04-oct-26
15-sep-25	End of the national claims period				02-nov-25	01-nov-26
14-oct-25	Final allocation of National Capacity	08-may-25	Train Announcement	14-may-26		
29-oct-25	Train announcement					



Note:

- Other dates may be designated for Concluded Adjustments, when new infrastructures are commissioned.
- These dates will be communicated in advance.
- International dates are aligned with the RNE calendar.

2026

JANUARY

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FEBRUARY

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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2027

JANUARY

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FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

MAIN MILESTONES:

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13-dec-26	2025/2026 Start of Service Hours	14-jun-26	Agreed adjustment	13-jun-27	01-feb-26	07-feb-27
13-apr-26	Limit for International requests				01-mar-26	07-mar-27
13-jun-26	Límite para solicitudes Nacionales	14-feb-26	Requests	13-feb-27		
06-jul-26	Provisional international Capacity allocation				05-apr-26	04-apr-27
07-aug-26	End of the international claims period	14-mar-26	Provisional Capacity Allocation	13-mar-27	03-may-26	02-may-27
13-aug-26	Provisional allocation of National Capacity					
24-aug-26	Final allocation of International Capacity	29-mar-26	End of the claim period	28-mar-27	02-aug-26	01-aug-27
13-sep-26	End of the national claims period				06-sep-26	05-sep-27
13-oct-26	Final allocation of National Capacity	14-apr-26	Final Capacity Allocation	13-apr-27		
29-oct-26	Train announcement				04-oct-26	03-oct-27
		14-may-26	Train Announcement	13-may-27	01-nov-26	07-nov-27



Note:

- Other dates may be designated for Concluded Adjustments, when new infrastructures are commissioned.
- These dates will be communicated in advance.
- International dates are aligned with the RNE calendar.

Annex B
2025/2026 International Path Catalogue

CORRIDOR PATHS: FIGUERES V.-BARCELONA (MEDITERRANEAN CORRIDOR)

Nº SURCO	BARCELONA M./CT.	FIGUERAS V.	LÍM. ADIF-TP FERRO	CONEXIONES	CARGA, LONGITUD Y LOCOMOTORA TIPO
46117	03:45	06:34	06:39	Lyon, Forbach	1500 t 750 m Loc 252 (DT) / 256
46191	04:55	07:01	08:28	Lyon, Forbach	1500 t 750 m Loc 252 (DT) / 256
46199	08:50	11:38	11:43	Lyon, Forbach	1500 t 750 m Loc 252 (DT) / 256
46195	19:50	23:04	23:08	Somain	1500 t 750 m Loc 252 (DT) / 256

Nº SURCO	CONEXIONES	LÍM. ADIF-TP FERRO	FIGUERAS V.	BARCELONA M. /CT.	CARGA, LONGITUD Y LOCOMOTORA TIPO
46186	Somain	05:42	05:49	08:44	1500 t 750 m Loc 252 (DT) / 256
46188	Lyon, Forbach	19:35	18:07	22:13	1500 t 750 m Loc 252 (DT) / 256
46190	Lyon, Forbach	20:11	20:38	23:03	1500 t 750 m Loc 252 (DT) / 256
43248	Lyon, Forbach	21:28	21:57	00:21	1500 t 750 m Loc 252 (DT) / 256

CORRIDOR PATHS: BADAJOZ -MÉRIDA (ATLANTIC CORRIDOR)

Nº SURCO	MÉRIDA	BADAJOZ	KM. 517,6 (FRONTERA)	CONEXIONES	CARGA, LONGITUD Y LOCOMOTORA TIPO
40816	05:07	06:10	06:17	Entroncamento/ La Salud	1410 t 450 m Loc 335

Nº SURCO	CONEXIONES	KM. 517,6 (FRONTERA)	BADAJOZ	MÉRIDA	CARGA, LONGITUD Y LOCOMOTORA TIPO
40819	Entroncamento/ La Salud	01:38	2:40	03:33	1410 t 400 m Loc 335

CORRIDOR PATHS: CERBERE-PORTBOU-BARCELONA-ALGECIRAS-ALMERÍA / MADRID (MEDITERRANEAN CORRIDOR)

Nº SURCO	GRANOLLERS	-	PORTBOU	CONEXIONES	CARGA, LONGITUD Y LOCOMOTORA TIPO
40105	21:45	-	23:54	Metz, Amberes	960 t 500 m Loc 253
40893	20:23	-	22:46	Lyon, Forbach	960 t 500 m Loc 253
Nº SURCO	**CONEXIONES**	**PORTBOU**	**-**	**GRANOLLERS**	**CARGA, LONGITUD Y LOCOMOTORA TIPO**
40890	Lyon, Forbach	03:10	-	05:39	960 t 500 m Loc 253
40112	Metz, Amberes	04:10	-	06:15	960 t 500 m Loc 253
Nº SURCO	**CONSTANTÍ**	**GERONA**	**PORTBOU**	**CONEXIONES**	**CARGA, LONGITUD Y LOCOMOTORA TIPO**
40117/6	19:40	23:49	00:46	Lyon, Forbach	960 t 450 m Loc 253
40113/2	18:30	22:23	23:22	Metz, Amberes	960 t 450 m Loc 253
Nº SURCO	**CONEXIONES**	**PORTBOU**	**GERONA**	**CONSTANTÍ**	**CARGA, LONGITUD Y LOCOMOTORA TIPO**
40110/1	Metz, Amberes	04:18	05:08	09:33	960 t 450 m Loc 253
40258/9	Lyon, Forbach	01:15	02:13	06:08	960 t 450 m Loc 253

(2) Grooves shared with 40197 and 40612/3 of the Atlantic corridor.

Nº SURCO	GRISÉN	TARRAGONA	CERBÈRE	CONEXIONES	CARGA, LONGITUD Y LOCOMOTORA TIPO
40882/3	19:17	02:32 (+1)	06:52 (+1)	Lyon, Forbach	960 t 450 m Loc 253
Nº SURCO	**CONEXIONES**	**CERBÈRE**	**TARRAGONA**	**GRISÉN**	**CARGA, LONGITUD Y LOCOMOTORA TIPO**
40586/7	Lyon, Forbach	00:46	04:29	09:26	960 t 450 m Loc 253
Nº SURCO	**ALGECIRAS**	**VICÁLVARO CL.**	**CERBÈRE**	**CONEXIONES**	**CARGA, LONGITUD Y LOCOMOTORA TIPO**
40152/3 (2)	17:04	12:30	03:55	Lyon, Modane	1060 t, 450 m, Loc 335/253 960 t 500 m Loc 253
Nº SURCO	**CONEXIONES**	**CERBÈRE**	**VICÁLVARO CL.**	**ALGECIRAS**	**CARGA, LONGITUD Y LOCOMOTORA TIPO**
40512/3 (2)	Lyon, Modane	22:12	11:30 (+1)	08:40	1080 t, 450 m, Loc 253 1080 t, 450 m, Loc 253/335
Nº SURCO	**ALMERÍA**	**VICÁLVARO CL.**	**CERBÈRE**	**CONEXIONES**	**CARGA, LONGITUD Y LOCOMOTORA TIPO**
40459 (2) +40152/3	19:30	12:30 (+1)	03:56 (+2)	Lyon, Modane	750 t, 430 m, Loc 335 960 t, 450 m, Loc 253
Nº SURCO	**CONEXIONES**	**CERBÈRE**	**VICÁLVARO CL.**	**ALMERÍA**	**CARGA, LONGITUD Y LOCOMOTORA TIPO**
40512/3 + 40546 (2)	Lyon, Modane	22:55	12:31	10:40	1080 t, 450 m, Loc 253 960 t 430 m Loc 335
Nº SURCO	**MURCIA**	**SILLA**	**CERBÉRE**	**CONEXIONES**	**CARGA, LONGITUD Y LOCOMOTORA TIPO**
40490/1	07:10	12:11	--	Lyon, Forbach	960 t 450 m Loc 335 1000t 500 m Loc 253
40248/9	-	15:15	00:38 (+1)	Lyon, Forbach	1000 t 500 m Loc 253
40246/7	-	21:02	04:27 (+1)	Lyon, Forbach	1000 t 500 m Loc 253
Nº SURCO	**CONEXIONES**	**CERBÈRE**	**SILLA**	**MURCIA**	**CARGA, LONGITUD Y LOCOMOTORA TIPO**
40846/7 40848/9	Lyon, Forbach	2:17	09:57 11:25	16:11 16:11	1000 t 450 m Loc 253 960 t 450 m Loc 335
40844/5	Lyon, Forbach	12:53	22:38	-	1000 t 450 m Loc 253

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:

Application Forms



Annex D

Reference Documentation

Updated to February 28, 2025.

INTERNATIONAL LAW

International Agreement Concerning, International Carriage by Rail (COTIF), signed in Berne on 9 May 1980. OFFICIAL STATE GA- ZETTE 16 of 18 January 1986. Corrigendum Official State Gazette 125 of 26/05/1986 (updated version). mended by Vilna Protocol of 3 June 1999.

OFFICIAL STATE GAZETTE 149 of 23 June, 2006.

Amendments to the Convention concerning International Carriage by Rail (COTIF) and Annexes, signed in Bern on 14 June 2017 at the 10th meeting of the Committee of Intergovernmental Organization of Technical Experts for International Carriage by Rail (OTIF).

State Official Gazette 40 of 15 February 2019.

Amendments to the Regulations on International Carriage of Dangerous Goods by Rail (RID 2019), Appendix C of the Convention on International Rail Transport (COTIF), signed in Bern on 9 May 1980 by the Committee of Experts on transport of dangerous goods at their 55th session held in Bern on 30 May 2018.

STATE OFFICIAL GAZETTE 145, OF 18 June 2019.

Amendment to the Standards on International Carriage of Dangerous Goods by Rail (RID 2021), Annex C to the Convention on International Carriage by Rail (COTIF), signed in Bern on 9 May 1980, with Amendments signed by the Commission of experts on transport of dangerous goods through a written procedure.

State Official Gazette 120 of 20 May 2021.

International agreements.- Information on the entry into force of the agreement on 1 July, 2011, between the European Union and Intergovernmental Organization for International Carriage by Rail of adhesion in the European Union to the Convention concern- ing International Carriage by Rail (COTIF) of 9 May 1980, as amended by Vilnius Protocol of 3 June 1999. Information on the entry into force as of 1 July 2011.

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International Convention on the Harmonization of Frontier Controls of Freight Goods (Harmonization Convention), Geneva 21 October 1982, amending Annex 9 "Streamlining border crossing procedures for international rail freight transport".

Amendment to the OFFICIAL JOURNAL OF THE EUROPEAN UNION, of 30 November 2011

EUROPEAN REGULATION

1. - REGULATION

Regulation (EEC) Nr. 1108/1970, of the Council of 4 June 1970, On an accounting of costs related to infrastructures of transport by rail, road and inland waterways.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 130 of 15 de June 1970.

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OFFICIAL JOURNAL OF THE EUROPEAN UNION L 56 of 29 February 2008.

Regulation (CE) 653/2007 of 13 June on using a common European format for safety certificates and application documents, in accordance with Directive 2004/49/CE, article 10, and on the validity of safety certificates issued under Directive 2001/14/EC.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 153/9 of 14 June 2007

Regulation (EC) 1370/2007 of the European Parliament and of the Council, of 23 October 2007. Regarding public passenger transport services by rail and by road and repealing Council Regulations (EEC) Nos.1191/69 and (EEC) 1107/70.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 315, of 3 December 2007.

M1 Regulation (EU) Nr 2338/2016 of the European Parliament and the Council of 14 December 2016.

Regulation (EC) 1371/2007 of the European Parliament and of the Council, of 23 October 2007. Regarding the rights and obligations of railway passengers.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 315, of 3 December 2007.

Valid until 6 June 2023, the date when Regulation (EU) 2021/782 of the European Parliament and of the Council of 29 April 2021 on rights and duties of rail passengers enters into force, as published in the OFFICIAL JOURNAL OF THE EUROPEAN UNION L172/1, of 17 May 2021

Regulation (EC) 451/2008 of the European Parliament and of the Council of 23 April 2008, setting a new statistical classification of products by activity (CPA), and repeals (EEC) Regulation No 3696 / 93 of the Council 7.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 145, of 4 June 2008.

Regulation (EC) 169/2009 of the Council, of 26 February 2009, Applying the rules of competition to rail, road and inland waterway transport sectors.
OFFICIAL JOURNAL OF THE EUROPEAN UNION L 61/1 of 5 March 2009.

Regulation (EU) 36/2010 of the Commission, of 3 December, 2009. Regarding European Community train driving license models, supplementary certificates, certified copies of supplementary certifi- cates and application forms for train driving licenses, pursuant to Directive 2007/59/ EC of the European Parliament and Council.
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Amended by: M1 REGULATION (EU) Nr. 519/2013 OF THE COMMISSION of 21 February, 2013.
Corrected by: C1 Corrigendum OJ L 286, 4.11.2010, p.22 (36/2010).

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OFFICIAL JOURNAL OF THE EUROPEAN UNION L 276/22 of 20 October 2010.

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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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OFFICIAL JOURNAL OF THE EUROPEAN UNION of 17 November 2012.

Regulation (EU) N º 321/2013 of the Commission of 13 March 2013. On technical specification for interoperability relating to the subsystem "rolling stock - freight wagons" of the rail system in the European Union and that repeals Decision 2006/861/EC.

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M1 Regulation (EU) 1236/2013 of the commission of 2 December 2013.

M2 Regulation (EU) 2015/924 of the Commission of 17 June 2015.

M3 2019/776 Commission Execution Regulation (EU) of 16 May 2019.

M4 Commission Implementing Regulation (EU) 2023/1694 of 10 August 2023.

Implementing Regulation (EU) No 402/2013 of the Commission of 30 April 2013. On the adoption of a safety method to evaluate and assess the risk repealing Regulation (EC) No 352/2009.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 3 May 2013.

Amended by: M1 Implementing Regulation (EU) 2015/1136 of the Commission of 14 July 2015.

Regulation (EU) No 1315/2013 of the European Parliament and of the Council of 11 December 2013 on the Union guidelines to develop the Trans-European Transport Network, and repeals Decision No 661/2010/EU.

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Regulation (EU) Nr. 1299/2014 of the Commission of 18 November 2014. On technical specifications for interoperability of "infrastructure" subsystem in the European Union rail system.

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M1 2019/776 (EU) Commission Execution Regulation of 16 May 2019.

M2 Commission Implementing Regulation (EU) 2023/1694 of 10 August 2023.

Regulation (EU) Nr. 1300/2014 of the Commission of 18 November 2014. Concerning the interoperability technical specification relating to the accessibility of the rail system in the Union for disabled per- sons and persons with reduced mobility.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 12 December 2014.

M1 Commission Execution Regulation (EU) 2019/772 of 16 May 2019, amending Regulation (EU) Nr 1300/2014 regarding the inventory of assets, in order to identify obstacles to accessibility, provide information to users and monitor and evaluate advances in accessibility. (Amendment to TSI of people with reduced mobility). OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.

M2 Commission Implementing Regulation (EU) 2023/1694 of 10 August 2023

Regulation (EU) Nr. 1301/2014 of the Commission of 18 November 2014. On technical specifications for interoperability of the subsystem "energy" of the rail system in the European Union

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 12 December 2014.

M1 Commission Execution Regulation (UE) 2018/868 of 13 June 2018.

M2 2019/776 (EU) Commission Execution Regulation of 16 May 2019.

M3 Commission Implementing Regulation (EU) 2023/1694 of 10 August 2023.

Regulation (EU) Nr. 1302/2014 of the Commission of 18 November 2014. On the technical specification for interoperability of the rolling stock subsystem "locomotives and passenger rolling stock" of the rail system in the European Union.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 12 December 2014.

M1 Commission Execution Regulation (EU) 2018/868 of 13 June 2018. OFFICIAL JOURNAL OF THE EUROPEAN UNION of 14 June 2018.

M2 2019/776 (EU) Commission Execution Regulation of 16 May 2019.

M3 Commission Implementing Regulation (EU) 2020/387 of 9 March 2020 amending Regulations (EU) No 321/2013, (EU) No 1302/2014 and (EU) 2016/919 as regards extending the area of use and transitional periods.

M4 Commission Implementing Regulation (EU) 2023/1694 of 10 August 2023.

Regulation (EU) Nr. 1303/2014 of the Commission of 18 November 2014. On technical specification for interoperability relating to "safety in railway tunnels" in the rail system in the European Union.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 12 December 2014.

M1 Commission Implementing Regulation (EU) 2019/776 of 16 May 2019.

M2 Commission Implementing Regulation (EU) 2020/387 of 9 March 2020.

Regulation (EU) No. 1304/2014 of the Commission of 26 November 2014. On the technical specification for interoperability applicable to subsystem rolling stock-noise-amending decision 2008/232/EC and repealing decision 2011/229/EU.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 359 of 12 December 2014.

M1 Commission Execution Regulation (EU) 2019/774 of 16 May 2019.

M2 2019/776 (EU) Commission Execution Regulation of 16 May 2019.

M3 Commission Implementing Regulation (EU) 2023/1694 of 10 August 2023.

Regulation (EU) Nr. 1305/2014 of the Commission of 11 December 2014. On the technical specification for interoperability relating to telematics applications subsystem for the transport of freight in the European Union repealing Regulation (EC) No 62/2006.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 12 December 2014.

M1 Commission Execution Regulation (EU) 2018/278 of 23 Fer 2018: the annex to the Regulation is modified.

M2 Commission Implementing Regulation (EU) 2019/778 of 16 May 2019.

M3 Commission Implementing Regulation (EU) 2021/541 of 26 March 2021.

Implementing Regulation (EU) Nr. 10/2015 of the Commission of 6 January 2015. On criteria for applicants to obtain railway infrastructure capacity, repealing Implementing Regulation (EU) Nr. 870/2014.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 7 January 2015.

Implementing Regulation (EU) Nr. 171/2015 of the Commission of 4 February 2015. On certain aspects of the procedure to grant licenses to railway undertakings.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 5 February 2015.

Regulation (EU) Nr 302/2015 of the Commission of 25 February 2015. Amending Regulation (EU) Nr. 454/2011 on the technical specification for interoperability corresponding to the subsystem "telematics applications for passenger services" of the rail system.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 26 February 2015.

Implementing Regulation (EU) Nr 909/2015 of the Commission of 12 June 2015. Laying down rules for calculating the costs directly attributable to operating the train service.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 13 June 2015.

Regulation (EU) Nr 995/2015 of the Commission of 8 June 2015. Amending the decision 2012/757/EU on the technical specification for interoperability relating to the " traffic operation and management", of the rail system in the European Union.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 30 June 2015.

Implementing Regulation (EU) Nr 1100/2015 of the Commission of 7 July 2015. On reporting obligations of Member States as part of the supervision of the railway market.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 9 July 2015.

Implementing Regulation (EU) Nr 545/2016 of the Commission of 7 April 2016. On procedures and criteria for framework agreements on allocation of railway infrastructure capacity.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 8 April 2016.

Regulation (EU) No 796/2016 of the European Parliament and the Council of 11 May 2016. On the Rail Agency on the European Railway Agency whereby Regulation (EC) No 881/2004 is repealed.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 138 of 26 May 2016.

Regulation (EU) No 2337/2016 of the European Parliament and of the Council, of 14 December 2016. Repealing Council Regulation (EEC) No 1192/69 on common rules for the standardization of accounts of railway undertakings.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 23 December 2016.

Regulation (EU) /2338/2016 of the European Parliament and the Council of 14 December 2016 amending Regulation (EC) No 1370/2007, on opening the market for national rail passenger transport services**.**

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 354/22, of 23 December 2016.

Implementing Regulation (EU) 2017/6 of the Commission of 5 January 2017. On the European Deployment Plan of the European Rail Traffic Management System.
OFFICIAL JOURNAL OF THE EUROPEAN UNION of 6 January 2017.

Implementing Regulation 2017/2177 of the Commission of 22 November 2017. On access to service facilities and related rail services.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 23 November 2017.

Commission Implementing Regulation (EU) 2018/545 of 4 April 2018. Laying down the practical arrangements to authorize railway vehicles and the process to authorize the type of railway vehicles in accordance with Directive (EU) 2016/797 of the European Parliament and of the Council (relevant text for the purposes of EEE.)

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 6 April 2018.

Amended by: Commission Implementing Regulation (EU) 781/2020 of 12 June 2020, which modifies Commission Implementing Regulation (EU) 2018/545 on the application dates and certain transitory provisions to extend the transposition period of Directive (EU) 2016/797 of the European Parliament and of Council.

Regulation (EU) 2018/643 of the European Parliament and of the Council of 18 April 2018 Relative to statistics on rail transport. Regulation (EC) 91/2003 of 16 December 2002 is repealed.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 2 May 2018.

Commission Delegated Regulation (EU) 2018/761 of 16 February 2018. Setting common safety methods for national safety authorities to supervise following the issuance of a single safety certificate or a safety authorization in accordance with Directive (EU) 2016/798 of the European Parliament and of the Council and repealing Regulation (EU) No 1077/2012 of the Commission

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 25 May 2018.

Amended by: Commission Delegated Regulation (EU) 2020/782 of 12 June 2020 on the application dates upon extending the transposition period of Directive (EU) 2016/798 of the European Parliament and the Council.

Commission Delegated Regulation (EU) 2018/762 of 8 March 2018,Setting common safety methods on safety management system requirements in accordance with (EU) 2016/798 Directive of the European Parliament and of the Council, and repealing (EU) nr. 1158/2010 and (EU) 1169/2010 Commission Regulations.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 25 May 2018.

Amended by: Commission Delegated Regulation (EU) 2020/782 of 12 June 2020 on the application dates after extending the transposition period of Directive (EU) 2016/798 of the European Parliament and the Council.

Commission Implementing Regulation (EU) 2018/763 of 9 April 2018. Laying down the practical arrangements to issue single safety certificates to railway undertakings in accordance with Directive (EU) 2016/798 of the European Parliament and of the Council, and repeals Regulation (EC) No. 653/2007 of the Commission.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 25 May 2018.

Commission Implementing Regulation (EU) 2018/764, of 2 May 2018. About the fees and tariffs payable to the Railway Agency of the European Union and payment terms.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 25 May 2018.

Commission Implementing Regulation (EU) 2018/867 of 13 June 2018. Providing for the internal regulation of the European Union Railway Agency resources Room(s).

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 14 June 2018.

Commission Implementing Regulation (EU) 2018/1795 of 20 November 2018, establishing the procedure and criteria to apply the economic balance test in accordance with article 11 of Directive 2012/34/ EU of the European Parliament and of the Council.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 294/5 of 21 November 2018.

Commission Implementing Regulation (EU) 2018/1602 of 11 October 2018. Amending Annex I to Council Regulation (EEC) No 2658/87 concerning the tariff and statistical nomenclature and the Common Customs Tariff.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 31 October 2018.

Commission Implementing Regulation (EU) 2019/250 of 12 February 2019. Concerning the templates for statements and "EC" certificates of railway interoperability constituents and subsystems, the model statement of conformity with an authorized type of railway vehicle and "EC" verification procedures for subsystems in accordance with Directive (EU) 2016/797 of the European Parliament and of the Council, and repealing Commission Regulation (EU) No 201/2011.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 13 February 2019.

Amended by: Commission Execution Regulation (EU) 2020/779 of 12 June 2020 on application dates after extending the transposition period of Directive (EU) 2016/797 of the European Parliament and the Council.

Implementing Regulation (EU) 2019/773 of the Commission of 16 May 2019. Concerning the technical specification of interoperability corresponding to the subsystem "traffic operation and management" of the European Union railway system and repealing Decision 2012/757/EU. (New TSI - OPERATIONS).

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.

Amended by: Commission Implementing Regulation (EU) 2023/1693 of 10 August 2023.

Commission Implementing Regulation (EU) 2019/777 of 16 May 2019. On common specifications of the railway infrastructure register and repealing Implementing Decision 2014/880/EU. (New RINF specifications).

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.

Commission Implementing Regulation (EU) 2019/778 of 16 May 2019. Amending Regulation (EU) No. 1305/2014 as regards change management. (Modification TSI - Telematic Applications for Freight).

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.

Commission Implementing Regulation (EU) 2019/779 of 16 May 2019. . Laying down detailed provisions concerning a certification system for entities in charge of vehicle maintenance in accordance with Directive (EU) 2016/798 of the European Parliament and of the Council and repealing Commission Regulation (EU) No 445/2011.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.

Modified by Commission Implementing Regulation (EU) 2020/780 of 12 June 2020, amending Regulation (EU) No. 445/2011 and Implementing Regulation (EU) 2019/779 on measures to extend the validity of certain certificates of railway entities dedicated to maintenance and certain transitory provisions due to COVID-19 pandemic.

Commission Recommendation (EU) 2019/780 of 16 May 2019. On practical provisions for issuing safety authorizations to infrastructure managers.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 27 May 2019.

Commission Implementing Regulation (EU) 2020/424 of 19 March 2020, on presenting information to the Commission about a not application of the technical specifications for interoperability in accordance with Directive (EU) 2016/ 797.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L84/20 of 20 March 2020.

Commission Implementing Regulation (EU) 2020/572 of 24 April 2020 on the information presentation structure to which railway accident and incident investigation reports shall comply.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L132/10 of 27 April 2020.

Regulation (EU) 2020/698 of the European Parliament and the Council of 25 May 2020, setting specific and temporary measures, as a result of COVID-19 outbreak, regarding a renewal or extension of certain certificates, permits, licenses and authorizations, and postponement of certain periodic controls and continuous training in certain areas of transport legislation.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L165/10 of 27 May 2020.

Regulation (EU) 2021/267 of the European Parliament and the Council of 16 February 2021, setting specific and temporary measures, as a result of the COVID-19 crisis extension, regarding the renewal or extension of certain certificates, permits, licenses and authorizations, the postponement of certain periodic controls and continuous training in certain areas of transport legislation and the extension of certain periods contemplated in Regulation (EU) 2020/698.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L60/1 of 22 February 2021.

Regulation (EU) 2021/782 of the European Parliament and of the Council of 29 April 2021, on the rights and obligations of rail passengers (in force as from 6 June 2023).

OFFICIAL JOURNAL OF THE EUROPEAN UNION L172/1, 17 May 2021.

Regulation (EU) 2021/1153 of the European Parliament and of the Council of 7 July 2021, on the technical specification for interoperability concerning command and signalling control subsystems of the European Union rail system, and repealing Commission Regulation (EU) No 2016/919

OFFICIAL JOURNAL OF THE EUROPEAN UNION L249/38, of 14 July 2021.

Commission Implementing Regulation (EU) 2023/1695 of 10 August 2023 setting up the Mechanism "Connecting Europe" and repealing Regulations (EU) No 1316/2013 and (EU) No 283/2014.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L222/380 of 8 September 2023.

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2. - DIRECTIVES

Council Directive 1992/106/EEC of 7 December 1992 on setting common standards for certain combined transport of goods between Member States.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 17 December 1992.

Directive 2005/47/EC of the Council, of 18 July, 2005. Regarding the Agreement between the Community of European Railways (CER) and the European Transport Workers' Federation (ETF) on certain aspects of working conditions for mobile workers who carry out cross border interoperability services in the railway sector.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 195, of 27 July 2005.

Directive 2007/59/EC of the European Parliament and of the Council, of 23 October 2007. Regarding certification of train drivers operating locomotives and trains in the Community rail system.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 315, of 3 December 2007.

Amended by:

M1 DIRECTIVE 2014/82/EU OF THE COMMISSION. Text with EEA relevance of 24 June 2014.

M2 DIRECTIVE 2016/82/EU OF THE COMMISSION Text with EEA relevance of 1 June 2016.

M3 2019/554 (EU) Commission Regulation of 5 April 2019, amending annex 6 to 2007/59/EC Directive of the European Parliament and the Council on the certification of locomotive and train drivers in the Community's rail system.

Directive 2008/68/EC of the European Parliament and of the Council, of 24 September 2008.
Regarding land transport of dangerous goods.

OFFICIAL JOURNAL OF THE EUROPEAN UNION L 260, of 30 September 2008.

Amended by:

M1 COMMISSION DECISION of 4 March 2009.

M2 COMMISSION DECISION of 25 March 2010.

M3 DIRECTIVE 2010/61/EU DE LA COMMISSION 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.



Directive 2012/34/EU of the European Parliament and of the Council of, de 21 de November de 2012. Establishing a single European railway area.
OFFICIAL JOURNAL OF THE EUROPEAN UNION , de 14 de December de 2012.
C1 Corrigendum, DO L 067, 12.3.2015, p. 32 (Directive 2012/34/UE).
M1 DIRECTIVE 2016/2370/EU of the European Parliament and of the Council of, de 14 de December de 2016.
M2 DELEGATED DECISION (EU) 2017/2075 COMMISSION de 4 de September de 2017.

Directive 2014/94/EU of the European Parliament and of the Council of 22 October 2014 on the implementation of an infrastructure for alternative fuels.
OFFICIAL JOURNAL OF THE EUROPEAN UNION, of 28 October 2014.

Directive 2016/797/EU of the European Parliament and of the Council of 11 May 2016. On interoperability of the rail system within the European Union.
OFFICIAL JOURNAL OF THE EUROPEAN UNION L 138 of 26 May 2016.
Amended by Directive (EU) 2020/700, of the European Parliament and the Council, of 25 May 2020, on extending the transposition periods.

Directive 2016/798/EU of the European Parliament and of the Council of 11 May 2016. On railway safety.
OFFICIAL JOURNAL OF THE EUROPEAN UNION L 138 of 26 May 2016.
Amended by Regulation (EU) 2020/1530 of 21 October 2020, on applying railway safety and interoperability standards to the fixed connection across the English Channel.
Amended by Directive (EU) 2020/700 of the European Parliament and the Council, of 25 May 2020, on extending the transposition periods.

Directive (EU) 2016/1148 of the European Parliament and of the Council of 6 July 2016 on measures to ensure a high common level of safety of networks and information systems in the Union.
OFFICIAL JOURNAL OF THE EUROPEAN UNION of 19 July 2016.

Directive (UE) 2020/700 of the European Parliament and of the Coun cil of 25 May 2020, granting Member States an additional period to complete the transposition process until 31 October 2020.

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3. - EXECUTION DECISIONS

Commission Execution Decision 2011/665/EU of 4 October 2011. On the European Register of Authorized Types of Rail Vehicles

OFFICIAL JOURNAL OF THE EUROPEAN UNION, of 8 October 2011.

M1 Commission Execution Regulation 2019/776 of 16 May 2019

M2 Commission Implementing Regulation 2023/1696, of 10 August 2023.

Commission Delegated Decision (EU) 2017/1474 of 8 June 2017. Completing (EU) 2016/797 Directive of the European Parliament and of the Council as regards the specific purposes of draft- ing, adoption and review of interoperability technical specifications.

OFFICIAL JOURNAL OF THE EUROPEAN UNION of 15 August 2017.

M1 Commission Implementing Regulation 2019/776 of 16 May 2019.

GOVERNMENT REGULATION

1. - RULES WITH LAW STATUS

Law 15/2009, of 11 November on contracts of land transport of freight.

Official State Gazette of 12 November 2009.

Royal Decree-Law 22/2012, of 20 July on measures to adopt in the field of infrastructure and rail services.

Official State Gazette of 21 July 2012.

Law 3/2013 of 4 June, to create the National Commission for Markets and Competition.

Official State Gazette of 5 June 2013.

M1 Royal Decree-Law 23/2018, of 21 December on transposing directives on trademarks, rail transport and combined travel and related travel services. STATE OFFICIAL GAZETTE of 27 December 2018.

M2 Royal Decree-Law 1/2019, of 11 January on urgent measures to adapt the powers of the National Commission of the Markets and Competition to the requirements arising from Community law with regard to Directives 2009/72/EC and 2009/73/ EC of the European Parliament and of the Council of 13 July 2009 on common rules for the internal market of electricity and natural gas. STATE OFFICIAL GAZETTE of 12 January 2019.

Royal Decree-Law 15/2013, of 13 December on restructuring the public business entity "Administrador de infraestructuras ferroviarias" (ADIF) and other urgent measures in the economic order.

Official State Gazette of 14 December 2013.

Royal Legislative Decree 1/2013, of 29 November approving the Consolidated Text of the General Law on rights of people with disabilities and their social inclusion.

Official State Gazette of 31 December 2013.

Law 38/2015, of 29 September, of the Rail Sector. Official State Gazette of 30 September 2015.

M1 23/2018 Royal Decree-Law, of 21 December on transposition of directives on trademarks, rail transport, combined travel and related travelling services. State Official Gazette of 27 December 2018.

M2 Law 6/2018, of 3 July.

M3 Royal Decree-Law 28/2020, of 22 September.

M4 Law 10/2021, of 9 July.

M5 Law 13/2021, of 1 October.

M6 Law 4/2022, of 25 February 2022.

M7 Royal Decree-Law 14/2022, of 1 August.

M8 Law 26/2022, of 19 December.

M9: Law 2/2024 of 1 August.

Law 2/2024, of 1 August on the creation of the Independent Administrative Authority for Technical Investigation of Railway, Maritime and Civil Aviation Accidents and Incidents.

State Official Gazette of 22 August 2024.

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2. - RULES WITH ROYAL DECREE STATUS

Royal Decree 387/1996, of 1 March. Approving the Basic Guideline of Civil Protection Planning toward a risk of accident carrying dangerous goods by road and rail.

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.

Royal Decree 1256/2003 of 3 October. Determining the competent authorities of the State General Administration on transport of dangerous goods and governing the commission to coordinate such transport.

Royal Decree 2387/2004, of 30 December. Approving Rail Industry Regulation.

Official State Gazette, of 31 December 2004.

Transitional Provision 1.1 is DELETED by virtue of Royal Decree 664/2015, of 17 July.

AMENDED IS 11 additional provision by Royal Decree 623/2014, of 18 July.

REPEALED are Title VI, by Royal Decree 657/2013, of 30 August.

AMENDED is art. 56, by Royal Decree 641/2011, of 9 May.

AMENDED are: Arts. 129 and 134, by Royal Decree 1434/2010, of 5 November.

Arts. 54 to 56 and 78.2.f) and additional provision 10 is DELETED, by Royal Decree 100/2010, of 5 February.

Article 134 of Royal Decree 1006/2015, of 6 November.

REPEALED are Chapters V and VI of Title III and arts 16.1, 27.2, 35.2, 63.2 and 3, 82, 88, 133, 134.2 and Annex are AMENDED by Royal Decree 810/2007 of 22 June.

REPEALED are 14 additional provision and AMENDED are certain provisions, by Royal Decree 354/2006, of 29 March.

AMENDED: arts. 45.2, 63 indicated references and ADDED a sole additional provision and DELETED transitory provision 5 of Royal Decree 2387/2004, of 30 December by Royal Decree 271/2018, of 11 May (Ref. STATE OFFICIAL GAZETTE-A-2018 -6372).

Royal Decree 2395/2004, of 30 December. Approving the Statute of state-owned Administrador de Infraestructuras Ferroviarias.

Official State Gazette, of 31 December 2004.

AMENDED are arts. 1, 3, 4, 6, 9, 11, 13, 16, 17, 23, 27, 30, 31, 33, 34 and 40, by Royal Decree 1044/2013, of 27 December.

AMENDED ARE:

Art. 15.1, by Royal Decree 104/2011, of 28 January.

Arts. 3.1 and 16.1.p), by Royal Decree 458/2010, of 16 April.

CORRECTION of errors in Official State Gazette num. 23 of 27 January 2005.

Royal Decree 1544/2007, of 23 November. Which governs access basic conditions and non-discrimination to access and use transport modes for people with disabilities.

Official State Gazette, of 4 December 2007.

AMENDED ARE Annexes I and IX, by Royal Decree 1276/2011, of 16 September. CORRIGENDUM of errors in Official State Gazette Nr. 55, of 4 March 2008.

Annexes I and IX ARE AMENDED by Royal Decree 1276/2011, of 16 September.

Amended by Royal Decree 537/2019, of 20 September, which modifies Royal Decree 1544/2007, of 23 November, governing the basic conditions of accessibility and non-discrimination to access and use of transport means for people with disabilities.

Royal Decree 1579/2008, of 26 September. Amending Royal Decree 1561/1995, of 21 September, regarding special working days and regulating certain aspects of working conditions for mobile workers who carry out cross border interoperability services in the rail transport industry.

Official State Gazette, of 4 October 2008.

Royal Decree 626/2013 of 2 August. Setting up six certificates of professionalism of the professional family Transport and maintenance of vehicles included in the National Repertoire of certificates of professional competence and updating certificates of professional competence set out as Annex V to Royal Decree 723/2011 of 20 May and annex V to Royal Decree 1539/2011, of 31 October.

Official State Gazette of 18 September 2013.

Royal Decree 657/2013 of 30 August. Approving the Organic Statute of the National Commission on Markets and Competition

Official State Gazette of 31 August 2013.

Royal Decree 1044/2013 of 27 December. Approving the Statutes of state-owned ADIF-Alta Velocidad

Official State Gazette of 28 December 2013.

Royal Decree 623/2014 of 18 July. Governing railway accidents and incidents investigation and the Commission of Investigation of Railway Accidents.

Official State Gazette of 19 July 2014.

Royal Decree 627/2014, of 18 July. On assistance to victims of railway accidents and their families.
Official State Gazette of 19 July 2014.

Royal Decree 1072/2014, of 19 December. Whereby the Rail Safety Government Body is created and their Statutes approved.
Official State Gazette of 23 December 2014.

Royal Decree 664/2015 of 17 July. Approving Railway Traffic Regulation.
Official State Gazette of 18 July 2015.
Amended by Royal Decree 292/2016 of 15 July, which amends the single transitory provision of Royal Decree 664/2015 of 17 July, approving Rail Traffic Regulations.
Amended by Royal Decree 1011/2017, of 1 December, amending Royal Decree 664/2015, of 17 July approving Rail Traffic Regulation.
Amended by Royal Decree 695/2018, of 29 June, which amends Royal Decree 664/2015, of 17 July, and Royal Decree 1011/2017, of 1 December.
Amended by Royal Decree 1513/2018, of 28 December, which modifies sole transitory provision of Royal Decree 664/2015, of 17 July approving Rail Traffic Regulation.
Amended by Royal Decree 469/2021, of 29 June, which modifies Royal Decree 664/2015, of 17 July 17, approving Railway Traffic Regulation.

Royal Decree 1434/2018, of 7 December, to transfer to the Autonomous Community of the Basque Country, the functions and services of State Administration regarding railways and rail transport linked to Basurto Hospital-Ariz and Irauregi-Lutxana-Barakaldo railway lines.
Official State Gazette of 14 December 2018.

Royal Decree 645/2020, of 7 July, develops the basic organizational structure of the Ministry of Transport, Mobility and Urban Agenda.

Royal Decree 929/2020, of 27 October, on rail operational safety and interoperability.
Official State Gazette of 29 October 2020.

Royal Decree 524/2023, of 20 June, approving the Basic Civil Protection Standard.
State Official Gazette of 21 June 2023.

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3. - MINISTERIAL ORDERS

Order FOM/605/2004 of 27 February. On vocational training of safety advisers for the transport of dangerous goods by road, rail or inland waterways.
Official State Gazette of 9 March 2004.

Order INT/3716/2004 of 28 October. To publish intervention files for the performance of operational services in emergency accidents in the transport of danger- ous goods by road and rail.
Official State Gazette of 16 November 2004.

Order FOM/32/2005 of 17 January. Creating the Coordination Committee of Railway Activities.
Official State Gazette of 21 January 2005.

Order FOM/897/2005 of 7 April. Regarding the Network Statement and the procedure to Allocate Rail Infrastructure Capacity.
Official State Gazette of 9 April 2005.
Amended by:
Certain precepts, and art. 5 bis per Order FOM/642/2018, of 13 June.
Art. 10, by Order FOM/1977/2015, of 29 September.
Art. 11.b), by Order FOM/420/2014, of 7 March. Additional single provision ADDED by Order FOM/189/2015.



Order FOM/1269/2006, of 17 April. Approving Chapters 6 ballast and 7 Subballast, of the general technical specifications of railway stock.
Official State Gazette 1 May 2006.

Order FOM/2909/2006 of 19 September. Determining the assets, obligations and rights of RENFE Operadora.
Official State Gazette, of 22 September, 2006.

Order FOM/2924/2006, of 19 September. Governing the minimum content of the annual report for the transport of dangerous goods by road, rail or inland waterways.

Order FOM / 3671/2007, of 24 September. Approving the Instruction on actions to be considered in the Project of railway bridges (IAPF-07).
Official State Gazette of 17 December 2007. Corrigendum Official State Gazette 1 November 2008.

Order FOM/2257/2010, of 2 August. Setting the date when the Railway Infrastructure General Department will assume responsibility for safety certificates under Regulation on Traffic Safety in General Interest Rail Network.
Official State Gazette, of 23 August 2010.

Order FOM/2872/2010, of 5 November. Establishing the conditions to obtain approval certificates that allow staff to perform functions related to rail traffic safety, as well as of the regime of approved training centers and of staff medical examinations.
Official State Gazette, of 9 November, 2010.
Corrigendum Official State Gazette of 11 February 2011.
Amended by Order FOM/679/2015 of 9 April, Official State Gazette of 20 April 2015.
Amended by Order FOM/1613/2016, of 4 October, State Official Gazette of 8 October 2016.

Order FOM/3317/2010, of 17 December. Approving the Instruction on specific measures to improve efficiency carrying out public works of railway infrastructure, roads and airports of the Ministry of Public Works.
Official State Gazette of 23 December 2010.

Order FOM/2818/2012 of 28 December. Setting the criteria to segregate assets and liabilities of state-owned company Ferrocarriles Españoles de Vía Estrecha (FEVE) between the Rail Infrastructure Manager (Adif) and RENFE-Operadora.
Official State Gazette of 31 December 2012.

Order ECD/101/2013 of 23 January. That sets the curriculum of intermediate level education corresponding to the Engineering Degree in Maintenance of Rolling Stock.
Official Sate Gazette of 1 February 2013.

Order PRE/2443/2013 of 27 December. On definition of assets and liabilities of state-owned company Administrador de Infraestructuras Ferroviarias that pass to the ownership of state-owned company ADIF-Alta Velocidad.
Official State Gazette of 28 December 2013.

Order FOM/189/2015, of 11 February. Developing basic principles to apply incentives in the system of tariffs for the use of railway infrastructure, set out in Art.73 of Law 39/2003 of 17 November, of the Railway Sector.

Official State Gazette of 12 February 2015.

Order FOM/710/2015, of 30 January. Approving the Catalogue of Lines and Sections of the General Interest Rail Network.

Official Gazette of 23 April 2015.

M1 Order FOM/925/2018, of 10 September (Ref. State Official Gazette-A-2018-12397)

M2 Order TMA/1240/2020, of 8 December (Ref. State Official Gazette-A-2020-16830)

M3 Order TMA/488/2021, of 19 May (Ref. State Official Gazette-A-2021-8513)

M4 Order TMA/1108/2022, of 11 Nov (Ref. State Official Gazette-A-2022-19086)

Order FOM/1630/2015 of 14 July. Approving the "Rail Gauge Instruction".

M1 Order TMA/135/2023 of 15 February (Ref. State Official Gazette-A-2023-4324).

Order FOM/1631/2015 of 14 July. Approving the Instruction for the design and construction of railway projects IF-3. Ballasted track. Calculation of coating thicknesses on the cross section.

Official State Gazette of 4 August 2015.

Order FOM/1613/2016, of 4 October. Amending Order FOM/2872/2010 Order of 5 November, which sets the conditions to obtain the certifications that allow for exercising the functions of railway staff related to traffic safety are determined, as well as the regime of approved training centers and medical examination of such staff.

Official State Gazette of 8 October 2016.

Order FOM/2015/2016, of 30 December. Approving the Official Catalogue of Rail Traffic Signals in the General Interest Railway Network.

Official State Gazette of 19 January 2017.

M1 Order TMA/135/2023 of 15 February (Ref. State Official Gazette -A-2023-4324).

Order TMA/576/2020, of 22 June approving "Railway Instruction: Technical specifications of railway rolling stock to commission self-propelled units, locomotives and coaches (IF MR ALC-20)".

State Official Gazette, of 26 June 2020.

Order TMA/404/2022, of 25 April governing aspects of the certification regime of companies dedicated to mainting railway vehicles, amending data registerable in the Special Railway Registry of the Railway Sector Regulation, approved by Royal Decree 2387/2004, of 30 December and setting a transitory regime to approve maintenance centers of rolling stock different to freight wagons, provided for in Order FOM/233/2006, of 31 January.

State Official Gazette of 7 May 2022.

Order TMA/1108/2022, of 11 November, amending the name of the railway station "Madrid-Puerta de Atocha" and amending Order FOM/710/2015, of 30 January, approving the Catalogue of Lines and Stations in the General Interest Railway Network.

State Official Gazette of 19 November 2022.

Order TMA//1338/2022, of 23 December, approving the "indicative strategy to develop, maintain and renewal of rail infrastructure" for 2021-2026.

State Official Gazette, 30 December 2022.

Order TMA/135/2023, of 15 February, approving the railway instruction with the project and construction of the infrastructure subsystem (IFI) and the railway instruction for the project and construction of the energy subsystem (IFE). It also amends Order FOM/1630/2015 of 14 December July, approving the railway Gauge Instruction and Order FOM/2015/2016, of 30 December, approving the Official Catalogue of Railway Traffic Signals in the General Interest Railway Network.

State Official Gazette, of 18 February 2023.

Order TMA/261/2023, of 14 March, amending the name of the railway station "Fanjul"

State Official Gazette of 17 March 2023.

Order TMA/698/2023, of 27 June, approving the Instruction to Record Surveillance Activities on the Railway Infrastructure, REVINFE-23.

State Official Gazette, of 30 June 2023.

Order TRM/124/2025, of 3 February, approving the regulatory bases for the granting of subsidies due to extraordinary traffic disruptions in freight railway transport.

BOE of 10 February 2025.

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4. - RESOLUTIONS OF MINISTRY

Resolution of 10 July 2009, of the General Department of Rail Infrastructure. Approving the "Technical Specification to approve Railway Rolling Stock: Wagons".

State Official Gazette, of 14 August, 2009.

Correction of Errors in Official State Gazette, of 3 December, 2009.

Resolution of 10 July, 2009, of the General Department of Rail Infrastructure. Approving the "Technical Specification to approve Railway Rolling Stock: Ancillary Rolling Stock". Official State Gazette, of 19 August 2009.

Correction of Errors in Official State Gazette, of 4 December, 2009.

Resolution of 22 March 2010, of the General Department of Land Transport. Publishing the Agreement by the Council of Ministers of 5 March, 2010, to adapt to the current situation of rail transport the Regulation (EC) No. 1371/2007, of the European Parliament and the Council, of 23 October 2007, on the rights and obligations of rail passengers.

Official State Gazette, of 1 May, 2010.

Resolution of 29 June 2011, of the Sub-Secretariat of Public Works Establishing the procedure to present reverse charge and payment conditions via telematics of different fees corresponding to the Ministry of Public Works

Official State Gazette of 16 July 2011.

Resolution of 28 January 2014, of the State Secretariat for Infrastructure, Transport and Housing, That publishes the Agreement of the Board of Directors of Adif-Alta Velocidad that orders the execution of certain tasks to the state-owned company Administrador de Infraestructuras Ferroviarias (Adif)

Official State Official Gazette of 11 February 2014.

Resolution of 3 April 2014, of the State Secretariat for Infrastructure, Transport and Housing, That publishes the Publishing the Agreement of the Board of Directors of ADIF-Alta Velocidad, by which the performance of certain tasks is ordered to the state-owned company Administrador de Infraestructuras Ferroviarias.

Official State Gazette of 26 April 2014.

Resolution of 27 June 2014, of the State Secretariat for Infrastructure, Transport and Housing, Publishing the Agreement of the Council of Ministers of 13 June 2014, determining the number and period of authorization certificates laying down the number and validity of the approval certificates for the provision of rail passenger transport services based on competition on certain lines and sections of the Railway Network of General Interest.

Official State Gazette of 4 July 2014.

Resolution of 5 November 2015, of the State Railway Safety Agency. Publishing the Technical Specification for rolling stock with metric gauge and the Basic Standard for Stock Safety.

Official State Gazette of 26 November 2015.

Resolution of 23 December 2015, of the State Railway Safety Agency. On basic training routes and minimum training programs to obtain certifications for railway staff, taught at approved training centers for railway staff.

Official State Gazette of 27 January 2016.

Resolution of 10 December 2018, of the General Secretariat for Infrastructure. To publish the Agreement of the Council of Ministers of 7 December 2018, by which Basurto Hospital-Ariz and Irauregi- Lutxana-Barakaldo railway lines are transferred to the Autonomous Community of the Basque Country.

Official State Gazette of 14 December 2018.

Resolution of 7 September 2021 of the Secretariat of State for Transport, Mobility and Urban Agenda, publishing the Agreement of the Governing Body of the state-owned Company Administrador de Infraestructuras Ferroviarias, on power delegation.

State Official Gazette of 1 October 2021.

Resolution of 7 September 2021 of the Secretariat of State for Transport, Mobility and Urban Agenda, publishing the Agreement of the Governing Body of the state-owned Entity Administrador de Infraestructuras Ferroviarias, on competence delegation, and approving the President Resolution of the state-owned Company Administrador de Infraestructuras Ferroviarias (ADIF), of 29 June 2021, delegating certain powers to internal bodies of the entity.

State Official Gazette of 1 October 2021.

Resolution of 7 September 2021, of the Secretary of State for Transport, Mobility and Urban Agenda, publishing the Agreement of the Board of Directors of the state-owned Company ADIF-Alta Velocidad, on competence delegation.

State Official Gazette of 1 October 2021.

Resolution of 7 September 2021, of the Secretary of State for Transport, Mobility and Urban Agenda, publishing the Agreement of the Board of Directors of the state-owned Company ADIF-Alta Velocidad, on competence delegation, approving the Resolution of the President of the state-owned Company ADIF-Alta Velocidad, of 29 June 2021, delegating certain powers to the Company's internal bodies

State Official Gazette of 1 October 2021.

Resolution of 29 November 2021, of the state-owned company Administrador de Infraestructuras Ferroviarias, setting up the Electronic Headquarters and determining the availability of notifications at said headquarters.

State Official Gazette of 17 December 2021.

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5. - RESOLUTIONS OF THE RAILWAY INFRASTRUCTURE MANAGER

Resolution of 9 July 2019 of Administrador de Infraestructuras Ferroviarias State Owned Company. To publish Adif-Alta Velocidad state-owned company Management Entrustment Agreement to execute material or technical activities.

Official State Gazette of 8 August 2019.

Resolution of 10 January 2020, by the Chair of the state-owned company Adif-Alta Velocidad, to publish the Agreement on Management Entrustment upon the state-owned company Adif, to perform the activities of a material or technical nature.
State Official Gazette of 10 February 2020.

Resolution of 15 April 2020, of the state-owned Company ADIF-Alta Velocidad, publishing the Addendum to the Agreement to manage the state-owned Company Administrador de Infraestructuras Ferroviarias, to perform activities of a material or technical nature.

Resolution of 29 November 2021, of the State-owned company Administrador de Infraestructuras Ferroviarias, publishing the Agreement with SNCF Réseau, for a cross-border coordination.

Resolution of 29 November 2021, of the State-owned company Adif-Alta Velocidad, on creating the Electronic Office and availability of notifications at said headquarters.

Resolution of 29 November 2021, of the state-owned Company Adif-Alta Velocidad, creating the Electronic Registry.

Resolution of 2 October 2024, of the Presidency of the Public Enterprise ADIF-Alta Velocidad, publishing the Regulation on the determination of railway charges for ADIF-Alta Velocidad.

Resolution of 2 October 202, of the Presidency of the Public Enterprise Administrador de Infraestructuras Ferroviarias (ADIF), publishing the Regulation on the determination of railway charges for Administrador de Infraestructuras Ferroviarias**.**

The national and European regulations governing railway safety and interoperability should be consulted on the official website of the State Railway Safety Agency (AESF):

- National regulations: https://www.seguridadferroviaria.es/normativa/normativa-nacional/normativa-general-ferroviaria.
- European Standard: https://www.seguridadferroviaria.es/normativa/normativa-europea/normativa-en-materia-de-seguridad.

Annex E

Glossary, Acronyms and Definitions

ACRONYMS	
AESF	State Agency for Rail Safety
ASFA	Automatic Brake and Signal Warning
ATP	Automatic Train Protection
BA	Automatic Block System
BAB	Two Way Automatic Block System
BAD	Double Track Automatic Block System
BAU	Single track Automatic Block System
BCA	Automatic Control Block System
BLA	Automatic Release Block System
BSL	Side Signal Block System
BT	Telephone Block System
CE	European Commission
CIAF	Commission of Rail Accident Investigation
CNMC	National Commission on Markets and Competition
CTC	Centralized Traffic Control
DGTT	General Department for Land Transport. Ministry of Transport, Mobility and Urban Agenda.
DR	Network Statement

ACRONYMS	
EF / EE. FF.	Rail Undertaking / Rail Undertakings
ETH	Technical Specifications for Approval
EMS	Energy Measurement System
ETI	Technical Specification for Interoperability
ERTMS	European Rail Traffic Management System
ETCS	European Train Control System
GC	Capacity Manager
GSM-R	Global System for Mobile Communications – Railway
H24	H24 Network Management Centre
LSF	Rail Sector Act
LZB	Linien Zug Beeinflussung
ODS	Sustainable Development Goals.
OSS	One Stop Shop
PAT	Alternative Transport Plan
PM	Control Centre
PT	Transport Plan
RCF	Rail Traffic Regulations
REF	Special Railway Register
RFIG	General Interest Rail Network
REM	Responsible for Embarked Measurement
RNE	Rail Net Europe
RSF	Rail Sector Regulation

ACRONYMS	
SIGES	Special Train Management System
SIPSOR	Computer System for Request of Occasional and Regular rain paths
SYACIS	Capacity Request and Allocation at Service Facilities
TEN-T	Trans European Network-Transport
TERFN	Trans European Rail Freight Network
TEU	Twenty-foot Equivalent Unit (Container)
EU	European Union
UIC	International Union of Railways
UTI	Intermodal Transport Unit



DEFINITIONS

Agreed Service Adjustment: Service adjustment where general changes to the Transport Plan are introduced.

Allocation: the rail infrastructure manager grants the right to serve railway infrastructure.

Allocation Factor (Fi): Percentage of responsibility for the unpunctuality assigned to every management area.

Alternative Transport Plan (TAP): Temporal variation of the base or master planning to an Applicant by railway infrastructure manager on a particular line due to traffic incidents or significant variations in track capacity, even on a schedule (works, for example).

Alternative Route: Route between the same origin and same destination, provided that both routes may be substituted for the railway undertaking to operate these for passenger or freight transport service concerned.

Ancillary Rolling Stock: Ancillary rolling stock are rail vehicles specifically equipped for supervisory, examination and maintenance duties of tracks and its permanent facilities, including, among others, track machinery, and rail-road vehicles (bimodal), as well as those for workshop trains, and aid.

Application for Capacity Request and Allocation at Service Facilities (SYACIS): It is the computer application that railway infrastructure manager makes available to RUs and other Applicants (owners of rolling stock, transport actors, shippers, and transport operators) in the process of capacity allocation at service facilities.

Applicant: Railway Undertakings and international business groups setting up such undertakings. Also, public administrations with transport service powers to provide rail transport services that have a public interest in capacity allocation or consignees, loaders and transport companies and operators, which are not considered as railway undertakings but are interested in capacity allocation.

Approval: Document entitling the holder to perform some functions based on his/her capacity as accredited after completing formal training, according to RD 664/2015 RCF.

Authorization for Exceptional Transport: It is a document established by CPCTE, chaired by Traffic Safety Department, which, arising from a Viability Study, establishes the conditions of transport and traffic requirements to be fulfilled for said transport. If necessary, we can determine, among other requirements, the need for staff to accompany track, electrification and others.

Authorization to run train vehicles: Conducting testing, or transfers on the Railway Network of General Interest require that the rail vehicle performing these has a provisional authorization to run granted by the rail infrastructure manager. The applicant must inform the head of the railway safety authority about traffic appropriate temporary authorizations.

Block Systems: System or process aimed at ensuring that the trains running on the same route and in the same direction, do it separately at a distance that prevents these from reaching, and that when a train runs on a track, does not run another in the opposite direction on the same tracks.

Capacity Increase Plan: The measure or set of measures, accompanied by an application calendar, are proposed to mitigate capacity limitations that have motivated qualifying a section as congested infrastructure.

Capacity Manager: Department of railway infrastructure manager that has the duty to receive infrastructure capacity requests from Applicants and to plan and allocate the capacity in the Rail Network of General Interest managed by Adif and ADIF Alta Velocidad. In Adif it is part of the Department Office for Capacity Planning and Management reporting to the Department of Network Management and Innovation.

Capacity Manual: Document supplementing NS that gives details on specific Capacity Allocation rules applying to every network line.

Capacity Reserve: if the rail infrastructure manager after assessing does not make it available to authorized applicants in the allocation process prior to texting the final service schedule, it is in order to respond quickly to requests for specific capacity. This shall also apply to cases of congested infrastructure.

Certification Bodies: Bodies accredited by the National Accreditation Organization (ENAC), according to harmonized standards in UNE 66500 series (EN 45000), responsible for validating compliance with TSA by rolling stock.

CIS (Charging Information System): Charging information system for Rail Net Europe.

Commissioning Authorization: All railway vehicles that are going to run on RFIG shall have this authorization (first or second level), granted by the DGF.

Computable Delay (Rc): For every train, delay time measured in minutes exceeding the punctuality threshold established for it in the performance scheme.

Computing System for Occasional and Regular Path Requests (SIPSOR): A computing system that railway infrastructure manager makes available to RUs and other Authorized Applicants in Capacity Allocation process to request regular paths (SERVITREN) and occasional paths (TRENDIA).

Congested Infrastructure: Element of infrastructure for which the demand for capacity cannot be fully satisfied during certain periods, even after coordination of all the requests for capacity.

Contingency Plan: A document issued by the rail infrastructure manager that contains, a list of Administrations, bodies and public bodies that must be informed in the event of a major incident or serious disturbance to rail traffic. It must conform to the provisions of state law on civil protection, and take account of regional powers in this area.

Control Centre (CC): Railway infrastructure manager Specific department that manages and governs real time traffic.

Coordination Process: The process by which Capacity Manager and Applicants try to solve disputes over train path requests.

Dangerous Goods: Stock and objects which transport is forbidden by RID (international regulation on the transport of dangerous goods by rail) or authorized only under certain conditions, since these are substances/items with hazardous properties that may cause injury to persons, and damage to the environment, property and other assets, unless properly handled during transport - including movement, loading, unloading, storage and other handling. For example, explosive substances, gases, flammable liquids, toxic substances, radioactive materials.



Delay on Arrival (RLL): Elapsed time, measured in minutes, between the actual time of arrival at destination and the scheduled time.

Development of Railway Infrastructure: Network planning, financial and investment planning and infrastructure construction and improvement.

Entity in charge of maintenance: Entity responsible for maintenance of rail vehicles, registered as such in the Special Railway Registry that is responsible for the following maintenance functions: management, development of maintenance, maintenance management of the fleet, and performing maintenance.

European Railway Agency (ERA): Agency created by EU in order to progressively unite national safety and technical standards in Member States and to set common safety goals for all European railways.

Feasible alternative: access to another service facility, acceptable from an economic point of view for the railway undertaking, which allows to operate the concerned passenger and freight transport services.

Framework Agreement: Agreement signed between the rail infrastructure manager and an Applicant for a longer period than the Service Timetable and which sets out the characteristics of the infrastructure capacity requested and offered to the Applicant, the procedure to satisfy their legitimate needs without reducing the rights of other Applicants and which may set out collaboration guidelines to improve the quality of the services offered.

General Interest Railway Network (RFIG): General Interest Rail Network is made up of rail infrastructures that are essential to ensure a common rail transport throughout country territory, or if their joint management is necessary for a proper operation of such a common transport system, i.e if linked to international traffic routes, if joining different autonomous regions and their connections and accesses to major population and transport centers or to essential facilities for national defense or economy, according to Art. 4 in Rail Sector Act. Annex I to this NS includes a Catalogue of Lines and Sections that are part of the General Interest Rail Network, according to article 38 in Law 11/2013 of 26 July.

GTRENES: Railway infrastructure manager application, designed for train management regarding train sets and characteristics, as well as any alteration they may suffer in their routes according to the transport plans in periods of less than a day. It is available for all RUs, by telematics and using safe connection protocols.

H24 Network Management Center: Adif division with the main duty of coordinating rail traffic management with various Traffic Offices and High Speed Network Regulation and Control Centers, as well as providing RUs with alternative solutions to traffic scheduling changes, and any other solutions that help to maintain traffic regularity and normality. If required by operating conditions, it will also establish alternative transport plans for the various contingencies and incidents that may occur in the Network.

Halt: Rail infrastructure where passengers can get on and off the train.

Infrastructure Capacity: Capacity to program rail paths requested for an infrastructure segment for a given period..

Infrastructure Capacity Allocation: Assignment by railway infrastructure manager of time periods to the corresponding Applicants in order for a train to be able to run between two points for a certain period.

Infrastructure Capacity Allocation Schedule: Schedule that a RU or Entitled Applicant shall follow to request infrastructure Capacity Allocation.

Infrastructure Manager: any body or company responsible for the operation, maintenance and renewal of railway infrastructure in a network, and equally responsible for participating in its development in accordance with the standards set by the Member State within the framework of its general policy on infrastructure development and financing. (Directive (EU) 2016/2370 of the European Parliament and of the Council).

International Business Association: Any association of at least two railway undertakings established in different Member States of the European Union, with the purpose of providing international transport services between Member States.

International Freight Transport Service: Any transport service with the train crossing at least one Spanish border. The train can be set or divided, or both, and different sections may have different origins and destinations, as long as all cars cross at least one border.

International Passenger Transport Service: Any transport service with the train crossing at least one Spanish border and if the main purpose is to transport passengers between stations located in different States. The train can be set or divided, or both, and the different parts can have different origins and destinations, as long as all the cars cross at least one border.

Line: Part of the rail infrastructure that links two particular points and which is made up of the following parts: track platforms, track superstructures, including ballast and track material such as sleepers, fastening equipment, tracks, deviations and switch gears) civil engineering such as bridges, crossovers and tunnels, all electrification facilities (including posts, contact overhead-lines, electric transformer stations and electric stations) and safety, signaling, and track telecommunications facilities, and items that allow lighting. Passenger transport stations and freight transport terminals or other buildings or facilities for Passenger Services are not included in this concept.

Maintenance Band: Track capacity reserve necessary for ordinary maintenance of the infrastructure.

Maintenance Center Approval: Authorization grantedby the State Agency for Rail Safety to a maintenance center of rolling stock, which shows that it meets regulatory, technical and operating conditions required to perform their activity.

Maintenance Center Certification: Authorization granted by the railway infrastructure manager empowering a maintenance center of rolling stock holder thereof, to perform any maintenance work or set of maintenance operations on a particular type or class of railway vehicle.

Mallas-Mesh: Railway infrastructure manager computer system for programming capacities.

Monthly Service Adjustment: Limited service adjustment of the Operator Transport Plan. It usually takes place once a month. It has more restrictive conditions on changes and train path creation.

Network Statement (NS): Document outlining the features of the infrastructure made available to RUs and access conditions to it. It outlines the general rules, periods, procedures and criteria relating to tariffs and capacity allocation Systems. It also contains further information necessary to request a train path or Service Facilities.

Notified Bodies: Bodies responsible for assessing conformity or suitability for use of interoperability components or performing "EC" subsystem verification processes.

One Stop Shop (OSS): National point of contact that infrastructure managers provide to Applicants for requesting access information and capacity to infrastructures in all integrated networks.

Operation of the Railway Infrastructure: allocation of railway tracks, traffic management and setting tariffs to use the infrastructure.

Operator of the Service Facility: The private or public entity responsible for managing one or more service facilities specified in article 42, Rail Sector Act, or for providing to railway undertakings one or more services at said facilities, and supplementary and ancillary services as defined in Rail Sector Act.

Path: Infrastructure capacity needed to run a train between two places over a given time-period.

PCS (Path Coordination System): Web application made available by RNE for Infrastructure Managers, Capacity Allocation Bodies and Applicants to manage and coordinate processes of Capacity Allocation.

Provisional Operating Permission: To carry out trials, tests or transfers, a rail vehicle shall have previously obtained Provisional Operating Permission granted by railway infrastructure manager.

Punctuality Threshold (Up): For the incentive system, margin of time, measured in minutes, to consider a delayed train arrival at destination as non-punctual.

Rail Net Europe (RNE): European organization with the purpose of quickly and efficiently allocating capacity for all types of international rail traffic, in accordance with national laws and regulations, and of the European Union.

Railway Traffic Regulations (RCF): Document setting traffic rules on the General Interest Rail Network and the conditions necessary for train traffic, incorporating the principles governing the organization of traffic, the basic technical vocabulary, mandatory documents, the meaning of signals, standards to be met for trains to run in the General Interest Rail Network, their entry, departure and running through stations, types of blocking and interlocking, rules for train composition and braking, shunting ways, etc.

Railway Undertaking (RU): Railway undertakings are entities, licensees of railway undertakings, which main business is to provide services for passengers or freight by rail, in the terms established in this law. Railway undertakings shall, in any case, provide traction. Also those providing traction only, shall be considered to be considered railway undertakings.

Rail Undertaking License: Authorization granted by a State to an undertaking, by which its capacity as a Railway Undertaking is recognized and which may be limited to supplying certain types of transport services.

Railway Vehicle Maintenance Plan: A document that outlines a set of maintenance operations established for each maintenance intervention that shall be performed on a railway vehicle and their frequency during its useful life in order to keep it in the condition required during its validation, required technical characteristics in terms of safety, reliability, technical compatibility, healthiness, environmental protection and, where appropriate, interoperability, in accordance with TSA .

Reasonable Profit: A rate of remuneration of own capital that takes into account the risk, including the risk that affects revenue, or the absence of risk, of the service facility operator and in line with the registered average rate in the Sector in recent years.

Related railway service: Basic, supplementary or ancillary service included in points 2, 3 and 4 of Annex II to Directive 2012/34/EU.

Regulation on Traffic Safety in the Network Managed by Adif: It is developed in Royal Decree 810/2007, of 22 June published in State Official Gazette of 7 July 2007. Updated in Annex 1, Common Safety Indicators through Royal Decree 918/2010, of 16 July as published in State Official Gazette of 5 August 2010. Amended the section of entity responsible for maintenance by Royal Decree 641/2011 of 9 May.

Rolling Stock Maintenance Center: Organization designed to carry out maintenance interventions and their operations, outlined in the maintenance plan of every rail vehicle, in accordance with that set forth in Order FOM 233/2006 of 31 January. In order to carry out these functions, all maintenance centers shall be approved by the DGF and hold a specific authorization for each type of maintenance intervention be carried out and in accordance with the characteristics of the rail vehicle subject to maintenance, granted by railway infrastructure manager.

Rolling Stock Validation: Process for approving rolling stock referred to in article 58 under Rail Sector Act, which ensures that rolling stock complies with applicable TSA.

Route: A line of railroad track to be taken from a starting point to a point of destination.

Safety Certificate: The safety certificate proves that the railway undertaking has established its own safety management system and is able to meet the requirements regarding control, traffic and safety systems, knowledge and staff requirements related to rail traffic safety and technical characteristics of rolling stock that will be used and maintenance conditions, in order to control risks and operate on the network in a safe way.

Safety Responsible Authority: It is the national agency responsible for functions relating to safety in rail traffic or any binational body to whom Member States have entrusted these functions to ensure a unified safety regime in relation to specialized cross-border infrastructure.

Section: A block section is the track part or a part of each track on which under normal traffic conditions there may be only one train at a time. Depending on the block system, it can be between two collateral stations or two block warning signs.

Service Adjustment: Date set by the rail infrastructure manager to adjust the transport plan (TP).

Service Facility Capacity: Service facility use and potential service provision over a given period, taking into account the time necessary to access the service facility or to leave it.

Service Timetable: Document that includes all details determining planned movements of trains and rolling stock that will take place on a particular infrastructure in the period of said Timetable.

Shunting: Movement to add or segregate vehicles from a train. Set or unset a train. Sort vehicles or material cuts. Classify vehicles in the same way or from one to another within shunting limits. Perform the necessary movements to change on gauge changers train gauge when these are equipped with the necessary technology. Bring or carry stock from/to open track facilities lacking a remote protection signal from the station or the CTC. Perform stock movements between collateral facilities that complement each other forming a logistic railway complex.

Siding: State or private owned rail infrastructure consisting of a track facility for wagon load, unload and stabling, with connections to a line through one or more switches on open line, and which is used to complement RFIG.

Special Railway Register (REF): A mandatory registration of entities, legal and natural persons whose activity is related to the rail sector and who require, to exercise this activity, the corresponding rail undertaking license or authorization, pursuant to Rail Sector Act, Regulation and other implementing rules. Amongst the duties of the State Agency for Rail Safety are organizing and managing this register.

Special Train Management System (STMS): This is the computer system that manages immediate train path requests. These paths are usually requested with at least one day's notice and for exceptional reasons. It is available of all RUs, via telematics or through safe connection protocols.

Specialist Line: Statement concerning certain network sections where one type of traffic will be preferred by railway infrastructure manager in certain time periods.

Subgrade: The strip of land where natural topography of the ground has changed and where the railway line is constructed, its functional elements are arranged and facilities are located.

Suppressed Train: Train that is suppressed at departure or at any point of its route, out of programme, because of incidents in the railway operation or upon request of the railway undertaking. This train is considered unpunctual.

Technical Specifications for Approval (TSA): Series of technical standards, requirements and terms that all rail vehicles shall satisfy with regard to safety, reliability, technical compatibility, health, environment protection and, where appropriate, interoperability, in order to obtain service entry and traffic licenses.

Technical Specifications for Interoperability (TSI): A specification adopted in accordance with Community regulations of which the object is every subsystem or part of a subsystem in order to meet the essential requirements and ensure interoperability of the rail system.

Time period: Infrastructure capacity needed for a train to run between two points in a given time period.

TOC Committees: These determine and agree on scheduling of actions and works on infrastructure permanently affecting train traffic and the circumstances that have to be considered in paths assigned to operators. Made up of Adif staff of Infrastructure maintenance, infrastructure construction and running.

Traffic Safety Regulation on Adif Managed Network (TSR): Implemented by Royal Decree 810/2007 of 22 June, published in Official State Gazette of July 7, 2007. Update in Annex 1, Common Safety Indicators by Royal Decree 918/2010, of 16 July, published in Official Gazette of 5 August 2010. Amended paragraph of entity responsible for maintenance by Royal Decree 641/2011 of 9 May.

Train Announcement: Formal statement by RUs regarding specific days for train movement.

TIS (Train Information System): Web application easy to use that allows monitoring European rail traffic via Internet, providing centralized real-time information.

Transport Plan (TP): Set of operations steadily planned by a RU or other Applicants, aimed at supplying transport services and linked to train paths allocation and technical and human resources.

Unpunctual Train: Train arriving at programmed destination with a delay exceeding the established threshold.

NOTE: Glossary is for informational purposes only; definitions are general in nature and not legally binding.

Additionally the Spanish Rail Network has published an English glossary available on:

http://www.rne.eu/organisation/network-statements/

Annex F

RFIG Axes and Lines Catalogue

The following lines and sections are part of the General Interest Railway Network owned by ADIF-Alta Velocidad.

Updated as of 01/01/2025 (1ts quarterly version of Adif's Common Traamification).

LINE	ORIGIN	DESTINATION	TRACK WIDTH (mm)	ELECTRIFICATION
AXLE 01. MADRID-CHAMARTÍN-CLARA CAMPOAMOR - IRÚN / FRONTERA FRANCESA				
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
AXLE 03. MADRID-CHAMARTÍN-CLARA CAMPOAMOR - VALENCIA - CAMB. BOELLA (CAMP TARRAGONA)				
324	AGUJA KM. 0,8	CARTAGENA	1668	NO
326	AGUJA KM. 523,2	DÁRSENAS ESCOMBRERAS (Hasta límite Adif - AP. Cartagena)	1668	NO
352	EL REGUERÓN AG. KM. 522,1	CARTAGENA	1668	NO
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
AXLE 04. ALCÁZAR DE SAN JUAN - CÓRDOBA - SEVILLA - CÁDIZ - BADAJOZ				
416	MOREDA (Desde Granada Ag. KM 54,289)	GRANADA	1435/1668	NO
490	GRANADA AG. KM 53,273	CAMBIADOR DE GRANADA	1668	NO
492	CAMBIADOR DE GRANADA	GRANADA AG. KM 54,289	1435	NO
520	CIUDAD REAL (Desde Mérida)	BADAJOZ	1668	NO / 25 KV CA
AXLE 05. MADRID ATOCHA - CÁCERES - VALENCIA DE ALCÁNTARA				
500	BIF. PLANETARIO (Desde Monfragüe)	BIF. CASA DE LA TORRE	1668	NO
510	BIF. GRANJA LAS ENCINAS	ALJUCÉN	1668	25 KV CA
518	CÁCERES AG. KM 82,2	BIF. ROMANOS	1668	NO

LINE	ORIGIN	DESTINATION	TRACK WIDTH (mm)	ELECTRIFICATION
530	MONFRAGÜE	BIF. EL CHAPARRAL	1668	NO
532	MONFRAGÜE- AGUJA KM. 255,4	MONFRAGÜE- AGUJA KM. 4,4	1668	NO
534	BIF. EL CHAPARRAL	ARROYO DE LA HERRERA	1668	NO
536	BIF. SAN ESTEBAN	BIF. EL CHAPARRAL	1668	NO
AXLE 06. VENTA DE BAÑOS - LEÓN - OURENSE - VIGO/SANTIAGO - A CORUÑA				
130	GIJÓN-SAN CRESPO (Desde La Robla)	VENTA DE BAÑOS (Hasta Bif. Pajares)	1668	3 KV CC
130	GIJÓN-SAN CRESPO (Desde Bif. Pajares)	VENTA DE BAÑOS (Hasta Bif. Galicia)	1435/1668	3 KV CC
130	GIJÓN-SAN CRESPO) (Desde Bif. Galicia)	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
AXLE 11. MADRID-CHAMARTÍN-CLARA CAMPOAMOR - VALLADOLID - BURGOS-ROSA MANZANO - LEÓN / ASTURIAS				
072	CTT FUENCARRAL AV	MADRID CHAMARTÍN AGUJA KM. 1,5	1435	25 KV CA
076	CAMBIADOR VALDESTILLAS	BIF. CAMBIADOR VALDESTILLAS	1435	25 KV CA
080	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 WIDTH (mm)	ELECTRIFICATION
984	POLA DE LENA	BIF. PAJARES	1435/1668	25 KV CA
AXLE 12. A.V. MADRID PUERTA ATOCHA ALMUDENA GRANDES - BARCELONA - FRONTERA FRANCIA				
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
AXLE 13. A.V. MADRID CHAMARTÍN CLARA CAMPOAMOR - LEVANTE				
024	YELES AGUJA KM. 34,397	BIF. LOS BLANCALES	1435	25 KV CA
040	MADRID-CHAMARTÍN - CLARA CAMPOAMOR	VALENCIA-JOAQUÍN SOROLLA	1435	25 KV CA
042	BIF. ALBACETE	ALACANT-TERMINAL	1435	25 KV CA
044	BIF. JOAQUÍN SOROLLA-UIC	BIF. JESÚS	1435	3 KV CC
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. JESÚS–AGUJA KM. 396,7	CAMBIADOR VALENCIA	1435	25 KV CA
354	EL REGUERÓN AG. KM. 522,1	MURCIA DEL CARMEN	1435/1668	25 KV CA
AXLE 14. A.V. MADRID PUERTA ATOCHA ALMUDENA GRANDES - TOLEDO / SEVILLA SANTA JUSTA / MÁLAGA MARÍA ZAMBRANO/ GRANADA				
010	MADRID PUERTA ATOCHA ALMUDENA GRANDES	SEVILLA-SANTA JUSTA	1435	25 KV CA
014	BIF. GOBANTES	BIF. BOBADILLA	1435	25 KV CA
016	MAJARABIQUE	CAMBIADOR MAJARABIQUE	1435	25 KV CA

LINE	ORIGIN	DESTINATION	TRACK WIDTH (mm)	ELECTRIFICATION
018	BIF. CERRO NEGRO/STA. CATALINA	CTT CERRO NEGRO AV	1435	25 KV CA
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 (Hasta Riofrio)	1435	25 KV CA
036	ANTEQUERA-SANTA ANA (Desde Riofrío)	GRANADA (Hasta Bif. Tocon)	1435/1668	25 KV CA
036	ANTEQUERA-SANTA ANA (Desde Bif. Tocon)	GRANADA (Hasta Bif. La Chana)	1435	25 KV CA
036	ANTEQUERA-SANTA ANA (Desde Bif. La Chana)	GRANADA	1435/1668	25 KV CA
AXLE 15. A.V. MADRID PUERTA DE ATOCHA ALMUDENA GRANDES - BADAJOZ - LISBOA				
026	PLASENCIA	BIF. SAN NICOLAS	1668	25 KV CA
AXLE 16. A.V. OLMEDO - MEDINA - ZAMORA - GALICIA				
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	25 KV CA
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 G

Average Capacity of ADIF Alta Velocidad Main Lines

Capacity data as of December 2024.

LINE	CAPACITY (1)	CURRENT TRAFFIC (2)	AVAILABLE PATHS	SATURATION
010 MADRID P. ATOCHA A.G.-SEVILLA S. JUSTA	292	116	173	41%
014 BIF. GOBANTES-BIF. BOBADILLA	292	6	286	2%
020 LA SAGRA-TOLEDO	304	30	274	10%
026 PLASENCIA-BIF. SAN NICOLÁS	75	12	63	16%
030 BIF. MÁLAGA-A.V.-MÁLAGA M. ZAMBRANO	292	68	224	23%
036 ANTEQUERA-STA ANA-GRANADA	26	24	2	92%
040 MADRID CHAM. C. C.-VALENCIA-J. S.	179	89	90	50%
042 BIF. ALBACETE-ALACANT-TERMINAL	274	48	226	18%
046 BIF. MURCIA-EL REG. KM 522.1	36	32	4	89%
050 MADRID P. ATOCHA A.G.-LÍMITE ADIF-LFPSA	178	102	76	57%
054 BIF. MONCASI-BIF. CANAL IMPERIAL	134	67	67	50%
056 BIF. ARTESA DE LLEIDA-BIF. LES TORRES DE S.	102	33	69	32%
080 MADRID CHAM. C. C.-BURGOS ROSA M.	207	63	144	30%
084 BIF. VENTA DE BAÑ.-LEON	41	24	17	59%
100 MADRID CHAM. C. C.-P.K. 641.181 (FRONTERA)	163	56	107	34%
130 VENTA DE BAÑOS-GIJÓN-SANZ CRESPO	320	28	292	9%

LINE	CAPACITY (1)	CURRENT TRAFFIC (2)	AVAILABLE PATHS	SATURATION
352 EL REG. KM 522.1-CARTAGENA	52	29	23	56%
354 EL REG. KM 522.1-MURCIA DEL C.	112	76	36	68%
416 MOREDA-GRANADA	84	10	74	12%
500 BIF. PLANETARIO-BIF. CASA DE LA TORRE	33	2	31	6%
510 BIF. PENAS BLANCAS-ALJUCEN	50	10	40	20%
518 BIF. CASA DE LA TORRE-BIF. LOS ROMANOS	62	0	62	0%
520 CIUDAD REAL-BADAJOZ	106	14	92	13%
530 MONFRAGÜE-BIF. EL CHAPARRAL	78	11	67	14%
600 VALENCIA-NORD-CAMBIADOR BOELLA	278	58	220	21%
640 CAMBIADOR BOELLA-CAMP DE TARRAGONA	184	18	166	10%
810 MONFORTE LEMOS-BIF. CHAPELA	360	32	328	9%
812 VIGO-GUIXAR-BIF. CHAPELA	96	32	64	33%
818 VILAGARCIA DE A.-BIF. ANGUEIRA	81	20	61	25%
822 BIF. VALORIO-A CORUÑA	48	25	23	52%
824 REDONDELA-SANTIAGO COMPOSTELA	263	56	207	21%
850 VIGO URZAIZ-BIF. ARCADE	168	29	139	17%
982 BIF. MEDINA-TABOADELA AG. KM 234.0	54	24	30	44%
984 BIF. PAJARES-POLA DE LENA	136	30	106	22%

(1) Daily average capacity available in both directions for a standard day and referred to all types of traffic.

(2) Daily average traffic in both directions for a standard day.

- The average daily capacity of the line and its saturation can vary by journeys and time periods.
- On lines with origin / destination to / from large passenger transport stations, if these will be declared congested, such capacity could be significantly reduced.

Annex H

Line Classification by Types

Updated as of 01/01/2025 (1ts quarterly version of Adif's Common Traamification).

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
010	MADRID-PUERTA ATOCHA ALMUDENA GRANDES	SEVILLA-SANTA JUSTA		A	470,5
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 BLANCALES		A	5,7
026	PLASENCIA	BIF. SAN NICOLÁS		B1	175,3
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
060	BIF. CAMBIADOR ZARAGOZA-DELICIAS	CAMBIADOR-ZARAGOZA-DELICIAS		A	0,4

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
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	0,2
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		D	0,6
326	AGUJA KM. 523,2	DÁRSENA ESCOMBRERAS (Hasta Límite Adif - AP Cartagena)		D	11,3
328	BIF. JESÚS-AG. KM. 396,7	CAMBIADOR VALENCIA		A	0,1
352	EL REGUERÓN AG. KM. 522,1	CARTAGENA		B2	58,0
354	EL REGUERÓN AG. KM. 522,1	MURCIA DEL CARMEN (Hasta El Reguerón Ag. Km. 525,3)		B1	3,2

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
354	MURCIA DEL CARMEN (Desde El Reguerón Ag. Km. 525,3)	MURCIA DEL CARMEN	MURCIA	C2	4,0
416	MOREDA (Desde Granada Ag. KM 54,289)	GRANADA		B2	2,2
490	GRANADA AG. KM. 53,273	CAMBIADOR DE GRANADA		B2	0,4
492	CAMBIADOR DE GRANADA	GRANADA AG. KM. 54,289		B2	0,6
500	BIF. PLANETARIO (Desde Monfragüe)	BIF. CASA DE LA TORRE		B2	71,0
510	BIF. GRANJA LAS ENCINAS	ALJUCÉN		B2	1,5
518	CÁCERES AG. KM. 82,2	BIF. ROMANOS		B2	4,2
520	CIUDAD REAL (Desde Mérida)	BADAJOZ		B1	59,2
530	MONFRAGÜE	BIF. 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
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
632	BIF. LA FEDERAT	BIF. VILASECA		B2	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 AUROSA	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 (Hasta Bif. Arcade)		B2	7,8
824	REDONDELA (Desde Bif. Arcade)	SANTIAGO DE COMPOSTELA		B1	76,1
848	REDONDELA AV	BIF. REDONDELA		B1	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
892	CAMBIADOR TABOADELA	TABOADELA AV AG. KM. 446,1		A	0,5

LINE	ORIGIN	DESTINATION	URBAN AREAS	LINE TYPE	LENGTH (kms)
894	CAMBIADOR TABOADELA	TABOADELA AG. KM. 447,1		B2	0.5
982	TABOADELA AG. KM. 234,0	BIF. MEDINA		A	313,9
984	POLA DE LENA	BIF. PAJARES		B1	49,6



Annex I

Contractual Models

INDEX

- AGREEMENT TO PROVIDE TRACTION FUEL SUPPLY SERVICES TO: (Railway Undertaking), BY THE STATE-OWNED COMPANY ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS.
- AGREEMENT TO PROVIDE TRACTION POWER SUPPLY SERVICES TO: (Railway Undertaking), BY THE STATE-OWNED COMPANY ADMINISTRADOR DE INFRAESTRUCTURAS FERROVIARIAS ADIF-ALTA VELOCIDAD.
- FORMS OF LEASE AGREEMENT TO BE SIGNED WITH RAILWAY UNDERTAKINGS TO PROVIDE RELATED RAILWAY SERVICES (SB-7, SB-9 AND SX-10).
- 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).
- MODEL OF CONFORMITY AND AGREEMENT TO TRANSFER SPACES FOR ANCILLARY SERVICESS (SX-6).
- AGREEMENT TO PROVIDE LOST AND FOUND PROPERTY MANAGEMENT SERVICE (SX-9).
- AGREEMENT TO PROVIDE ADIF SERVICES TO ASSIST PERSONS WITH DISABILITIES AND/OR REDUCED MOBILITY WHILST BOARDING OR UNBOARDING TRAINS (SX-12).
- FRAMEWORK AGREEMENT TO RESERVE CAPACITY.

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:

1. - 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.

2. - 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.

3. - 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.

4. - CONDITIONS TO USE FUEL FACILITIES - TAX WAREHOUSE TYPE - TO SUPPLY EXEMPTED DIESEL B TO RAILWAY VEHICLES

Use conditions (CU) for these facilities are included in the Catalogue of Services of the Network Statement, published on Adif website. The following are particularly relevant:

- *(Railway Undertaking)* shall make a proper use of the facility for the intended purposes.
- *(Railway Undertaking)* shall comply with the requirements in terms of rail safety and, in particular, the relevant qualifications for railway personnel and railway rolling stock conditions, as well as in terms of occupational risk prevention.
- If, as a result of a bad performance by the *(Railway Undertaking)* , a fuel spill occurs in the facility during diesel supply, they shall comply with current laws on environment regarding soils, discharges, noise, emissions, waste and dangerous substances, at their sole expense, provided that they are liable for the recovery and environmental sanitation of all polluted land, taking on every expense that Adif E.P.E. incurs.
- When, as a result of a bad performance by *(Railway Undertaking)* , an accident occurs with damage to the facility during diesel supply, they shall pay for all expenses incurred by Adif E.P.E. when repairing.

5. - 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.

- 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.

6. - 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.

7. - 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.

8. - 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.

9. - 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]: _____

10. - 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.

11. - CONFIDENTIALITY AND 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, E.P.E.

Postal Address: Calle Sor Ángela de la Cruz, 3-7ª Planta, 28020 – Madrid.

E-mail Address: dpd.adif@adif.es

For (----------)

Postal address: (----------).

E-mail address: (----------).

Furthermore, the interested parties shall have the right to file a complaint to the Spanish Data Protection Agency, if they believe that any right has been breached or any data has been unlawfully processed.

Interested parties may contact the Data Protection Delegate of every liable person given the case, by contacting them through one of the channels indicated above.

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 privates 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/m3, 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:

1. - 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.

2. - 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.

3. - 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.

4. - 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.

5. - 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.

6. - 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.

7. - 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) _____.

8. - 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.

9. - CONFIDENTIALITY AND DATA PROTECTION

The Contracting Parties undertake to keep secret all the data and information provided for the purposes of this Agreement, and shall keep said information secret and not disclose it in any form -partially or entirely - to any natural or legal person who is not a party to the Agreement.

The parties acknowledge that all information gathered in compliance with this agreement whether related to the service provision or to the activity or organization of any party, hereinafter, the information, is confidential, and therefore, the parties agree to not disclose it and to keep it secret and confidential, and given the case, they shall warn their employees hereof, and they shall warn any other person who due to their professional or personal relationship has access to the information.



Neither party may copy, amend, make public or disclose to any third party the information without a prior written and express authorization of the other party, except if the information was public and notorious by any other mean. As for documents that are publicly accessible, the parties undertake to put the necessary means to not disclose or transfer the information, avoiding its loss or theft.

Both parties shall warn their employees, associates, or any other person of their confidentiality duties when they gater information, and that they shall be liable given any misuse of the information related to the agreement. The parties undertake to inform the other party of any action or incident by third parties that may infringe this confidentiality duty.

The confidentiality provisions of this Agreement shall apply throughout this Agreement and shall prevail over five years upon termination.

Any personal data linked to this Agreement shall be processed by every party in accordance with General Data Protection Regulations (EU 679/2016) and Organic Law 3/2018, of 5 December, on Protection of Personal Data and Guarantee of Digital Rights. Every party shall be responsible for processing personal data of the other party.

Concerned parties are informed of their right to request access to their data, correction, deletion, limitation or to oppose to their data processing, as well as of their right to data portability, or their right to not be subject to automated individual decisions, where appropriate, by means of a document with a photocopy of the National Identity Document or similar with the Subject Data Protection addressed to the following addresses:-

To ADIF-Alta Velocidad, E.P.E. (Tax Id Q-2802152-E)

Postal address of ADIF-Alta Velocidad Headquarters at C/ Sor Angela de la Cruz, 3, 7ª planta, 28020 MADRID.

E-Office: https://sede.adifaltavelocidad.gob.es/, or at the General Access Point: administración.gob.es, código DIR EA0008223.

E-mail address: dpd.adifav@adif.es

For (xxxxxxxx) ** (Tax Id Nr. **)

Postal address: Street **, nº **, with ** P.C. **.

E-mail address: xxxxxx@xxxx.es.

Furthermore, the interested parties shall have the right to file a complaint to the Spanish Data Protection Agency, if they believe that any right has been breached or any data has been unlawfully processed."

And therefore they sign this Agreement,

By *(Railway Undertaking)*

Signed.: _____

[POSITION] _____

By ADIF - Alta Velocidad

Signed.: _____

[POSITION]: _____



FORMS OF LEASE AGREEMENT TO BE SIGNED WITH RAILWAY UNDERTAKINGS TO PROVIDE RELATED RAILWAY SERVICES (SB-7, SB-9 AND SX-10)

CONTRACT NR. (----------)

Madrid, __, _____, 20XX.

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:

- 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.
- 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.

By virtue of this contract, both parties sign this contract, in accordance with the following:

Provisions:

1. - 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.

2. - RECOVERY OF THE SHOP BY THE RAIL INFRASTRUCTURE MANAGER DURING THE CONTRACT

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

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.

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.

3. - TERM OF THE CONTRACT

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 that the agreement term.

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.

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.

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.

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.

4. - INCOME

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.

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.

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.

Afore amounts don't include VAT, so these figures will be increased with the legal VAT applicable at all times.

Should the LESSEE not pay any aliquot part of the income, these shall bear the interest on the non-payment date and there from.

5. - 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.

6. - 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.

7. - WORKS AND INVESTMENTS IN FACILITIES

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.

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)

M_p, is the number of months until the end of the depreciation, in accordance with the depreciation plan authorized by the railway infrastructure manager.

D_u, is the total period in months that the depreciation lasts, in accordance with the depreciation plan authorized by the railway infrastructure manager.

In order to calculate the guaranteed amount it will be necessary that, upon completing the investment, the LESSEE provides the railway infrastructure manager with the appropriate certifications, invoices or documents which prove sufficiently, in the opinion of the railway infrastructure manager, the total cost thereof, disaggregating the amount of removable facilities, providing also proof that the works have been duly paid off to their suppliers.

Rights on the guaranteed amount

- In the event that the contract is resolved for reasons not attributable to the LESSEE, the latter shall be entitled to receive from the railway infrastructure manager a compensation equivalent to the guaranteed amount (Ig). The LESSEE may not claim any other compensation.
- In the event that the contract is resolved for reasons attributable to the LESSEE, the latter shall not be entitled to paying the guaranteed amount (Ig) for the investments made, and the works shall benefit the railway infrastructure manager.

b) **Investing in mobile or removable facilities.**

The LESSEE undertakes to leave the space ceded as it was delivered, withdrawing to its account and charge any removable or mobile facility used at the shop, guaranteeing, when determined, the transition of operators as provided for in this document.

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.

8. - 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.

9. - 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.

10. - 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.



11. - 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.

12. - 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.

13 - 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.

14. - REASONS TO RESOLVE THE CONTRACT

This Contract shall be resolved, in addition to the causes provided for in the legal system, by the following:

- 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.
- 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.
- Sublaughing or non-approved assignment.
- Damages dolfully caused to the property.
- Assignment of the premises leased by THE RAILWAY INFRASTRUCTURE MANAGER to activities other than those provided for in this Contract.
- 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.
- To perform in the leased premises works not previously authorized in writing by THE RAILWAY INFRASTRUCTURE MANAGER.
- 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.
- 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.

- 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.
- 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.
- As the LESSEE does not hold the authorizations and licenses necessary to perform the activity and the works.
- 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.

15. - 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.

16. - 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.

17. - 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.

18. - 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.

19. - 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.

20. - 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.

21. - 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.

22. - 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.

23. - 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.

24. - 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.

25. - 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.

26. - 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.

27. - 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 NÚM.:	
SIGNER	
THE LESSEE:	
BY 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. OOn (----), 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 does not include energy consumption. Specific surveillance service is not included in the price, so custody of stored items is not offered.
     - SX-7- The price does not include energy consumption. Specific surveillance service is not included in the price, so custody of stored items is not offered.
     - SX-8- The price does not include energy consumption.

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.

Whereas (-----) accepts the conditions set out in this document and Annex 1, by signing and sealing it.

DOCUMENT IDENTIFICATION	
CONTRACT NÚM.:	
SIGNER	
THE LESSEE:	

USE TRANSFER AGREEMENT TERMS

1. - 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.

2. - RECOVERY OF PREMISES BY ADIF - ALTA VELOCIDAD DURING THE TERM OF THE AGREEMENT

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.

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.

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.

3. - AGREEMENT TERM

The term of this contract is shown in the allocation resolution, under the terms indicated in the conformity document.

ADIF - Alta Velocidadd guarantees staying at the allocated premises over said period, as well as investing therein under the terms provided in this document.

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.

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.

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

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.

4. - INCOME

The income of this Agreement will be determined according to the Network Statement in force at all time.

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.

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.

Afore amounts don't include VAT, so these figures will be increased with the legal VAT applicable at all times.

Should the LESSEE not pay any aliquot part of the income, these shall bear the interest on the non-payment date and therefrom.

5. - 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.

6. - 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.



7. - INSURANCE

The LESSEE shall have taken out a comprehensive insurance policy covering fire risks and other damages to property, as well as Civil Liability insurance, ensuring that, in the event of an incident, the corresponding compensation is paid and covering any damages and losses caused during the execution of works, if applicable, and in the exercise of activity in the assigned space.

The LESSEE shall provide ADIF-Alta Velocidad with a responsible declaration and a certificate from the insurance company guaranteeing sufficient coverage of damages and civil liability.

The LESSEE directly assumes personal responsibility for covering any compensation amounts that may exceed the contracted amount. Such insurance must be taken out with an insurer that meets the requirements established under Law 20/2015 of 14 July on the regulation, supervision, and solvency of insurance and reinsurance entities, or any law that replaces it. The insurance policy must be delivered to ADIF-Alta Velocidad no later than the moment of delivery of the space in question.

The LESSEE shall guarantee ADIF-Alta Velocidad coverage of the aforementioned risks from the commencement of the contract until its termination.

8. - USE AND PRESERVATION

The LESSEE shall use the site with due diligence and exclusively for the use described in provision one, and shall not do anything to damage it. It is forbidden to store or handle hazardous materials.

The LESSEE undertakes to keep in good condition the facilities, equipment and elements of the activity, as well as to clean the transferred premises, and to repair any damage thereby ensuring s permanent perfect status.

The LESSEE undertakes to prevent any usurpation or harmful novelty by third parties.

The LESSEE shall give ADIF - 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.

9. - 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.

10. - 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.

11. - 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.

12. - REASONS TO RESOLVE THE AGREEMENT

This Agreement shall be resolved, in addition to the causes provided for in the legal system, by the following:

- If the LESSEE is overdrawn when paying the rent corresponding to three months or more, without the need for a judicial or extrajudicial claim.
- Subletting or non-approved assignment.
- Damages dolfully caused to the property.
- Assignment of the premises leased by ADIF - Alta Velocidad to activities other than those provided for in this Agreement.

- 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.
- To perform in the leased premises works not previously authorized in writing by ADIF - Alta Velocidad.
- If, upon doing the works referred to in provision SIX, ADIF - Alta Velocidad verifies that they do not conform to the consented ones.
- 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.
- For not subscribing and/or for being overdrawn in the insurance payment, as provided for in provision SEVEN.
- 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.
- If the LESSEE does not hold the authorizations and licenses necessary to perform the activity and the works.
- 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.

13. - 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.

14. - 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.

15. - 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.

16. - 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.

17. - 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.

18. - 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.

19. - 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.

20. - 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

Furthermore, the interested parties shall have the right to file a complaint to the Spanish Data Protection Agency, if they believe that any right has been breached or any data has been unlawfully processed.

Interested parties may contact the Data Protection Delegate of every liable person given the case, by contacting them through one of the channels indicated above.

MODEL OF CONFORMITY AND AGREEMENT TO TRANSFER SPACES FOR SX-6 ANCILLARY SERVICES (COMMERCIAL CONTROL PRIOR TO ACCESSING TRAINS)

AGREEMENT NO. (----------)

(----------) with Tax Id (----------) and address at (----------) with proxy (----------), his/her id Nr.(----------) (----------) by deed signed on (----) (----) (-----) by the Notary Public of (----------) Mr/Ms (----------) with protocol Nr. (----).

1. On (----), (Railway Undertaking) requested the infrastructure manager to access service facilities to provide services (SX-6 COMMERCIAL CONTROL PRIOR TO ACCESSING TRAINS) at (----------) station.
2. The conditions offered by the Infrastructure Manager are set out in this document, together with the contract terms hereto attached as Annex 1:
    - The manager may provide railway undertakings with a desk to do a preventive control prior to accessing and boarding trains at XXX station. These desks may be fixed or mobile and may be used for a maximum period of 30 minutes before train departure, and shall have the capacity assigned to the Railway Company during the Service Schedule.
    - Price, the one set on the Network Statement in force for every Hour of Service.

Term: Annual, beginning its validity on the day after its notification.

Whereas (-----) accepts the terms set out in this document and its Annex 1, by signing and stamping.

DOCUMENT IDENTIFICATION
CONTRACT NÚM.:
SIGNER
THE LESSEE:

AGREEMENT TO ASSIGN THE USE

1. - PURPOSE OF THE AGREEMENT

The purpose of this document is shown in the document of conformity signed by (Railway Undertaking), and this document is attached to it. It does not include the custody of items deposited or stored at the desk.

The railway infrastructure manager shall enable (Railway Undertaking) the use of desks for the purpose indicated in the conformity document.

The Railway Undertaking states that it receives the indicated space in conditions of use and suitable to serve the exclusive purpose foreseen above.

2. - TERM OF THE AGREEMENT

2.1. The term of this agreement is shown in the award resolution, as set in the document of conformity, extendable for equally long terms, up to a maximum of 5 years, unless expressly reported by the parties 6 months in advance.

2.2. To carry out the early termination of the agreement by the will of any party, it is set that it reliably notifies the other party of its decision at least THREE MONTHS before the date when the resolution becomes effective.

3. - USE AND PRESERVATION

(Railway Undertaking) will use the space with due diligence, destining it solely and exclusively to the use described in the document of conformity, refraining from doing anything that may be detrimental or damage it.

(Railway Undertaking) shall keep in good condition, maintain and clean the facilities, equipment and items on the counter.

4. - SUPPLIES

The price includes electricity consumption. Data network access is not included, and the railway undertaking shall assume access and cost. The Railway Undertaking waives to claim to ADIF-Alta Velocidad any damage caused to the supplies, provided that the damage is not attributable to ADIF-Alta Velocidad.

5.- PROHIBITIONS

Any transfer, or subleasing or subcontracting with third parties the space assigned under this Agreement, shall be forbidden, provided no prior written authorization of the Infrastructure Manager. Any unauthorized transfer, or subleasing shall be a reason to terminate this agreement to assign the use.

6.- REASONS TO RESOLVE THE AGREEMENT

This Agreement shall be resolved for the reasons provided for in the legal system, and for the following ones:

- The non-payment of the corresponding price, without the need for judicial or extrajudicial claim. Non-payment of the price shall accrue a default interest on the date of non-payment and from the date of non-payment.
- Unauthorized assignment.
- Intentionally damaging the furniture.
- Allocating the space assigned by the Infrastructure Manager to an activity different to whatever indicated in this Agreement.
- If the (Railway Undertaking) is sanctioned by the Administration or by the Court, due to serious misdemeanors that may damage the prestige or image of the infrastructure manager.
- For infringing or not strictly observing the regulations on operation, safety and conditions of the space, according to the activity that takes place therein, without a need for judicial or extrajudicial claim.

The infrastructure manager shall notify (Railway Undertaking) in writing of the reason to resolve.

7. - TERMINATION OF THE AGREEMENT

In addition to the other reasons contemplated in this agreement, the contract of assignment of use will be terminated:

- Upon expiry of the contractually established term of validity or of that foreseen over any extension.
- Upon dissolution of the legal person of (Railway Undertaking).
- Upon a final closure of the railway site, agreed by the infrastructure manager or the competent administrative authority, where this is due to the special needs of the management and/or operation of the public rail service, the public interest or the other reasons referred to in this agreement.
- Any other reason agreed upon by the parties.

The (Railway Undertaking) shall not be entitled to any compensation.

8. - LIABILITIES

The infrastructure manager shall be exempt from any claim for theft, breakdowns, or damages caused by equipment items, or any other item put in the space assigned by the (Railway Undertaking).

9. - COMMUNICATIONS

All communications that (Railway Undertaking) addresses to the infrastructure manager in compliance with this agreement shall be to the Under-Directorate of Services and Maintenance of the Direction of Passenger Stations, located in Avda. Pio XII, 110, Caracola 18, 28036 (Madrid), assuring that it reaches its destination.

Those that the Infrastructure Manager addresses to (Railway Undertaking) shall be sent to the address shown in the document of conformity.

As long as the Infrastructure Manager does not receive communication from (Railway Undertaking) notifying any anomaly, it shall be understood that the agreement runs normally.

10. - LEGAL REGIME

This Agreement shall be governed by these terms and, if they're not opposed, by Law 33/2003, of 3 November, on Heritage of Public Administrations and other applicable rules of private law.

Likewise, for whatever is not indicated in these particular conditions, the documentation that has served as the basis to award this agreement, as well as the documentation delivered by the Railway Undertaking during the file processing shall apply.

11. - JURISDICTION

For any questions that may arise from interpreting and complying with this Agreement, and in accordance with the Law on Legal Assistance to the State and Public Institutions, article 15, applicable to this State-owned business entity, the parties, with express waiver of any other jurisdiction and address that by law may correspond to them, shall submit to the Court of Madrid, and any dispute shall be resolved in application of the common national law of both parties.

12. - CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA.

The Contracting Parties shall undertake to keep confidential all data and information provided in compliance with this agreement, and shall keep this information confidential and shall not disclose it at all to any natural or legal person outside this agreement.

The personal data processed by every party to this agreement shall be processed by every party in accordance with the General Data Protection Regulation (EU 679/2016) and Organic Law 3/2018, of 5 December, on Protection of Personal Data and Guarantee of Digital Rights. Every party shall be liable for processing personal data collected from the other party, including their identity, contact details and proxy indicated on the heading. The purpose of the treatment is to manage and execute the agreement, keeping the data over its term and the subsequent time as legally necessary. The data may be communicated to public authorities in order to comply with legal obligations arising from the agreement.

Interested parties are informed of their right to request access to their data, rectify it, delete it, limitate or to oppose the processing, as well as the right to data portability, where appropriate, sending a letter together with a photocopy of the National Identity Card or another counterpart (NIE) with subject Data Protection to the following addresses:

Identity: Entidad pública empresarial ADIF - Alta Velocidad (N.I.F.: Q-2802152-E).

Postal address: Calle Sor Ángela de la Cruz, 3-7ª Planta, Madrid (28020).

Data Protection Officer: dpd.adifav@adif.es.

Likewise, interested parties are entitled to file a claim with the Spanish Data Protection Agency, if they understand that any right has been breached or their data have been treated illegitimately.

Interested parties may contact the Data Protection Delegate of every proxy - if they have it - contacting a channel as indicated above.

AGREEMENT TO PROVIDE LOST AND FOUND PROPERTY MANAGEMENT SERVICE (SX-9)

Together:

On the one hand, ADIF-Alta Velocidad, with address at 28020 Madrid, c/ Sor Angela de la Cruz 3, and Tax Id. Q-2802152-E, with their proxy (----------), acting as (----------) duly authorized for this act.

And on the other, (----------) who shall henceforth be called RAILWAY UNDERTAKING, with Tax Id. (----------) and address at (----------) with their proxy (----------), with Id Nr. (----------) acting as (----------) by deed signed on (----) (----) (-----) before the Notary Public of (----------) Mr/Ms (----------) with protocol number (----).

The attending parties, mutually recognize their legal capacity to sign, perform and grant this Agreement, and therefore.

They state:

Clients may forget or lose their personal belongings, both at the stations and on board trains of various Railway Undertakings operating there, as well as in buses arranged as alternative transport means. Therefore, the railway system shall offer a way for clients to recover lost property.

Within the framework of liberalizing the passenger rail transport, ADIF-Alta Velocidad can offer railway undertakings a service that guarantees the custody and management of clients' lost items, delivered to the final destination stations of trains.

Also, ADIF-Alta Velocidad can guarantee the traceability of the lost object from its deposit by (Railway Undertaking) until a final delivery to its owner or drop and delivery by abandonment to the corresponding local government. Items containing personal documentation will be handed over to the State Security Forces and Corps.

This agreement determines the terms of Lost and Found Property Services by ADIF-Alta Velocidad to Railway Undertakings.

And by virtue of the foregoing, the attending parties sign this Agreement, committing themselves to the following:

Provisions:

1. - PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to set the terms which ADIF-Alta Velocidad and the (Railway Undertaking) _____ commit to as from the date of signature, the Lost and Property Service, and all in accordance with the criteria and conditions set out in ADIF-Alta Velocidad Network Statement in force at all times. In this sense, the system is set to record if a client states loosing or forgetting a personal item, and for the effective treatment of the reception, registration, return, delivery or removal of lost or forgotten objects by clients at stations, trains or buses and delivered to the lost property offices, both by the station staff, train or bus personnel, if any, or by anybody claiming to have found an item at the station.

2. - SCOPE

Destination train stations with face-to-face client service.

3. - GENERAL SERVICE SPECIFICATIONS

The general service specifications are as follows:

Hours of service

The hours of service provision shall coincide with the hours of the face-to-face Client Service at the station.

Identification of the found item. General characteristics

The Client Service will perform the exterior recognition of the most notable characteristics of the item (brand, model, color, size, material, etc.). ...) and any other features that can unequivocally identify the object.

If the found item contains other items (suitcases, bags, wallets, etc.), the Client Service Manager shall request, before opening it, the assistance of another Travel Station Agent or a Security Agent, whenever possible, so that in their presence the most notable characteristics of every item contained is acknowledged (model, color, size, material,...) or any other characteristic that can unequivocally identify the object, to record it, identifying it in the record of the item.

Recording lost property

All items considered lost shall be recorded in the Lost Property Management application of the Passenger Stations Directorate by filling in the following fields:

- Date of finding / reception.
- Characteristics of the item(s).
- Collected: Name of the person responsible for the Client Service and, where appropriate, name and record of the agent who was present acknowledging the item.
- Registration number.

A label shall be attached to all delivered items, with at least the following information: Record number and date of receipt.

The scope of the contract excludes objects that are not considered to be lost, including for information and not limited to: animals or plants, objects of a perishable or unhealthy nature (food unpacked or without seal or with expiry date fulfilled, dirty clothing, waste, broken material, dangerous, organic matter, etc.), bank cards forgotten at sale points of railway undertakings, items not admitted by competent bodies, objects considered to be dangerous (chemicals, illegal commercial traffic, etc.).

Neither shall valid train tickets for travel be considered as lost item, depending on the date, since, in any case, these shall be delivered to the corresponding Railway Undertaking.

If the foung item is money, it shall be considered as a “movable item” and it shall be kept in a closed envelope, indicating the registration number assigned to the item by the application of lost items, and it shall be deposited in a safe place, or in the safe at the station, if it exists, with the same treatment as other los items.

Any identification provided (Id card, Tax id, passport, driving license, or any similar legal document), as well as its envelope (wallet,...), or bank cards, shall be recorded and delivered to the nearest Police Station or Department, also recording it. If the documentation is housed in a container (bag, wallet...), in order not to split the lost object, the container object shall be delivered entirely.

If the registered item corresponds to a transport pass or similar, it shall be delivered to the Autonomous Community or corresponding Public Body (Provincial Council, City Council...) that issued it, or to the responsible Authority/Consortium where appropriate, recording this fact.

Identification of who found the object, and a proof of delivery

The person responsible for the Client Service shall complete the personal identification (name, ID or passport, postal address, contact telephone number) of the Finder (if the latter gives his data) or, failing that, the type of Finder (employee of the railway undertaking, passenger, safety personnel...) in the corresponding cell of the lost items' application. In any case, the protection of the personal data provided is guaranteed, in accordance with provision X hereunder, and the applicable legal regulations (Organic Law 3/2018, of 5 December, 1979) on protection of personal data and guarantee of digital rights and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on protection of natural persons with regard to processing personal data and on the free movement of such data.

The finder will be offered proof of delivery, obtained from the application of lost objects.

The Client Service person shall inform the Finder of the legal deadlines established.

As a general rule, the term to deposit lost objects is 2 years, unless ADIF-Alta Velocidad sets - through the corresponding legal instrument - a shorter term with the Municipalities, in their capacity as responsible for publishing lost and unclaimed objects for two consecutive Sundays (Civil Code, article 615), as well as for delivering the item (if the owner was not found) to its finder.

Given no agreement with the city's competent body, or if there is a partial agreement (it does not take care of any type of item), the periods of stay in the warehouse shall be determied at every station according to other agreements with other bodies such as non-governmental organizations (NGOs) or non-profit foundations.

Only an item shall be kept for the fixed time, if the finder expressly requests it upon delivery and if the City Council does not take over the item.

The delivery by Security Agents, Railway Undertakings or ADIF-Alta Velocidad in service, shall not grant rights as Finder.

Determination of the owner

As a result of the item identification, if the Client Service can determine who the owner is due to the communications received, the Client Service shall immediately proceed locate and inform him/her of the procedure and place to collect the item.

Similarly, he/she shalll be informed of the deadlines set to store the items.

4. - LIABILITIES

ADIF-Alta Velocidad shall be exempt from any liability for the status of the lost items when found delivered by the (Railway Undertaking).

5. - ECONOMIC CONDITIONS

The prices to be applied shall be in force at all times in order to provide Lost Items' Services (SX-9), as published in the Network Statement.

6. - TERM OF THE AGREEMENT

This Agreement shall enter into force on _____ 20XX and it shall be valid until (one year) _____ , with tacit extensions for annual periods up to a maximum of 5 years, and it may be denounced by any party six months in advance.

The Agreement shall be deemed to be tacitly extended if neither party informs the other of their intention not to extend it six months before it expires.

7. - REASONS TO TERMINATE THE AGREEMENT

This agreement shall be deemed extinguished for the following reasons:

1. By mutual agreement of the parties.
2. Upon written denunciation of any party with a term six months, under the terms provided for in this agreement.
3. For non-compliance by any party.

In the event of non-compliance causing a non-payment by (Railway Undertaking) _____ of the amounts due to provide the service and without prejudice to the termination of this agreement, ADIF-Alta Velocidad may proceed to suspend the service, after express notification to the railway undertaking. The suspension of service shall be maintained until payment is made or the debt is sufficiently guaranteed.

Upon terminating the agreement for whatever reason, all rights and obligations arising prior to the its termination shall be paid off and fulfilled by both parties, without prejudice to the rights and obligations resulting from this termination, in accordance with Law and this agreement.

8. - NOTIFICATIONS

To send notifications, the parties may choose any legal system, which prooves ia correct reception, by the following persons assigned as spokespeople by the signing entities:

By *(Railway Undertaking)*

Signed.: _____

[POSITION] _____

By ADIF - Alta Velocidad

Signed.: _____

[POSITION]: _____

9. - APPLICABLE LAW AND JURISDICTION

The provision of the service under this Agreement shall be governed and interpreted by the rules of the railway sector and by Private Law. In accordance with Law 38/2015 44.4, article 44.4 of 29 September, on the railway sector, the National Market and Competition Commission shall be competent to hear and resolve complaints lodged by railway undertakings and other applicants if the principle of non-discrimination to provide ancillary services is deemed to be infringed. This is without prejudice to the competence of the ordinary jurisdiction to resolve any disputes arising in connection with fixing or paying private prices.

For these purposes the parties shall submit to the Courts of Madrid, waiving any other jurisdiction that may correspond to them.

10. - CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA

Both parties undertake to keep secret all data and information provided by ADIF-Alta Velocidad related to the agreement, and the successful tenderer shall keep said information secret, and shall not disclose it at all to any natural or legal person who does not sign this agreement.

The personal data shall be processed by ADIF-Alta Velocidad in order to manage and keep the service provision. The legal basis of the data treatment is to provide the service. The data shall be kept over the legally established term, and shall not be transferred to any third party, except as legally required.

He/she may acces the data, rectify it or delete it, or oppose to its treatment and request its limitation by directing a request to the address: Email of the delegate dpd. adifav@adif.es or by post to Calle Sor Angela de la Cruz, 3-7º planta, 28020 – Madrid attaching a photocopy of the ID or passport.

And in proof of conformity they sign this Agreement, in two copies, at the place and date indicated on the heading:

By *(Railway Undertaking)*

Signed.: _____

[POSITION] _____

By ADIF - Alta Velocidad

Signed.: _____

[POSITION]: _____

AGREEMENT TO PROVIDE ADIF SERVICES TO ASSIST PERSONS WITH DISABILITIES AND/OR REDUCED MOBILITY WHILST BOARDING OR UNBOARDING TRAINS (SX-12)

Together:

On the one hand, the public business entity ADIF, which will henceforth be called ADIF, with address at c/ Sor Angela de la Cruz 3, 28020 Madrid, with Tax id Q-2802152-E, its proxy (----------), as (----------) duly authorized for this act.

And on the other, (----------) who shall henceforth be called Railway Undertaking, with tax id (----------), and address at (----------) its proxy (----------), with Tax id (----------) acting as (----------) as by deed of (----) (----) (-----) before the Notary Public of (----------) Mr. (----------) with protocol number (----).

The attending parties, mutually recognize their legal capacity to sign, perform and grant this Agreement, and therefore.

They state:

In the framework of the rail passenger transport liberalization, the entry of new rail operators and Regulation (EU) 2021/782 OF THE EUROPEAN PARLIAMENT and OF THE COUNCIL of 29 April 2021 on rail passenger rights and obligations, "on departure from a manned railway station, during transit through or upon arrival at a railway station, the station manager or the railway undertaking shall provide assistance free of charge so that persons can board the train, move to a connecting train for which they have a ticket, or disembark from the train, provided that there are trained personnel in service ...".

This agreement sets the terms to provide Adif Acerca Service to board and disembark passengers according to the prices approved by the Board of Directors of Adif - in force at all times - as stated in the aforementioned Adif Network Statement for ancillary services at service facilities.

And by virtue of the foregoing, the attending parties sign this Agreement, committing themselves to the following:

Provisions:

1. - PURPOSE

The purpose of this Agreement is to set the terms under which Adif and the (Railway Undertaking) _____shall - as from the date of signature - provide ADIF Services to assist persons with disabilities and/or reduced mobility whilst boarding and disembarking trains and their accommodation on their seats, and their allowed baggage using, for this purpose, mechanical means or with personal accompaniment, and all this in accordance with the general criteria mentioned in the document with the private prices approved by Adif, and in accordance with Adif Network Statement in force at all times.

2. - SCOPE OF APPLICATION OF THE SERVICES AND ADVANCE OF ATTENDANCE NOTIFICATIONS

The service shall be provided at the stations according to the modes indicated in the Network Statement.

For the service provision, (Railway Undertaking) _____ shall send to Adif the corresponding request, trying to respect, as far as possible, the following periods of notice:

- **Permanent service:** It is provided at stations with a Mobility Assistant (AM) in person throughout the commercial opening hours of the station. Assistance requests shall be covered up to 30 minutes prior to train departure.

Adif, in coordination with Railway Undertakings, for circumstances duly justified and unforeseeable upon signing this agreement, may modify the scope and modes of provision to adjust them to the specific situation. This modes shall not imply for Adif any liability or an assumption of claims with a financial content.

The scope and modes of service provision are published in Adif Network Statement.

(Railway Undertaking) _____ , shall request from Adif the stations included in the scope of Adif Acerca Service to provide the service to clients (Annex Nr. 1). This relationship may be modified by mutual agreement between the parties at least 30 working days in advance. Likewise, (Railway Undertaking) _____, may request Adif to extend Adif Acerca Service to a new station not included in the scope of the service. In this case, Adif shall analyze the feasibility of the proposal and, if feasible, inform (Railway Undertaking) _____ on the expected date of service commencement at the new station.

3. - TYPE OF ASSISTANCE

The purpose of this Agreement is to set the terms for Adif to provide (Railway Undertaking) _____ -upon its signature date - Adif Acerca Service to assist people with disabilities and/or reduced mobility upon stepping on and off trains, and their accommodation on their seats and the luggage allowed, using, for this purpose, mechanical means or personal accompaniment, and all in accordance with the general criteria set in the document subject to the private prices approved by Adif, and in accordance with Adif Network Statement in force at all times.

The following types of assistance are provided:

1. Person in own wheelchair occupying square H.
2. Person in folding own wheelchair occupying a regular place.
3. Person with sensory or cognitive disability.
    - Visual impairment.
    - Hearing impairment.
    - Cognitive disability.
    - Deafblindness disability.

4. Person with difficulty of displacement.
    - Person with difficulties in upper/lower limbs
    - Elderly person
    - Person with child cart
    - Pregnant person
    - Any other person with reduced mobility, as provided for in Implementing Regulation (EU) 2021/782, article 3(21) of the European Parliament and of the Council of 29 April 2021 on rail passengers' rights and obligations.
5. National Transplant Organization.

4. - MEETING POINTS

The assistance will be provided at the station of origin, from the meeting point to the accommodation of the assenger in the seat of the train or seat H, as indicated on the ticket, and vice versa in the case of assistance at the destination.

The meeting points are defined at every station and are published in Adif Network Statement.

The meeting points are also areas where assistance will end in the case of arriving passengers. However, it can be agreed upon with the passenger the alternative place of the station to end the service (taxi stop, parking, exit gate, etc.).

5. - GENERAL SERVICE SPECIFICATIONS

The general service specifications are as follows:

Hours of service

The hours of service provision will coincide with the business hours of the passenger station published in the Network Statement.

If, as a result of rail traffic, a train arrives at a station outside of business hours and the passengers include persons with disabilities and/or reduced mobility, the destination station will keep the assistance service operational, regardless of the time of arrival of the train.

Traffic to assist

The service is configured to assist high speed, long distance and medium distance traffic of all railway undertakings.

Commuter traffic is excluded because it considers that this provision could affect punctuality, at stations with commuter traffic, or trains allocated to them, which already have a very high level of accessibility and allow their use independently.

Service to provide upon passengers' request and adapted to their needs.

The service guarantees the provision of any assistance in compliance with the established deadlines of notice.

In the event of late requests, Adif will make their best efforts to provide, as far as possible, the necessary assistance, so that the person with disabilities or with reduced mobility can make their trip. In any event, the refusal of service on this basis must be duly justified, keeping the Railway Undertaking informed.

The provision of service shall endeavor to adapt, at all times and to the extent possible, the particular assistance needs of passengers. In this sense, mobility assistants shall consult the passenger with the aim of trying to adapt the provision of services to their needs.

Adif will ensure that at all stations there are appropriate spaces to wait until the time of boarding the train. Passengers in a waiting situation will also be assisted by service personnel.

Attention to incidents affecting rail traffic

The service covers assistance to passengers in situations of incidents affecting rail traffic.

In a sense, two situations may arise:

- Incidents that prevent an ordinary operation of rail traffic:

  In this case, an attempt shall be made, as far as possible, to provide the service at stations assigned for transhipment. Also, as indicated above, the destination stations shall remain open and staffed to provide the necessary assistance regardless of the time of train arrival.

- Incidents caused by programming works in the infrastructure:

  In these cases Adif, in coordination with the Railway Undertakings, shall define the Alternative Transport Plans (PATs), between stations included in the scope of service. In application of a TAP, possible assistance in transfers between trains or to other alternative means of transport shall be provided.

Guide dogs, assistance and support

Spaces shall be provided, as far as possible, for guide and assistance dogs to perform their physiological needs. Furthermore, they will get some water, at the request of their users.

The service personnel will coordinate with the Railway Undertakings the boarding of these dogs on trains ensuring, at all times, that they do not separate from their owners.

Treatment of groups

The stations shall be provided with sufficient means to provide this type of assistance. In this sense, since the sale of group tickets is carried out by the Railway Undertakings using specific procedures, it shall be ensured that the information of these sales is provided to the service providers as far in advance as possible, which in no case should be less than 48 hours.

The means and resources provided may be lower than those available if assistance is provided on an individual basis.

Baggage

Adif Acerca Service shall assist people with disabilities and/or reduced mobility upon transferring baggage in accordance with the Baggage Policy of the (Railway Undertaking) _____.

Material means

The assets included to provide the service are:

- Elevating platforms
- Ramps
- Wheelchairs

Adif shall perform the corresponding equipment maintenance to ensure a correct operation.

6. - QUALITY MANAGEMENT

Service follow-up

Adif and (Railway Undertaking) _____ shall hold regular meetings to monitor the service and analyse the incidents, as well as to adopt preventive and corrective measures.

Maintenance of AENOR Certification

Adif, regarding Adif Acerca Service, is committed to maintaining the certification of the Universal Accessibility Management System according to UNE-170001-2:2007.

7. - FINANCIAL CONDITIONS

The prices to be applied will be in force at all times for Adif Services to assist Persons with Disabilities and/or Reduced Mobility upon boarding or disembarking trains (SX-12) as published in the Network Statement.

8. - AGREEMENT VALIDITY

This Agreement shall enter into force on _____ 20XX and it shall be valid until (one year) _____ , with tacit extensions for annual periods up to a maximum of 5 years, and it may be denounced by any party six months in advance.

The Agreement shall be deemed to be tacitly extended if neither party informs the other of their intention not to extend it six months before it expires.

9. - REASONS TO TERMINATE THE AGREEMENT

This agreement shall be deemed extinguished for the following reasons:

1. By mutual agreement of the parties.
2. Upon written denunciation of any party with a term six months, under the terms provided for in this agreement.
3. For non-compliance by any party.

Given non-compliance resulting in a non-payment by (Railway Undertaking) _____ of the amounts ayable to provide the services and without prejudice to terminating this agreement, ADIF may proceed to suspend the service, after express notification to the railway undertaking, which shall assume, in any case and with

its own means, assistance to persons with disabilities and reduced mobility in the terms provided for under Law. The suspension of service shall be maintained until payment is made or the debt is sufficiently guaranteed.

Upon terminating the agreement for whatever reason, all rights and obligations arising prior to the its terminatino shall be paid off and fulfilled by both parties, without prejudice to the rights and obligations resulting from this termination, in accordance with Law and this agreement.

10. - NOTIFICATIONS

To send notifications, the parties may choose any legal system, which prooves ia correct reception, by the following persons assigned as spokespersons by the signing entities:

By *(Railway Undertaking)*

Signed.: _____

[POSITION] _____

By ADIF - Alta Velocidad

Signed.: _____

[POSITION]: _____

11. - APPLICABLE LAW AND JURISDICTION

The services provided under this Agreement shall be governed and interpreted by the rules of the railway sector and by Private Law. In accordance with Law 38/2015 44.4, article 44.4 of 29 September, on the railway sector, the National Market and Competition Commission shall be competent to hear and resolve complaints lodged by railway undertakings and other applicants if the principle of non-discrimination to provide ancillary services is deemed to be infringed. This is without prejudice to the competence of the ordinary jurisdiction to resolve any disputes arising in connection with fixing or paying private prices.

For these purposes the parties shall submit to the Courts of Madrid, waiving any other jurisdiction that may correspond to them.

12. - CONFIDENTIALITY AND DATA PROTECTION

Both parties undertake to keep secret all the data and information provided by ADIFregarding this agreement, the successful tenderer shall keep said information secret and shall not disclose it in any way, in whole or in part, to any natural or legal person who is not a party to the contract.

Personal data shall be processed by ADIF to manage and maintain the service. The legal basis of the data treatment is to provide the service. The data shall be kept over the legally established term, and shall not be transferred to any third party, except as legally required.

He/she may acces the data, rectify it or delete it, or oppose to its treatment and request its limitation by directing a request to the address: Email of the delegate dpd. adif@adif.es or by post at Calle Sor Angela de la Cruz, 3-7º planta, 28020 – Madrid attaching a copy of the ID or passport.

And in proof of conformity they sign this Agreement, in two copies, at the place and date indicated on the heading:

By *(Railway Undertaking)*

Signed.: _____

[POSITION] _____

By ADIF - Alta Velocidad

Signed.: _____

[POSITION]: _____

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:

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.

Therefore the applicant has requested to the rail infrastructure manager on __/__/____, to sign a framework agreement to reserve capacity

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:
   - 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.
   - The characteristics and technical performance of trains, as reported by the applicant and described in Annex 2.
   - Existence of specialized lines.
   - The existence of a congested infrastructure, if appropriate.
   - Capacity needs of international freight corridors.
   - Priorities of transport of passengers and freight as well as state investment and public or private entities.

According to Article 38, section 4 in Law 38/2015, of 29 September, of the Rail Sector, this framework agreement shall not preclude the use of the relevant infrastructure by other applicants or other services.

CLAUSE 3 – COMMITMENTS OF APPLICANTS

1. The applicant agrees to request capacity for every service timetable, according to the timetable and deadlines established in the Network Statement valid at all times, on the terms contained in this framework agreement, see Annex 4.

   The rolling stock used by the applicant must respect the characteristics (stock, maximum speed, stops, stablings etc.) described in Annex 2 for the period of this framework agreement. Any change in these characteristics shall be previously requested and accepted by the rail infrastructure manager.

2. The Applicant commits to request the infrastructure capacity agreed upon and described in Annex 3, contemplating a annually reduction margin of up to 10% for possible program adjustments.

3. Without prejudice to Provision 8 hereunder and - except for the cases provided for in provision 4 – in accordance with article 13 of COMMISSION EXECUTION REGULATION (EU) 2016/545 of 7 April 2016 on the procedures and criteria related to infrastructure capacity allocation framework agreements, should the Applicant not request the capacity agreed upon for the following Timetable - in accordance with the schedule and deadlines set in the Network Statement - the infrastructure manager shall penalize the Applicant with the costs, direct losses and expenses (including lost profits), which ADIF actually incurred. The provisions of afore paragraph shall not apply to cases expressly provided for in Commission Implementing Regulation EU2016 / 545 or any replacing one.

   In order to guarantee the compensation set in the previous paragraph, and in accordance with Commission Implementing Regulation (EU) 2015/10 of 6 January 2015, the railway infrastructure manager may require to form a bank guarantee, which shall be set prior signature hereof. The proof of aforementioned financial guarantee, if applicable, is hereto attached as Annex 5.

   Should the Applicant not fulfil their traffic commitments as set in this framework agreement for longer than a month, the infrastructure manager may execute the financial guarantee referred to in afore paragraph.

4. The applicant shall also be jointly responsible for the liability incurred by the railway undertaking, which provides services.

5. The infrastructure manager shall not request payment of a compensation in the following cases:

   - 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.
   - If the applicant has been denied a supplementary request for framework capacity whereon the viability of the planned rail service depended.
   - 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:

- That this framework agreement is a pre-requisite to finance the rolling stock necessary for a new service;
- It is necessary to process the rolling stock authorization as referred to in letter a);
- The program to start the operations at shipping or loading terminal points, or opening an infrastructure connection section.
- Investments are necessary to increase infrastructure capacity.
- Any provision of a current public service agreement.

The applicant may request to extend said term to the National Commission on Markets and Competition, which may give their approval for reasons other than those set in sections a) - e) of afore paragraph. The capacity allocated by virtue of the framework agreement, which is not used as a result of the time required to assume the service shall remain available to other Applicants.

3. Applicants may request to renew the Framework Agreement and the infrastructure manager may satisfy said request provided if the Applicant has fulfilled the commitments upon signing the Framework Agreement, justifying any investment in their initial business plan pending amortization and - if committed in the request for framework capacity - has implemented a carbon footprint reduction plan since the Framework Agreement started, which results, upon completion, can be verified by a duly accredited independent entity.

   Applicant may request to conclude the framework agreement in accordance with Provision 8 hereunder.

CLAUSE 7 - AMENDMENTS OR LIMITATIONS TO THE TERMS OF THE FRAMEWORK AGREEMENT

1. Any change in the conditions of this framework agreement is authorized given any of the following reasons:

   - Upon request by any party as accepted by the other one.
   - Given any new legal or regulatory measure affecting - in whole or in part - the provisions in this framework agreement.
   - 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.
5. The rail infrastructure manager reserves the right not to inform other potential applicants if amendments to the framework agreement are minimal or do not affect other frameworks agreements.

CLAUSE 8 - TERMINATION OF FRAMEWORK AGREEMENT

1. This framework agreement shall be terminated immediately, without prejudice to any compensation by the rail infrastructure manager and without the right to claim by the applicant, in the following cases:
    - a) Revocation of the applicant approval or railway undertaking license.
    - b) Remove the safety certificate of the railway undertaking providing services. In case of partial withdrawal, the provisions of the framework agreement are maintained for the capacity that has not been affected by such decision.
    - c) Applicant's declaration of bankruptcy.
    - d) The conditions used by the applicant in section c) in the exhibit required to sign it have ended.
    - e) Non-compliance of applicant's trains with the technical characteristics (stock, maximum speed, stops, stablings etc.) for which capacity is requested in the framework agreement.
2. The Applicant may terminate this framework agreement in writing, with a period of twelve months' notice prior to the Timetable of the offered capacity.
3. The Rail Infrastructure Manager may terminate this framework agreement, without prejudice to the compensation as may correspond and without the right to claim of the applicant, in the following cases:
    - No capacity request has been submitted in a timely manner as described in Annex 3 for the next Timetable without duly justified reasons.
    - Lack of payment by the applicant of tariffs, fees and prices to the rail infrastructure manager.
    - 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.
    - 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.
    - 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 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.: _____	Signed.: _____
[POSITION] _____	[POSITION]: _____
Adif-Alta Velocidad _____	[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:

- Rolling Stock
- Weight of trains
- Maximum speed
- Gauge
- Length
- Percentage of braking
- On board systems
- Other restrictions (hazardous material, exceptional transport, etc.)

2. Operation

- Frequency and running days
- Connections
- Stops
- Approximate travelling times
- Rotations
- Stabling
- Type of offer (cadenced)

ANNEX 3 –Framework Capacity agreed upon

The contents of this appendix shall be defined by case.

ANNEX 4 –Service schedule and periods

The contents of this appendix shall be defined by case.



Annex J

Dispute Resolution Procedure

RESOLUTION PROCEDURES FOR CONFLICT AND RESOURCES REGARDING REQUESTS TO ACCESS INFRASTRUCTURE, REQUESTS TO ACCESS SERVICE PROVISION, RAILWAY SERVICE PROVISION AND THE INCENTIVE SYSTEM

INTRODUCTION

This annex gives information on different procedures that Rail Sector Act and this Network Statement provide to solve the disputes and proceedings brought against the capacity allocation process, rail service provision and incentive system.

In addition, information about the procedure to follow in the claims submitted by railway undertakings and other applicants in connection with the performance of the rail infrastructure manager, railway undertakings and the other applicants concerning questions on the application of this Network Statement, procedures to allocate capacity and performance thereof, tariffs for using railway infrastructure, issues of discrimination to access rail infrastructure or services linked thereto, claims that relate to the provision of services on international rail freight corridors.

PROCEDURES

1. - COORDINATION PROCEDURE IN THE SCOPE OF INFRASTRUCTURE CAPACITY ALLOCATION PROCESS

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

In the event that the railway infrastructure manager detects that during the period considered to prepare the Timetable project, certain requests are incompatible with each other, or if the capacity allocated to the Applicant does not respond to the needs and the latter expresses it in writing within the deadlines, they will try to satisfy all requests through the coordination process. (Art. 8 Order FOM 897/2005).

To this end, the railway infrastructure manager will try to find alternative solutions that respond to Applicants requests, or to resolve the conflicts by consulting applicants.

During this consultation, the following information will be provided, free of charge and in writing:

1. The allocation of capacity requested by other applicants for the same routes.
2. The allocation of capacity previously allocated to all other applicants for the same routes.
3. The allocation of alternative capacity proposed by the rail infrastructure manager.
4. Detailed information on the criteria applied in the capacity allocation procedure.

This information shall be provided without disclosing the identity of other applicants, unless said applicants agree upon disclosing it.

PROCEDURE TO RESOLVE CONFLICTS IN REQUESTS

During the request coordination process, the railway infrastructure manager may propose to applicants, within reasonable limits (± 60 minutes), infrastructure capacity allocations that differ from the requested ones.

The railway infrastructure manager may make as many coordination rounds as considered appropriate in order to reach satisfactory agreements.

Should it not be possible to reach an acceptable solution for all applicants after developing the coordination process, the railway infrastructure manager shall adopt the solution that best suits the rail system as a whole:

- When creating the Service Schedule, the infrastructure use shall be optimized, in order to avoid any inefficient use that prevents from making the most of it.
- As far as possible shall be offered alternatives to allow the coexistence of different Applicants in time periods, offering capacity allocations that may vary slightly from requested ones, considering that whenever they are delivered within a 60-minute period, all requests would be satisfied.
- In specialized lines or with predominant traffic (High Speed, Commuter, etc.) traffic that corresponds to this specialization shall have priority, giving value to traffic that uses the whole line over that, using only part of it.
- Likewise, services subject to public service obligations, as well as that of freight transport and, especially, international ones, shall receive due consideration.
- Services requested according to a Framework Agreement, or that are subject to rhythmical or systematic services will also have priority.
- On infrastructures declared as congested, the railway infrastructure manager may modulate the application of strict capacity allocation criteria in order to guarantee, to the maximum extent possible, access to every applicant who requested the capacity allocation.
- The railway infrastructure manager final decision may be subject to allegation, according to the following section.

2. - ALLEGATIONS TO THE SERVICE SCHEDULE PROJECT PROPOSAL

Applicants may file claims, in writing and reasoned, with the following deadlines, which start upon notifying the provisional capacity allocation to Applicants:

- 1 month after notifying the Hours of Service.
- 15 business days for the paths allocated, as agreed upon.
- 5 business days for the paths monthly allocated, or for requests for any hours of service, which are submitted after the deadlines.
- 2 business days for occasional paths.

The infrastructure manager agrees to give written response to complaints by RUs in accordance with the provisions of Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administration.

3. - COORDINATION PROCEDURE TO ACCESS RAILWAY SERVICES PROVISION

The procedure indicated below shall apply to service facilities owned by the infrastructure manager, which are linked to rail transport in the General Interest Rail Network, where the manager is the service operator.

If the service facility operator receives an access request and this is incompatible with another request or coincides with a time period already allocated, he/she will try to make all requests compatible negotiating and coordinating with the affected applicants. Any amendment to access rights already granted shall be subject to the Applicant's agreement.

The service facility operator shall neither reject requests to access a service provision, nor propose viable alternatives to the applicant, given available capacity to satisfy the needs, or if expected, in the coordination procedure, or as a result thereof, the available capacity.

The service facility operator shall study different options to reconcile incompatible requests to access service provision at the facility. These options shall include, if applicable, measures to maximize the facility available capacity, provided it does not entail additional investments in resources or equipment. Amongst such measures are likely to be the following:

- Suggest a different time period or modify the path already allocated to another applicant, should the latter accept it.
- Propose changes in opening hours or in the work organization, if possible.
- In the case of basic, supplementary and ancillary services, if the service operator expressly authorizes it, allow access to the facility for a self-provision of these services.

The different applicants and the service facility operator may jointly request the governing body to participate as an observer in the coordination procedure.

To allow candidates access to self- service provision and in order to preserve an orderly, efficient and safe operation at facilities, these shall be previously authorized by the railway infrastructure manager, based on compliance with their railway safety requirements, i.e. in traffic safety management system and, where appropriate, in the specific procedure to this end.

In the authorization regarding the service facility operational scope it shall be guaranteed that the staff has:

- Knowledge of the regulatory documentation related to safety facilities, as well as characteristics of the unit and the specific operations to be performed.
- Knowledge of the operation special orders, and if these are not present, at least know the duties and responsibilities assignment and what, when and how the information is exchanged amongst railway personnel involved.
- Qualifications of involved railway personnel.
- Knowing the occupational risk prevention requirements.

PRIORITY CRITERIA

If, despite the coordination procedure, requests to access services remain incompatible, the facility operator shall apply objective and non-discriminatory priority criteria, taking into account the facility purpose, the object and nature of rail transport services for an efficient use of available capacity.

The applicable priority criteria is as follows:

a) **At Freight Transport Terminals.**

- Service requests related to Transport Plan trains with a Quality Agreement (Convenio de Calidad Contertada CQC).
- Requests for services related to Transport Plan trains that have Service Grouping agreements by train.
- Requests for services related to Transport Plan trains with a coordinated path with other service facilities or with providers of other services.
- Requests for services related to Transport Plan trains not included in the previous cases.
- Requests for occasional services not included in the Transport Plan.
- For other applications, these shall be addressed by application entry order.

b) **At Passenger Transport Stations.**

- Proportionality regarding the number of trains with commercial stop at the station.
- Proximity to train arrival or departure time to/from the station.
- For other requests, these shall be addressed by request entry order.

4. - REQUESTS, CLAIMS AND COMPLAINTS REGARDING THE PROVISION OF RAILWAY SERVICES BY THE MANAGER OF RAIL INFRASTRUCTURES

There will be requests to the rail infrastructure manager in the entity area of competence, as well as arguments that may be submitted in the proceedings initiated by it, and submit claims which must resolved by the rail infrastructure manager, as well as those which shall be resolved by the rail infrastructure manager, as well as those that shall be responsibility of this entity, if the services provided by the rail infrastructure manager do not conform this Network Statement, or the quality levels set in the service provision.

The rail infrastructure manager shall not be considered responsible for damages (losses, breakdowns and delays) suffered by the freight during transport, or damages to rail vehicles, except if the railway undertaking conclusively proofs that such damages are attributable to the rail infrastructure manager.

The lack of traction power supply shall not be considered grounds for complaint, when it is due to a breakdown caused by a railway undertaking, or if it is the result of duly scheduled works or maintenance operations. In the event of a lack of traction power supply for reasons attributable to power supply companies, the maximum amount of compensation shall be as set up by current laws of the electricity sector, for this purpose, address the Electrical Energy Management Branch of the ADIF-Alta Velocidad Corporate Directorate.

The Rail Infrastructure Manager shall not be liable toward Rail Undertakings for any damages caused during service provision when these are the result of situations of force majeure, vandalism or by third parties unrelated to railway infrastructure manager.

Railway undertakings or third parties shall be liable toward the rail infrastructure manager for damages caused to people and/or things, as well as to their facilities, machinery, railway infrastructure, etc.

The infrastructure manager agrees to give written response to the complaints by RUs in accordance with the provisions of Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administrations, notwithstanding that private law relationships other terms may be agreed upon.

Railway undertakings shall have procedures in their SGS to define and control operations related to rail services as required to satisfy their transportation needs.

5. - PROCEDURE OF COORDINATION IN THE FIELD OF CAPACITY ALLOCATION PROCESS AT SERVICE FACILITIES

The coordination procedure is designed to resolve conflicts that may arise when requesting capacity allocation at service facilities.

FOR REQUESTS TYPE A: WITH RESERVE CAPACITY

GIS shall study the requests received and based on allocation criteria indicated in chapter 7 of this Network Statement, should capacity requests coincide in the same use period and for the same service facility they shall communicate a provisional capacity allocation, at most, 30 days before the scheduled use date of the service facility, and applicants will have 10 calendar days to accept/reject it, or to make allegations as they deem appropriate.

GIS will have 5 calendar days to analyse these allegations and communicate the final capacity allocation. Given no receipt of client's acceptance of the allocated capacity after set deadline, GIS may freely dispose of it.

FOR REQUESTS TYPE B:WITHOUT CAPACITY RESERVATION

Requests shall be made at least 7 calendar days in advance, through SYACIS application.

GIS shall study the requests received according to the allocation criteria indicated in this NS, chapter 7, given any coincidence of capacity requests, in the same period of use and for the same service facility, it will communicate a provisional capacity allocation that the client shall accept or reject.

Given no client's acceptance of the allocated capacity upon deadline GIS will freely dispose of it.

For exceptional and justified reasons, clients may request capacity for a service facility, less than 7 calendar days in advance. Said type of requests may only be presented from Monday to Friday, before 12 o'clock the day before train departure and shall identify to GIS the train to which the application is linked. The answer shall be notified before 18 h. of the same day.

In case of fuel supply at fixed and mobile points, capacity allocation shall be included in service supply.

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.

The calculation of trains with a scheduled stop at a station will be done based on the duration of the request with a priority criterion (Framework Agreement, Hours of Service or Agreed Adjustment), including long distance and intercity trains.

When there are previous contracts with railway undertakings, although requests are for spaces linked to basic services, ADIF-Alta Velocidad may require amending the allocated capacity in order to include new operators.

In these cases, railway undertakings have the right to compensation for investments pending amortization for the modified space, as approved by ADIF-Alta Velocidad and performed by the railway undertaking.

The infrastructure manager may also satisfy aspects expressly stated in aforementioned Act, article 11.

Requests allocated after a process of priority criteria shall be expressly ratified by the client.

CLAIMS

In accordance with Directive, Art. 13.5, and Art. 14, Implementing Regulation (EU) 2017/2177, when the infrastructure manager does not have any viable alternative, or capacity for the concerned facility, they may claim before the regulatory body (CNMC) based on the needs proved by the railway undertaking.

7. - PROCEDURE TO ASSIGN DELAYS AND CONFLICT RESOLUTION WHEN IMPOSING LIABILITIES WITHIN THE INCENTIVE SYSTEM FIELD

Adif has implemented the Performance Scheme, which includes the process of allocating attributable delays and conflict resolution, in accordance with Law 38/2015, of 29 September of the Railway Sector and Order FOM/189/2015, of 11 February, on the basic implementation principles of a performance scheme in the tariff system for using rail infrastructures, as indicated in section 6.2.5., Chapter 6 in the Network Statement. This process unfolds in three phases:

a) **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.

b) **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.

c) **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 Mercancias.
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 K

Information Exchange Process to Operate the Capacity

INTRODUCTION

Railway service operation requires an adequate coordination of the information generated by the infrastructure manager, Applicants and railway undertakings providing services to them.

This annex details the general conditions to use information services that the infrastructure manager makes available to Applicants, and also determines the information that shall be provided by Applicants to the infrastructure manager, in order to properly perform their duties.

1. - SCOPE

It applies to all Applicants and railway undertakings providing service on the General Interest Rail Framework managed by an infrastructure manager.

Applicants and railway undertakings using the services of the infrastructure manager information systems implies compliance with the following provisions.

2. - INFORMATION PROVISION SERVICES BY THE INFRASTRUCTURE MANAGER

The way in which Applicants shall interact with the Infrastructure Manager to exchange information that enables a correct train operation is described hereunder.

Whenever possible, the Infrastructure Manager shall provide an information exchange online and in digital format, although they may determine other means when there is some contingency in order to enable 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) c)"Elcano View" web application is under way, and shall allow viewing synoptic of any point on the network (High Speed, Conventional Network and Metric Gauge Network), which shall complement or replace MONR.

d) "Sitra +" web application is under way, and shall allow railway undertakings to view their traffic in space-time graphics.

e) Other information as agreed upon between the infrastructure manager and applicants/railway undertakings.

GENERAL CONDITIONS TO PROVIDE INFORMATION SERVICES.

The rail infrastructure manager shall enable, upon request, and for an adequate use of information services:

a) A certain number of authorizations (users) to access computer applications; due to existing technical limitations, the number may be set by the infrastructure manager, depending on the production volume of the Applicant or Railway Undertaking.

b) Initial training in computer applications to ensure knowing these. This training is intended for a limited number of trainers from railway undertakings (the maximum amount of authorized trainers shall be set by the infrastructure manager based on the number of access authorizations). The initial training shall be renewed when the service or the computer tool evolves.

c) A user manual or documentation for every service.

3. - INFORMATION THAT APPLICANTS AND RAILWAY UNDERTAKINGS SHALL GIVE TO THE INFRASTRUCTURE MANAGER

INFORMATION TO ACCESS REGULATED TRACKS

To access a governed track and with time enough before the train departs, the railway undertaking shall provide the infrastructure manager - as under Rail Traffic Regulations (RCR) and Instruction C No. 46/16 (Communication of train ready to run), at least the following information:

a) **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).

b) **Communication of the train ready to run, also in two possible ways:**

- By messaging means TAF/TAP-TSI (Train Ready).
- Temporarily or in case of contingencies, from GTRENES or GTRENES mobile applications.

c) **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.).



d) **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.

e) **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

a) **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).

b) **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.

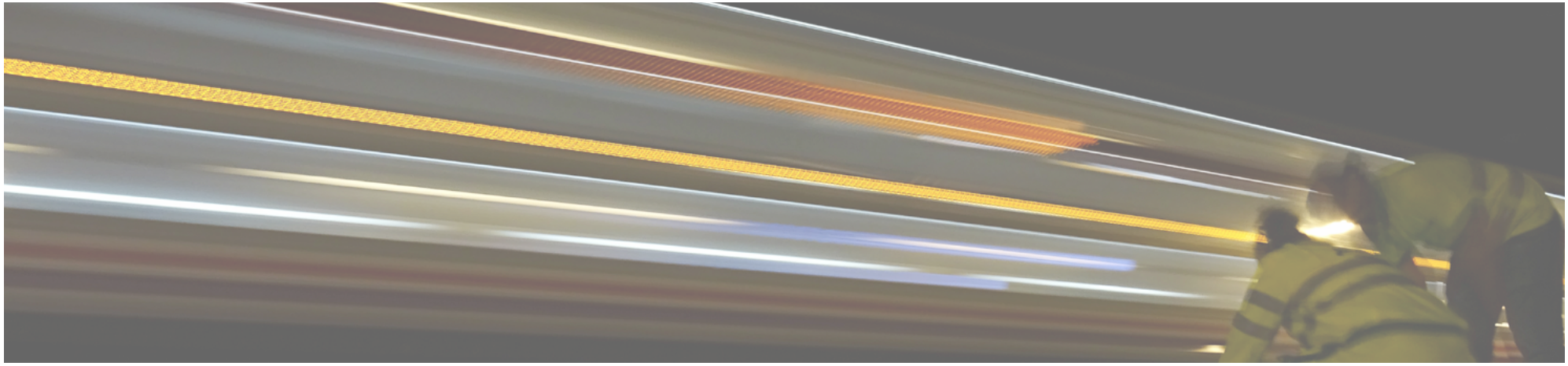
Applicants / railway undertakings are not liable for failures resulting from force majeure, failures due to third parties and / or failures as a consequence of the Infrastructure Manager and their suppliers.

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 L

Framework Capacity Statement

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 stoke, with a margin of ± 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:

1. Framework capacity already allocated and the number of paths.
2. The indicative capacity still available to conclude framework agreements in infrastructures that are already a subject of framework agreements.

1. 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 +-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.

AXIS 12.- MADRID - BARCELONA

SERVICIO HORARIO	SURCOS							
	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
	Adjudicado	4.390	5.989	6.092	5.843	6.159	3.628	32.101
	%	86%	82%	84%	80%	85%	83%	83%
2023 - 2024	Ofertado	5.194	7.420	7.420	7.420	7.420	4.452	39.326
	Adjudicado	4.649	6.509	6.630	6.350	6.675	3.893	34.706
	%	90%	88%	89%	86%	90%	87%	88%
2024 - 2025	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
	%	90%	88%	90%	86%	90%	88%	88%
2025 - 2026	Ofertado	5.096	7.280	7.280	7.280	7.280	4.368	38.584
	Adjudicado	4.577	6.416	6.518	6.230	6.554	3.835	34.130
	%	90%	88%	90%	86%	90%	88%	88%

SERVICIO HORARIO	SURCOS							
	PERIODO	6h-7h	8h-10h	11h-13h	14h-16h	17h-19h	20h-21h	Total
2026 - 2027	Ofertado	5.096	7.280	7.280	7.280	7.280	4.368	38.584
	Adjudicado	4.731	6.579	6.518	6.512	6.694	3.835	34.869
	%	93%	90%	90%	89%	92%	88%	90%
2027 - 2028	Ofertado	5.096	7.280	7.280	7.280	7.280	4.368	38.584
	Adjudicado	4.732	6.580	6.518	6.515	6.695	3.835	34.875
	%	93%	90%	90%	89%	92%	88%	90%
2028 -2029	Ofertado	5.096	7.280	7.280	7.280	7.280	4.368	38.584
	Adjudicado	4.732	6.583	6.520	6.514	6.695	3.836	34.880
	%	93%	90%	90%	89%	92%	88%	90%
2029 - 2030	Ofertado	5.194	7.420	7.420	7.420	7.420	4.452	39.326
	Adjudicado	4.823	6.713	6.651	6.645	6.829	3.912	35.573
	%	93%	90%	90%	90%	92%	88%	90%

AXIS 13.- MADRID - EAST

SERVICIO HORARIO	SURCOS							
	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
	Adjudicado	3.673	5.156	4.890	4.425	5.805	3.742	27.691
	%	72%	71%	67%	68%	72%	86%	72%
2023 - 2024	Ofertado	5.194	7.420	7.420	6.678	8.162	4.452	39.326
	Adjudicado	4.336	6.177	5.687	5.380	6.569	3.975	32.124
	%	83%	83%	77%	81%	80%	89%	82%
2024 - 2025	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
	%	84%	84%	82%	87%	81%	89%	84%
2025 - 2026	Ofertado	5.096	7.280	7.280	6.552	8.008	4.368	38.584
	Adjudicado	4.275	6.104	5.942	5.675	6.468	3.900	32.364
	%	84%	84%	82%	87%	81%	89%	84%

SERVICIO HORARIO	SURCOS							
	PERIODO	6h-7h	8h-10h	11h-13h	14h-16h	17h-19h	20h-21h	Total
2026 - 2027	Ofertado	5.096	7.280	7.280	6.552	8.008	4.368	38.584
	Adjudicado	4.276	6.104	5.942	5.675	6.468	3.900	32.365
	%	84%	84%	82%	87%	81%	89%	84%
2027 - 2028	Ofertado	5.096	7.280	7.280	6.552	8.008	4.368	38.584
	Adjudicado	4.274	6.104	5.942	5.675	6.468	3.900	32.363
	%	84%	84%	82%	87%	81%	89%	84%
2028 -2029	Ofertado	5.096	7.280	7.280	6.552	8.008	4.368	38.584
	Adjudicado	4.271	6.104	5.942	5.676	6.468	3.900	32.361
	%	84%	84%	82%	87%	81%	89%	84%
2029 - 2030	Ofertado	5.194	7.420	7.420	6.678	8.162	4.452	39.326
	Adjudicado	4.357	6.219	6.057	5.786	6.590	3.975	32.984
	%	84%	84%	82%	87%	81%	89%	84%

AXIS 14.- MADRID - SOUTH

SERVICIO HORARIO	SURCOS							
	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
	Adjudicado	3.688	4.977	4.497	5.429	5.173	4.208	27.972
	%	63%	59%	54%	71%	57%	83%	63%
2023 - 2024	Ofertado	5.936	8.533	8.533	7.791	9.275	5.194	45.262
	Adjudicado	5.146	6.462	5.551	6.208	6.958	5.152	35.477
	%	87%	76%	65%	80%	75%	99%	78%
2024 - 2025	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
	%	91%	85%	83%	94%	84%	100%	89%
2025 - 2026	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
	%	91%	85%	83%	94%	84%	100%	89%

SERVICIO HORARIO	SURCOS							
	PERIODO	6h-7h	8h-10h	11h-13h	14h-16h	17h-19h	20h-21h	Total
2026 - 2027	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
	%	91%	85%	83%	94%	84%	100%	89%
2027 - 2028	Ofertado	5.824	8.372	8.372	7.644	9.100	5.096	44.408
	Adjudicado	5.303	7.141	6.943	7.183	7.656	5.096	39.322
	%	91%	85%	83%	94%	84%	100%	89%
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
	%	91%	85%	83%	94%	84%	100%	89%
2029 - 2030	Ofertado	5.936	8.533	8.533	7.791	9.275	5.194	45.262
	Adjudicado	5.411	7.276	7.073	7.328	7.806	5.194	40.088
	%	91%	85%	83%	94%	84%	100%	89%

2. 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 HORARIO DE SERVICIO 2022-2023 HASTA HORARIO DE SERVICIO 2025-2026							
	SURCOS	DÍA DE LA SEMANA DISPONIBLE						
		L	M	X	J	V	S	D
6:00	1						S	D
	1							D
7:00	1						S	D
8:00	1							D
9:00	1							D
10:00	1						S	D
	1							D
11:00	1							D
12:00	1	L					S	D
	1							D
14:00	2						S	
15:00	1						S	D
	1						S	
16:00	1						S	
18:00	2						S	
19:00	2						S	
20:00	1						S	
21:00	1						S	
TOTAL		1					15	11

PERIODO DE CONTROL	DESDE HORARIO DE SERVICIO 2026-2027 HASTA HORARIO DE SERVICIO 2029-2030							
	SURCOS	DÍA DE LA SEMANA DISPONIBLE						
		L	M	X	J	V	S	D
6:00	1						S	D
	1							D
8:00	1							D
9:00	1							D
10:00	1						S	D
	1							D
11:00	1							D
12:00	1	L					S	D
	1							D
14:00	2						S	
15:00								
	1						S	
16:00	1						S	
18:00	2						S	
19:00	1						S	
20:00	1						S	
21:00	1						S	
TOTAL		1					12	9

AXIS 12.- MADRID - BARCELONA
(TO MADRID)

PERIODO DE CONTROL	DESDE HORARIO DE SERVICIO 2022-2023 HASTA HORARIO DE SERVICIO 2025-2026							
	SURCOS	DÍA DE LA SEMANA DISPONIBLE						
		L	M	X	J	V	S	D
6:00	1						S	D
	2							D
8:00	1						S	D
	1							D
9:00	1							D
11:00	1							D
13:00	1							D
	1						S	
14:00	1	L	M				S	D
15:00	1						S	D
	1						S	
17:00	2						S	
18:00	2						S	
19:00	1						S	
20:00	1	L	M				S	D
21:00	1						S	
TOTAL		2	2				13	11

PERIODO DE CONTROL	DESDE HORARIO DE SERVICIO 2026-2027 HASTA HORARIO DE SERVICIO 2029-2030							
	SURCOS	DÍA DE LA SEMANA DISPONIBLE						
		L	M	X	J	V	S	D
6:00	1						S	D
	2							D
8:00	1						S	D
	1							D
9:00	1							D
11:00	1							D
13:00	1							D
	1						S	
14:00	1						S	D
15:00	1						S	D
	1						S	
17:00	1						S	
18:00	2						S	
19:00	1						S	
20:00	1	L	M				S	D
21:00	1						S	
TOTAL		1	1				12	11

AXIS 13.- MADRID ESTE
(TO EAST)

PERIODO DE CONTROL	DESDE HORARIO DE SERVICIO 2022-2023 HASTA HORARIO DE SERVICIO 2025-2026								
	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 ESTE
(TO MADRID)

PERIODO DE CONTROL	DESDE HORARIO DE SERVICIO 2022-2023 HASTA HORARIO DE SERVICIO 2025-2026								
	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 SUR
(TO SOUTH)

PERIODO DE CONTROL	DESDE HORARIO DE SERVICIO 2022-2023 HASTA HORARIO DE SERVICIO 2025-2026								
	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 SUR
(TO MADRID)

PERIODO DE CONTROL	DESDE HORARIO DE SERVICIO 2022-2023 HASTA HORARIO DE SERVICIO 2025-2026								
	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

3. - PROCEDURE FOR PROCESSING REMAINING INDICATIVE FRAMEWORK CAPACITY REQUESTS

The access requirements for the Remaining Indicative Framework Capacity, the request processing procedure, required documentation, and submission methods are described in section 4.4.1. Procedure for Processing Framework Capacity Allocation Agreements Requests, of Chapter 4 of this Network Statement.

The offer of remaining indicative framework capacity is subject to a reasonable and optimised operational model concerning train speeds, stops and parking, train sidings, and rotations. These capacity characteristics must be agreed upon between the infrastructure manager and the applicants in all service schedules.

Annex M

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

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.

1. - 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 (upo 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 ofADIF 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 Espana (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 ammend 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-consumptionof 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.

- 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.
- 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. 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:

- The point of consumption and possibility of being able to pass it to the mode of self-consumption
- 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 ommunication 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.

ADIF AV shall inform railway operators of the participation requests received within 15 calendar days after their resolution, completion the review process of the participation request, and upon informing the interested party of the result, whether it's favorable or unfavorable. ADIF AV knows that this information shall be available to operators to take it into account upon making their requests.

The information shall be made available to operators in the self-consumption data repository, and the information provided shall be as follows:

- Resolution data of the participation request.
- Result of the participation request (favourable/unfavourable).
- Requesting Railway Undertaking.
- Network to be covered.
- Supply point universal code.
- Installed power.

Access to said repository shall be requested by the railway undertaking, indicating the users for whom said access is requested.

9. - RIGHTS AND LIABILITIES OF THE PARTIES

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 undertakes to provide the following information regarding their supply points: location determined by coordinates, charges, contracted power for charging periods, charging curves, information on whether the supply point has a Ministerial authorization to acknowledge the discharge through regenerative brake, as well as the information related to the resolutions of requests received to participate in ADIF AV self-consumption (according to section 8 under this procedure). The information shall be available to operators in the same repository referenced in section 8, providing data related to self-consumption, and these shall be always updated with the best values available.

h) 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.

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 state which information provided to ADIF AV during the application process is confidential. The confidentiality that undertakings may request shall be compatible with the commitment of ADIF AV to inform railway operators of the participation requests received, after their resolution, as stated in section 8 under this procedure.

c) They shall build the facility in accordance with the features of the analysis request.

d) 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.

e) Obtain the corresponding access and connection permits for the facility in case of self-consumption facilities with surpluses.

f) Obtain as many additional permits and authorizations (energy, environment, urban planning, etc.) as necessary to perform the facility's operation (photovoltaic or wind)

g) Perform corrective and preventive maintenance to the facility.

h) The entity may develop the project either directly or through a third party, either totally or partially.

i) 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.

j) 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.

k) The entity shall pay for all the necessary expenses to maintain (corrective and preventive), prevent, and clean any facility under this procedure.

l) The applicant shall be entitled to maintain the facilitie's connection throughout its life, provided that it continues to consume energy in the section fed by the point of consumption where it participates.

m) 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.

n) 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.

I afore 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:

- 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).
- Through the ADIF High Speed Electronic Headquarters: https://sede.adifaltavelocidad.gob.es/opencms/system/modules/sede/index, or of the General Access Point: Administration.gob.es with the DIR code EA0008223.
- By contacting the Data Protection Officer at the following ADIF AV email address: 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).

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





RFIG MAPS

RFIG Map

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 complete list of maps of the General Interest Railway Network is available on the following link:





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CATALOGUES

CATALOGUE 1 / List of Service Facilities

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

List of Service Facilities

NOTE: To facilitate access to information on technical characteristics of service facilities, railway infrastructure manager has developed a computer application called **PISERVI**, Service Facilities Portal, available on ADIF-Alta Velocidad website as an annex to this NS.

PISERVI allows access to the information of service facilities: freight terminals, passenger stations, maintenance facilities, private loading stations, gauge changers, etc., through selective searches based on criteria such as: geographical location, type of ifacility, type of service, etc., to enable railway undertakings and other logistics operators a planning of rail services.

PISERVI access.

CATALOGUE 2

Capacity Offer at Service Facilities

CATALOGUE 3

Sidings attached to COORDINATED STATIONS

CATALOGUE 4

General Interest Rail Network Capacity Restrictions

CATALOGUE 5

Traction Electric Power Supply Costs Table


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ALTA VELOCIDAD