### **Network Statement 2026**

updated to Supplement 3

validity period: 2026 timetable

Sunday 14 December 2025 to Saturday 12 December 2026 (including the earlier handling of capacity requests for that period).

#### Colophon

owner ProRail

email netverklaring@prorail.nl reference T20180019-117460140-7176

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date 21 November 2025

status Definitive



## Version management

Version management and processed supplements				
Version	Date	Supplement	Subject of the changes	
0.5	30 August 2024		Draft Network Statement 2026	
1.0	13 December 2024		Definitive Network Statement 2026, initial issue	
1.1	31 March 2025	1	Binding ACM instruction on the criteria and standards that determine how technical restrictions affect available capacity, binding ACM instruction on ProRail's obligation to inventory after the timetabling process whether expected capacity requests for subsequent years cannot be adequately allocated, redesign request and capacity allocation process for freight trains, lowering the alarm value for peak force measured by Quo Vadis/WILD from 700 kN to 550 kN, BODI available again for passenger transport operators, ICT services accessed via the GMS portal can now also be accessed via a business-to-business (B2B) account	
1.2	30 June 2025	2	Extension of train length limit on border route section Oldenzaal - Grens from 590m to 690m, indexation of charges, provision of services to railway undertakings for the expedited handling of rail collisions, ProRail publishes the average realised values of the agreed performance indicators in the performance scheme only on the Logistics Portal, safeguarding requirements for the operator of a road-railway vehicle, General Terms and Conditions 2026, new ICT service available for titleholders, correction display Hengelo refuelling facility, editorial changes to SpoorWeb and Spoorviewer services	
1.3	21 November 2025	3	Noise of trains on route sections and rail yards, financial compensation for longer stabling due to disruptions and restrictions, safety instructions for entering the splitting tracks at Kijfhoek shunting hump. ProRail Privacy Policy.	

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## Glossary

Included in Appendix 2 is a glossary explaining the specific terminology and abbreviations used in this Network Statement.



### 1 General information

#### 1.1 Introduction

This Network Statement has been drawn up by ProRail<sup>1</sup>, the infrastructure manager of the main railway network in the Netherlands. ProRail is a private company under Dutch law. The sole shareholder is the State of the Netherlands (through Railinfratrust BV).<sup>2</sup>

Management<sup>3</sup> by ProRail relates to the following activities:

- the maintenance of the main railway network;
- the preparation and performance of the expansion of the main railway network;
- the fair, non-discriminatory and transparent allocation of capacity of the main railway network;
- control of the traffic on the main railway network;

ProRail also carries out work for third parties, which is linked to the aforementioned management tasks or to mobility issues in the broader sense of the word.

ProRail has a safety management system and a valid safety authorisation for the safe management of the main railway network<sup>4</sup>.

Railinfratrust is the owner of the closed distribution system for electric traction power on the tracks of the main railway network fitted out with overhead contact lines, and is as manager of this private network under the conditions of an exemption granted by the ACM, the Consumer & Market Authority.<sup>5</sup> ProRail, acting on behalf of Railinfratrust, performs all the management tasks regarding this private network.

Decisions of competent authorities or court rulings may give rise to changes in these procedures, rules and timetables following the publication of the Network Statement. In that case, a supplement to this Network Statement will be published.

ProRail endeavours each year to further improve the contents and the presentation of the Network Statement. Suggestions for improvements or additions to the Network Statement are thus greatly appreciated.

### 1.2 Purpose of the Network Statement

<sup>&</sup>lt;sup>1</sup> ProRail BV, listed in the trade register of the Chamber of Commerce for Utrecht, under number 30124359.

The current Management Concession (2015-2025) expires on 1 January 2025. The Ministry of Infrastructure and Water Management intends to extend the Management Concession for a period of four years (until 1 January 2029), pending the decision on ProRail's transformation into an autonomous administrative authority. A <u>draft of the amendment decree for this extension</u> has already been published and consulted. The bill on the transformation of ProRail into an autonomous administrative authority has been submitted to the House of Representatives (Parliamentary Papers II 2019/2020, 35396, no. 2 and Parliamentary Papers II 2023-2024, 35396, no. 19).

ProRail is charged with the management of the main railway network in the Netherlands as described in the management concession, within the meaning of Section 16 Railways Act. These activities result from Article 2(2) of the Management Concession.

Section 16f Railways Act.

ACM decision with reference ACM/DE/2014/202129 and case number 12.0310.30 dated 23 April 2014 and extended and amended by ACM decision with reference ACM/UIT/608058 and case number ACM/23/181696 dated 25 October 2023.

The purpose of the Network Statement is to inform titleholders<sup>6</sup> about the nature and conditions of access and use of the main railway network, including the allocation of capacity. The Network Statement informs titleholders about the services and facilities ProRail can offer including availability, rates and conditions for these services and facilities.

The Network Statement also contains information on the conditions applicable to access to service facilities that are connected to the railway network managed by ProRail and the services provided by those facilities. This information is contained in a separate appendix, the *List of rail-related services* and third-party service facilities, accompanying the Network Statement. The list is available on the ProRail website.

### 1.3 Legal aspects

#### 1.3.1 Legal framework

Provided in table 1.1 is the legal framework of the most important national laws and underlying decrees and regulations regarding access to and use of the main railway network. Also applicable are the directly applicable <a href="European Regulations"><u>European Regulations</u></a> and the Technical Specifications on Interoperability (TSI) based thereon, as well as the <a href="COTIF"><u>COTIF</u></a> for international rail transport.

table 1.1 List of laws and regulations

Subject	Laws and regulations
Railways	Railways Act Railways Allocation Decree
Railway undertakings	Operating Licence Decree and a number of exemptions from the main railway network safety certificate
Infrastructure	Railway Capacity Allocation Decree  Network Infrastructure Regulations  Main railway network (Environmental Regime) Regulations  Railway Interoperability and Safety Regulation
Traffic	Rail Traffic Decree Rail Traffic Regulations
Personnel	Railway Personnel Decree 2011 Railway Personnel Regulations 2011
Railway vehicles	Railway Vehicles Service Regulations 2020
Capacity and use	Railway Capacity Allocation Decree
Charges	Implementation Directive 2012/34/EU on establishing a single European railway area  HSL Charge Decree 2015
Dangerous goods	Carriage of Dangerous Goods Act  Decree on the Carriage of Dangerous Goods  Regulation for the carriage of dangerous goods by rail

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<sup>6</sup> Titleholders as referred to in Section 57 Railways Act.



Subject	Laws and regulations
Surroundings and the	Environmental Permitting (General Provisions) Act
environment	Environmental Management Act
	Environmental Management (Activities Decree) Act
	Rail Traffic Noise Calculation & Measurement Regulations 2012
	Living Environment (Activities) Decree

#### 1.3.2 Legal status and liability

The Network Statement 2026 is a network statement within the meaning of Section 58 Railways Act and is based on the regulations in force on 1 November 2024. ProRail accepts no liability for loss resulting from obvious typing and/or formatting errors in the Network Statement 2026. ProRail is not responsible for the content and description of rail-related services and service facilities offered by third parties. Also, ProRail accepts no liability for the content of third-party pages linked to in the Network Statement.

In the event of differences between the Dutch and English versions of this Network Statement, the Dutch version is binding.

#### 1.3.3 Complaints, disputes and conflict resolution.

ProRail has one general and several specific regulations on the settlement of complaints and disputes. ProRail provides an overview of these regulations below:

General regulations on the settlement of complaints and disputes
 This regulation is detailed in Appendix 4, item 1, and provides a procedure for dealing with complaints and disputes relating to services offered by or agreed with ProRail. For more information and/or to submit complaints, contact the Account Management Department:

organisation: ProRail

Capacity Management

Account Management Department

postal PO Box 2038 address: 3500 GA Utrecht office Moreelsepark 3 address: 3511 EP Utrecht

email: accountmanagement@prorail.nl

website: www.prorail.nl

- Regulations on the settlement of complaints and disputes regarding the station portfolio
   Complaints and disputes about transfer facilities offered by or agreed with ProRail at passenger stations. These regulations are detailed in Appendix 4, item 2.
- Regulations on the settlement of disputes regarding capacity allocation

  These regulations, which are detailed in section 4.5.5 Settlement of disputes regarding capacity allocation, is intended for the resolution of disputes about the allocation of capacity and provides for a procedure that gives a resolution within ten working days.



Performance scheme complaints procedure
 For complaints about the non-application or improper application of the performance scheme, the performance scheme complaints procedure can be invoked. This procedure is detailed in section 5.7.3 Performance scheme complaints procedure.

Application of these regulations on the settlement of complaints and disputes does not affect the possibility for titleholders to file a complaint with the ACM (Consumer & Market Authority) if they believe that there has been unfair treatment, discrimination or other disadvantage or unjustified denial of access to a service facility in the event of a conflict about capacity allocation. <sup>7</sup> The ACM's website contains a form for submitting complaints to the ACM. Complaints relating to the data disclosed in the Network Statement as referred to in items 2 and 3 of Annex IV of Directive 2012/34/EU can be submitted to the ACM no later than six weeks after publication. The contact details of the ACM are listed in section 3.2.2 Requirements for access to the railway infrastructure.

#### 1.4 Structure of the Network Statement

The Network Statement is drafted according to RailNetEurope's *Network Statement Common Structure* (see section 1.7.2 *RailNetEurope and other international partnerships*), which is based on the infrastructure manager's main processes. This common structure ensures that globally equivalent information can be found in the same place in the Network Statement of RailNetEurope member countries. The structure can be found on the RailNetEurope website.

#### Structure of the Network Statement

The Network Statement consists of seven chapters - which make up the main document - and twenty-five appendices that provide additional information:

- Chapter 1 provides general information about the Network Statement, the legal frameworks and contact persons.
- Chapter 2 describes the main technical and functional characteristics of the railway infrastructure.
- Chapter 3 defines the legal requirements and conditions for access to the railway network.
- Chapter 4 describes the procedures for rail capacity allocation. It specifically covers the allocation of train paths and the planning of temporary capacity restrictions.
- Chapter 5 lists the services provided by ProRail outside the service facilities (the services in Categories 1, 3 and 4 as described in Annex II of Directive 2012/34/EU), as well as the tariffs for these services.
- Chapter 6 describes the operational processes in the traffic control phase (control, intervention and incident control) and the responsibilities therein of both ProRail and the railway undertaking.
- Chapter 7 provides an overview of the service facilities of Category 2 of Directive 2012/34/EU connected to the main railway network as well as the services within these facilities.

Third-party services and service facilities are listed in a separate document, the *List of rail-related* services and third-party service facilities, accompanying the Network Statement. This document can be found on the <a href="ProRail website">ProRail website</a>.

#### Additional information sources

For (up-to-date/dynamic) detailed and background information, this Network Statement refers, among other things, to various other information sources, including ProRail's <u>Logistics Portal</u> and website <u>www.prorail.nl</u> and the <u>European Register of Infrastructure (RINF)</u>.

Authorisation by ProRail is required to access the Logistics Portal, on which, among other things, ProRail's operating regulations and procedures relevant to titleholders can be found. Titleholders can request an account from ProRail. For further information on the Logistics Portal and requesting access, see Appendix 23, item 13.1. It is possible to receive a notification as soon as a new or

<sup>&</sup>lt;sup>7</sup> Section 71(1) Railways Act.

modified document is placed on the Logistics Portal. For further information on setting up notifications, see the user manual.

Access to the RINF can be obtained by registering via the website (for further information see Appendix 23, item 1.4). The information on the ProRail website is public and can be accessed without registration or account.

### 1.5 Validity, amendments and publication

#### 1.5.1 Period of validity

The Network Statement 2026 applies to:

- access to and use of the railway infrastructure and service facilities with accompanying services during the 2026 timetable;
- the processing of capacity requests for the 2026 timetable; even if the processing takes place before the start of the 2026 timetable.

The 2026 timetable starts at 00:00 on Sunday 145 December 2025 and ends at 24:00 on Saturday 13 December 2025. These dates are in accordance with Directive 2012/34/EU, Annex VII. Information in the Network Statement 2026 that relates to the period after 12 December 2026 is indicative only.

#### 1.5.2 Supplements to the Network Statement

Circumstances after the publication of this Network Statement may give rise to additions or amendments to the Network Statement.<sup>8</sup> These changes will be made by means of a supplement. Supplements are published after consultation with relevant titleholders in accordance with the process described in the following section 1.5.3 *Publication of the Network Statement*.

#### 1.5.3 Publication of the Network Statement

ProRail has drawn up the Network Statement 2026 following consultation with the titleholders involved (see Appendix 3). An email with a hyperlink to the Network Statement 2026 on the ProRail website has been sent to:

- titleholders who have concluded an Access Agreement with ProRail during the 2024 timetable;
- all administrative bodies authorised to grant concessions for passenger transport by train;
- the ACM (Consumer & Market Authority);
- other stakeholders.9

A supplement to the Network Statement 2026 will also be sent by email to the parties mentioned above.

The most recent version of the Network Statement 2026 and the released supplements thereto are available in both Dutch and English on the <u>ProRail website</u>. Publication of the Network Statement 2026 and supplements thereto are announced in the Netherlands Government Gazette.

The content of the English version of ProRail's Network Statement 2026 is also available at Network and Corridor Information (NCI) portal and via the RailNetEurope website.

<sup>8</sup> Section 58(4) Railways Act.

<sup>9</sup> Article 8 of the Management Concession 2015-2025.



### 1.6 Contact address for information on/from the Network Statement

ProRail will, on request, provide railway undertakings and other titleholders with further information on topics mentioned in the Network Statement 2026. Contact:

organisation: ProRail,

Capacity Management

Capacity Allocation Department

postal PO Box 2038 address: 3500 GA Utrecht office Moreelsepark 3 address: 3511 EP Utrecht

email: netverklaring@prorail.nl

website: www.prorail.nl

ProRail

ProRail will inform railway undertakings about relevant developments initiated by ProRail regarding the access to and use of the railway infrastructure and/or the related services offered by ProRail. For a list of the most important tables, see the ProRail website.

In case of relevant developments regarding access to and use of the railway infrastructure initiated by third parties, ProRail will, so far as familiar with those developments, urge those third parties to share such information with the railway undertakings. ProRail will, with the consent of the third party, share (process) information on those developments with the railway undertakings.

### 1.7 International cooperation by infrastructure managers

#### 1.7.1 Rail Freight Corridors, RFCs

European Union member states are required to establish international market-oriented freight corridors (Rail Freight Corridors, RFCs) in order to achieve the following goals<sup>10</sup>:

- Strengthening cooperation between the infrastructure managers on issues such as capacity allocation of train paths, introduction of interoperable systems and railway infrastructure development.
- Finding a good balance between freight and passenger trains along the Rail Freight Corridors, achieving adequate capacity for freight transport, in line with market needs, while also meeting punctuality requirements.
- Promoting intermodality between rail and other transport modes by integrating the terminals into the corridor management process.

Regulation 913/2010/EU of the European Parliament and of the Council of 22 September 2010 concerning a European rail network for competitive freight.

The table below shows the corridors with route sections in the Netherlands. The choice of routes is made by the relevant Ministries of Transport and lies outside the responsibility of the infrastructure managers.

Table 1.2 International freight corridors with route sections in the Netherlands

Corridor	Main route of the international freight corridor	Main route in the Netherlands
Rhine – Alpine (RFC 1)	Zeebrugge – Antwerp / Terneuzen / Amsterdam / Vlissingen / Rotterdam – Duisburg – [Basel] – Milan – Genoa	Maasvlakte – Kijfhoek / Amsterdam Westhaven / Amsterdam Houtrakpolder / Vlissingen Sloe > Meteren – Zevenaar (border)
North Sea – Mediterranean (RFC 2)	Dunkirk / Rijsel / Liege / Paris / Amsterdam – Rotterdam – Terneuzen / Zeebrugge / Antwerp – Luxembourg – Metz – Dijon – Lyon / Basel – Marseille	Maasvlakte/Amsterdam – Kijfhoek – Roosendaal (border) Terneuzen - Zelzate
North Sea – Baltic (RFC 8)	Wilhelmshaven / Bremerhaven / Hamburg / Amsterdam / Rotterdam / Ghent / Antwerp – Aachen / Prague / Berlin – Warsaw – Terespol (Polish – Belarusian border) / Kaunas – Riga - Tallinn	Maasvlakte – Kijfhoek – Meteren – Zevenaar (border) Amsterdam Westhaven / Amsterdam Houtrakpolder > Amersfoort – Oldenzaal (border) Roosendaal (border) – 's Hertogenbosch – Utrecht – Amersfoort – Oldenzaal (border).

For further information on all routes belonging to the corridors, see the Rail Freight Corridor Customer Information Platform (CIP) of RailNetEurope. For more detailed technical information, consult the Register of Infrastructure (RINF) published by the European Union Railway Agency (ERA). The contact particulars of the corridor organisations are:

organisation:	EEIG Corridor Rhine – Alpine EWIV (RFC	
	1)	COPPIDOD
office	Adam-Riese-Straße 11-13	CORRIDOR (C)
address:	60327 Frankfurt am Main	RHINE OALPINE
	Germany	
phone:	+49 69 265 4544 1	
email:	info@corridor-rhine-alpine.eu	
website:	www.corridor-rhine-alpine.eu	

organisation:	EEIG Rail Freight Corridor North Sea	
	Mediterranean (RFC 2)	
office	9, place de la Gare	
address:	L-1616 Luxembourg	
	Luxembourg	
email:	info@rfc2.eu	CORRIDOR
website:	www.rfc-northsea-med.eu	NORTH SEA - MEDITERRANEAN

organisation:	EEIG "North Sea – Baltic Rail Freight	
	Corridor" EZIG (RFC 8)	
office	74 Targowa Street	
address:	03-734 Warsaw	0 0 15 116 11
	Poland	Rail Freight Corridor
phone:	+48 22 47 32 320	North Sea – Baltic
email:	info@rfc8.eu	
website:	www.rfc8.eu	



For further information regarding capacity allocation on the international freight corridors, see also the following sections:

- 4.2.1.1 for an outline of the capacity allocation processes,
- 4.2.3 for information on submitting requests for train paths,
- 4.5.0 for the preparation of the timetabling process,
- 4.5.3 for the schedule and process for ad hoc requests
- 4.10 for capacity allocation principles on international freight corridors.

For further information on the aforementioned ancillary applications, see Appendix 23, item 4.

#### 1.7.2 RailNetEurope and other international partnerships

#### 1.7.2.1 RailNetEurope

ProRail is a member of RailNetEurope (RNE), an umbrella organisation of European infrastructure managers and capacity allocating authorities. RNE facilitates international rail operations by developing harmonised international operating processes in the form of templates, <a href="manuals">manuals</a>, <a href="manuals">guidelines</a> and <a href="manuals">IT tools</a>. Further information on RNE is available on the RNE website, see contact details below. An overview of the relevant rail-related applications offered by RNE can be found in the List of rail-related services and third-party service facilities for suppliers on the <a href="manuals">ProRail website</a>.

organisation: RailNetEurope

Joint Office

office Austria Campus 3 address: Jakov-Lind-Strasse 5

1020 Vienna

Austria

https://rne.eu/organisation/rne-approach-

structure/



#### 1.7.2.2 Other international partnerships

ProRail is a member of the following European organisations:

- <u>European Rail Infrastructure Managers (EIM)</u>. EIM is an interest group for European infrastructure managers.
- <u>PRIME</u>. PRIME is a platform bringing together European infrastructure managers and the European Commission.
- <u>Europe's Rail Joint Undertaking (ERJU)</u>. As the successor to Shift2Rail, ERJU is the European partnership for research and innovation in rail transport within the framework of the Horizon Europe programme (2020-2027).
- <u>UIC</u> (the International Union of Railways). The UIC was established with the aim of standardising technical requirements for rolling stock of international railways and promoting cooperation in the field of international rail systems between railway undertakings themselves and between railway undertakings and the infrastructure managers and thereby facilitating cross-border rail traffic.

For international cooperation on the capacity allocation process, see, among others, sections 4.5.1, 4.9 Redesign capacity allocation process (TTR) and 4.10 Principles for capacity allocation on international freight corridors and at the operational level Chapter 6 Operations. More general information on international partnerships and ProRail's role in Europe can also be found on the <a href="ProRail">ProRail</a> website.



### 2 Railway infrastructure

#### 2.1 Introduction

This chapter contains a description of the functional and technical characteristics of the main railway network and accompanying railway infrastructure managed by ProRail. Detailed information on railway infrastructure characteristics can be found in the Register of Infrastructure (RINF).<sup>11</sup>

The Network Statement provides user information on those aspects of the railway infrastructure that are of fundamental importance in terms of interoperability. In practice, there is often a need for more detailed information regarding the (use of the) railway infrastructure, safety systems and geography. An overview of the additional information that ProRail can provide on request can be found on the <a href="Logistics Portal">Logistics Portal</a>. The information can then be requested from the Infra Development Department of ProRail Capacity Management via the mail address <a href="mailto:gebruikswaardeninfo@prorail.nl">gebruikswaardeninfo@prorail.nl</a>.

Titleholders can also request access at the <u>ProRail website</u> to various applications containing specific information about the railway infrastructure, such as Infra-Atlas, Rail Information Portal or RailMaps (see also section 2.3 *Characteristics of the railway infrastructure* and Appendix 23, item 1).

#### 2.2 Extent of network

The area under the management of ProRail is defined by means of:

- An overview of the main railway network managed by ProRail, including the associated infrastructural elements and facilities and the railways that have fallen into disuse.
- A specification of the connected railways that fall outside the management of ProRail.

#### 2.2.1 Railway network managed by ProRail

Appendix 1 shows the railways<sup>12</sup> managed by ProRail. This appendix also includes a table with the railways<sup>13</sup> designated as part of the main railway network that link up with the sidings in port and industrial areas.

ProRail manages:

#### The main railway network

- The railways designated as part of the main railway network by the Railways Allocation Decree, the management of which has been assigned by concession to ProRail.
- The infrastructural elements<sup>14</sup> that constitute part of the main railway network and which are designated as railway infrastructure, including the transfer facilities in stations, stabling and shunting yards. These so-called service facilities are described separately in Chapter 7 Service facilities and charges.
- A number of other infrastructural facilities that are related to the traffic on the main railway network and are managed by ProRail, such as refuelling facilities.

#### Decommissioned railways

ProRail manages a decommissioned railway: Roermond - Vlodrop Grens (direction Dalheim (D)).

Section 26bb Railways Act in conjunction with Article 49 Directive 2012/34/EU in conjunction with Article 2(1) Implementing Regulation 2019/777.

The railways as stated in Annex 1 and Annex 2(a) to the Railways Allocation Decree.

The railways as stated in Annex 2(b) to the Railways Allocation Decree.

See Annex I to Directive 2012/34/EU.



These railways are railways within the meaning of Section 2(3) Special Railways Decree, which means that train traffic is not possible over these decommissioned railways. Any reactivation of decommissioned railways will be announced by means of a supplement to the Network Statement and, in that case, train traffic over a reactivated railway will first be possible after inclusion of that railway in the Railways Allocation Decree.

#### 2.2.2 Connected railway networks outside the management of ProRail

#### Connected railways of neighbouring countries

For the purposes of cross-border traffic, the main railway network is linked to the railways in neighbouring countries at the border crossings below.

- With the railway network in Belgium managed by Infrabel, at the border crossings:
  - Sas van Gent Zelzate
  - Roosendaal Essen
  - Hazeldonk
  - Budel Neerpelt
  - Maastricht Lanaken<sup>15</sup>
  - Eijsden Visé
- With the railway network in Germany managed by DB InfraGO, at the border crossings:
  - Nieuweschans Weener<sup>16</sup>
  - Oldenzaal Bad Bentheim
  - Enschede Gronau<sup>17</sup>
  - Zevenaar Emmerich
  - Venlo Kaldenkirchen
  - Haanrade Herzogenrath

For the purposes of transfer traffic, furthermore, the main railway network is connected at the following places with railway lines in the Netherlands managed by other parties: Veendam, Coevorden, Apeldoorn Zuid, Dieren, Kerkrade Centrum, Schin op Geul, Hoorn, Goes and Schiedam.

#### Connecting tracks

Various industrial and transhipment companies have sidings connecting them to the main railway network managed by ProRail. Connecting tracks on industrial sites and the approach tracks that connect the tracks on these sites to the national railway network are not part of the railway infrastructure managed by ProRail. Information on the possible use and applicable conditions is available from the companies connected to these tracks.

Information on or permission to use the connecting track on industrial sites and the approach tracks are given through or via the affiliated company subject to certain conditions, which can include a user charge. Certain restrictive conditions can be imposed that are related to the properties of the tracks in question such as axle load, speed and gauge restrictions, as well as restrictions related to the radius of curvature of the tracks in question.

An overview of the tracks designated by ProRail can be found on the <u>Logistics Portal</u>. The boundaries of the area managed by ProRail can be found in RailMaps, see section 2.3 *Characteristics of the railway infrastructure* and Appendix 23, item 1.1).

ProRail intends to have the Maastricht-Lanaken railway withdrawn from the main railway network and has submitted a request to the Minister of Infrastructure and Water Management to this effect, on which a decision has yet to be taken.

During the period of validity of this Network Statement, no through traffic after Weener is possible via the Nieuweschans – Weener railway line owing to a defective railway bridge.

The Enschede - Gronau railway line is not connected at Enschede to the main railway network in the Netherlands and does not provide a connection for through traffic to/from the German railway network.



### 2.3 Infrastructure description

This section describes the characteristics of the railway infrastructure that are relevant to traffic use. Detailed information on these characteristics of the railway infrastructure can be found, inter alia, in:

- The Register of Infrastructure (RINF) of the ERA. This register contains the values of the network parameters of the railway infrastructure. For further information on the RINF see Appendix 23, item 1.4.2 and for a detailed description of the application see the List of rail-related services and third-party service facilities on the ProRail website.
- The <u>RailMaps</u> application, which contains the identification characteristics of tracks (letters/numbers), signals, points and other facilities and the kilometre marking(s) per route section. You can also find information, for example, about the angle ratios of points and the presence of overhead wires on individual tracks. For a description of RailMaps, see Appendix 23, item 1.1
- Provision of tailor-made railway infrastructure data via Infra-Atlas. For a description, see Appendix 23, item 1.2.
- The publication Signposts (WVK), for a description of this information service, see 3.1, item Appendix 23.
- The publication Temporary Speed Restrictions (TSB), for a description of this information service, see 3.1, item Appendix 23.
- The Rail Facilities Portal of RailNetEurope. The Rail Facilities Portal shows the geographical location of rail-related services and service facilities. For further information on the RINF see Appendix 23, item 1.4.1 and for a detailed description of the application see the List of rail-related services and third-party service facilities on the ProRail website.

Information about the railway infrastructure can also be searched or requested at <a href="www.spoordata.nl">www.spoordata.nl</a> and <a href="mailto:gebruikswaardeinfo@prorail.nl">gebruikswaardeinfo@prorail.nl</a>.

#### 2.3.1 Route sections

An overview of the network configuration, single-track, double-track and multi-track sections distances between nodes (selection) can be found in Appendix 1. For information about the effective track length of arrival, departure, stabling and overtaking tracks: see the <u>Logistics Portal</u>.

#### 2.3.2 Track geometry

The nominal rail gauge throughout the entire railway infrastructure is 1,435 mm, in accordance with EN 13848-1 (minimum 1,430 mm, maximum 1,450 mm).

#### 2.3.3 Stations and nodes

Network nodes and the names of several important stations and nodes in the railway infrastructure can be found in Appendix 1. A list of all stations is provided in Appendix 25.

#### 2.3.4 Maximum loading gauges for railway vehicles and loads

The coding of maximum loading gauges for fixed-form railway vehicles in this section is in accordance with EN 15273. The coding of maximum loading gauges for loads is defined in the *UIC loading guidelines Volume 1, Table 1.4*.

- Over the entire network, the kinematic loading gauge in accordance with the <u>Register of Infrastructure (RINF)</u> is allowed for railway vehicles including load.
- Running of railway vehicles whose maximum loading gauge is smaller or equal than the permitted kinematic loading gauges as listed in the RINF (see also Appendix 12) is permitted on all main railway network managed by ProRail.

- Running of rail vehicles with loads (fixed or variable) whose loads are smaller or equal than the permitted dimensions as indicated in Table 1.4 of the UIC loading guidelines Volume 1, subject to Tables 2.1 and 2.3 is permitted on all main railway network managed by ProRail<sup>18</sup>.
- Railway vehicles or railway vehicles with loads whose maximum loading gauge does not fit within
  the aforementioned reference profiles are designated as Exceptional Transport, see further
  section 3.4.3 Exceptional Transport and section 0 Exceptional Transport, test trains and other
  special trains.
- In addition, the dimensions of rail vehicles and rail vehicles carrying loads for regular transport must always remain within the Red Measurement Area<sup>19</sup> profile described in Appendix 12.
- Railway vehicles used on border route sections must also comply with the loading gauge requirements of the neighbouring railway network. These requirements can be found in the Network Statements of the infrastructure managers of the respective countries (see the Network and Corridor Information (NCI) portal or the RailNetEurope website).

For a global overview of the maximum loading gauges per route section, see Appendix 12.

#### 2.3.5 Axle loads and load per unit of length

The coding of loading classes in this section complies with NEN-EN 15528. The loading classes and associated maximum speeds specified in the <u>Register of Infrastructure (RINF)</u> are permitted on railways. The following applies:

- When the usual routes are used, the conditions set out in the User Instructions for Extraordinary
   Transport GVS00094 (Gebruiksvoorschrift Buitengewoon Vervoer GVS00094), see the Logistics
   Portal) relate only to observing general and local speed limits.
- Only under the conditions of a regulation for Exceptional Transport (see section 0 Exceptional Transport, test trains and other special trains and Appendix 13 for freight transport) can the load classes and associated speeds published in the RINF and the User Instructions for Extraordinary Transport GVS00094 (Gebruiksvoorschrift Buitengewoon Vervoer GVS00094) be deviated from.
- On parts of the network, a deviating axle load is permitted for train sets and locomotives under specific conditions and compatibility with the route has already been checked. The route sections, railway vehicle types and specific conditions are listed in an annex to the Register of Infrastructure (RINF) and may vary according to the route section and type and deployment of railway vehicles. <sup>20</sup>
   If the deviating axle loads result in malfunctions, excessive wear or damage to the infrastructure or if the conditions are not met, ProRail may issue instructions.<sup>21</sup>

#### 2.3.6 Slope

- The gradient of stabling tracks does not exceed 1:1000.
- The gradient of other tracks shall in principle not exceed 1:200; in the case of steeper gradients, signalling shall help to prevent heavy trains from coming to a standstill on such gradients.

For further information on the slopes on the open track, see also the Register of Infrastructure (RINF).

#### 2.3.7 Speed

The permissible line speed is the highest speed allowed on a route section or a part thereof. The line speed is shown in the <u>Register of Infrastructure (RINF)</u>. For freight transport, Appendix 13 gives an impression of the route section speeds. For details, consult the publication Signposts (WVK) as described in Appendix 23 item 3.1.

The dimensions of this static gauge correspond to the static G2 gauge in EN15273-2.

<sup>&</sup>lt;sup>19</sup> Section 10(2)(a) Rail Traffic Decree

On the basis of Section 26p(c) Railways Act in conjunction with Section 23 Railway Vehicles Service
Regulations 2020 in conjunction with Section 4.2.2.5 and Annex D1 *OPE TSI 2019/773* (note 3), a list of route compatible vehicle types whose compatibility has already been checked will be included in the Register of Infrastructure. This list is available under parameter 1.1.1.1.2.4.4 (Document with the procedures for static and dynamic route compatibility checks - List of vehicles for Annex to RINF).

<sup>&</sup>lt;sup>21</sup> Article 16 General Terms and Conditions of the Access Agreement.



#### 2.3.8 Train length

The maximum train length depends on a number of factors:

- The maximum train length including locomotive is 740m for freight trains and 400m (excluding a tolerance of 1%) for high-speed passenger trains. In international traffic, route-specific length restrictions also apply. Information on this can be found in the border route agreements, which can be found at the Logistics Portal.
- The train length shall in all cases be less than or equal to the effective length of the departure, overtaking and arrival tracks present at each station for which the train is scheduled according to the timetable. Departures from this effective length may be made in certain cases. How the effective length is determined and under what conditions deviations are allowed is described in the document *Process agreements deviation from effective length* and in the Guideline *Determination of the Effective and Physical Track, Platform Length in the design phase* (RLN00446) on the Logistics Portal.
- The length of passenger trains shall be attuned to the effective length of the platforms at which the train will stop according to the timetable (Appendix 19). A detailed list of the effective track and platform length per marshalling yard is available for consultation on the <u>Logistics Portal</u>. The definition of effective track and platform length may vary from track to track, depending on the specific location. This is also explained in the RLN00446. In case of a planned rerouting, the length restrictions according to the timetable for that route apply. For any length restrictions arising from transfer bottlenecks, see section 2.4.6 User restrictions due to platform safety.
- The length specifications for standard freight paths can be found in Appendix 22 Standard freight paths.
- For cross-border freight trains, ProRail and DB InfraGo have determined the following limits for train lengths (including locomotives), based on the restrictions in Germany (Bad Bentheim, Emmerich and Kaldenkirchen and Herzogenrath)
  - Oldenzaal Bad Bentheim: limit value 690m<sup>22</sup>
  - Zevenaar Emmerich: limit value 690m
  - Venlo Kaldenkirchen: limit value 693m
  - Herzogenrath Landgraaf: limit value 693 meter.

Freight trains to and from Germany which do not use the PreArranged paths on the freight corridors and which are longer than the above limit values (with a maximum of 740m) can only be used with the consent of DB InfraGO. ProRail is responsible for the coordination with DB InfraGO. For further explanation of this process, see sections 4.2.1 *Processes and definitions*, 4.2.3 *Submission of train path requests*, 4.5 *Preparation timetabling process* and 4.5.1 *Schedule and process for the timetabling process*.

#### 2.3.9 Supply of electric traction power

Provided in Appendix 17 is the following information:

- The route sections fitted out with an overhead line for traction power supply.
- The overhead line voltage<sup>23</sup> is limited to 4,000 Amps<sup>24</sup> or the applicable limitation in the maximum current per route section.
- The voltage changeover gates at transition points to other contact line voltages.

#### Overhead line in general

• The distance between the front of the train and the rearmost raised current collector of that same train may not exceed 400m, in connection with the placement of signals at air-gap overlap span.

#### Specifications for the contact wire

The use of trains with a length between 590 and 690m is subject to the following conditions in Germany: a stop may last a maximum of 15 minutes, no technical wagon handling may be carried out and no locomotive changes or other train handling may take place, only system changes. See the Border route section agreement Bad Bentheim – Oldenzaal on the Logistics Portal.

In accordance with NEN-EN 50163 and NEN-EN 50388:2022, values for U<sub>min1</sub>. ProRail provides an 'U<sub>mean useful at the pantograph</sub>' of at least 1350V during normal TEV operation.

In accordance with NEN-EN 50388:2022/table D1, Maximum Allowable Train Current



According to the specifications, the contact wire must hang at a height of 5.5 meters above the rail at an outside temperature of 10 degrees Celsius. Deviations may occur in the following situations:

- Higher temperatures: At higher temperatures the contact wire may hang lower than the standard height.
- Structures: The height of the contact wire may also differ for structures, depending on the specific requirements for that location.
- Local conditions and requirements: As a result of local conditions and past requirements, the contact wire may also be lower at certain specific locations. then hangs 5.5 meters.

For further information on the traction power supply service, see section 5.3.3 *Traction power supply*, section 5.4.1 *Traction power* and Appendix 24. For further information on the EnergieVerzamelapplicatie (EVA, Energy Collection Application) application, see section 5.4.2.

#### 2.3.10 Signalling systems

The main railway network is fitted with signalling systems, safety and communication system for the safe and controlled handling of train traffic. All route sections and tracks that are designed for speeds >40 km/h are equipped with a signalling system that monitors the relationship between the position of points, track occupation and signalling. Additional safety systems use automatic train control to monitor the maximum speed and correct signal performance.

Regulations for the use of locally controlled route sections are available at the Logistics Portal. User processes for ERTMS infrastructure are also available via the Logistics Portal (for further information, see section 6.2.2 Procedure for operation of infrastructural elements (including ERTMS user processes)). The Register of Infrastructure (RINF) contains information about where the systems ATBEG, ATBNG and ETCS/ERTMS have been applied. Infrastructure is equipped with (light) signals if at least one of the following systems is present: ATBEG, ATBNG or ETCS Level 1. The HSL-Zuid has different signals for ETCS Level 1. Local operation of signals by train personnel is possible at certain locations, via an infrared remote control system. These route sections are stated in Table 2.1 below. The operating instructions (BVS) are available via the Rail Information Portal application of ProRail.

Table 2.1 Route sections with local operation

#### Route section

Enschede – Enschede border

Zevenaar - Winterswijk (Wehl)

Groningen – Leeuwarden (the infrared remote control has been removed at all stations except Leeuwarden)

#### 2.3.11 Traffic control systems

Traffic control support systems are fed with train composition data as entered into the timetable planning systems. The terms and conditions for the use of these systems by railway undertakings will be further agreed (see section 5.1 *Introduction*, section 5.3 *Minimum access package and fees* and section 5.5 *Ancillary services and charges*).

The ICT and information services fed with train composition data are listed in the table below and then briefly described. The third column of this table provides a reference for a detailed explanation.

#### Table 2.2 Traffic control systems



Name	Function	For explanation see		
As part of the train path service				
Wagon Load Information System (WLIS, WagenLading Informatie Systeem)	Registration of train composition data and registration of the position and load of freight wagons at marshalling yards.	Appendix 23 – 5.1		
Spoorbezettingsplan	Information on the track occupation of the marshalling yards, as well as the planning for the next 16 hours.	Appendix 23 – 5.1		
SpoorWeb	Communication in case of calamities.	Appendix 23 – 8.1		
Spoorviewer	Real-time information on train movements.	Appendix 23 – 9.1		
Provision of planning and performance information according to TSI TAF/TAP standard	Provision of planning and performance information on the basis of the TSI TAF/TAP messages.	Appendix 23 – 9.1		
As ancillary ICT or information service				
MeekijkVOS (Real-time information on train movements)	View functionality in the VOS traffic control system, making it possible to monitor the course of train services.	Appendix 23 – 9.2		
Train Information System (TIS) (Real-time information on international train movements)	Real-time information on movements of international passenger trains and national and international freight trains.	Appendix 23 – 9.3		
Provision of planning and performance information (according to NL standard)	Provision of real-time traffic plan data, related changes to the train service and performance information.	Appendix 23 – 9.2		
Provision of rolling stock and train position service (MTPS, Levering van Materieel- en Treinpositie Service)	The provision of real-time data on train positions on the basis of train detection systems.	Appendix 23 – 9.2		
RouteLint	Real-time information for the driver on the traffic situation on his route.	Appendix 23 – 3.2		
ORBIT	Gives the driver a warning if a stop signal is approached at too high a speed.	Appendix 23 – 3.2		

For an overview of the systems that provide insight into real-time train movements, see section 6.4 *Systems for real-time information on train movements*.

#### 2.3.12 Communication systems

The railways managed by ProRail are fitted out with GSM-R, an internationally standardised digital radio-communication system. GSM-R is suitable for data communication between ETCS systems and voice communications between driver and traffic control (see the service GSM-R Voice Rail Safety in Appendix 23, item 7.1), the service GSM-R Handhelds in Appendix 23, item 7.2 and the service other railway-related service GSM-R Other voice and data communication in Appendix 23, item 7.2.

#### 2.3.13 Safety systems

#### 2.3.13.1 Automatic train control systems

The <u>Register of Infrastructure (RINF)</u> can be consulted to find out where each type of train safety system is located. For an overview of the type of automatic train control system per route section see Appendix 14.

The following principles apply to the automatic train control systems:

 Railway vehicles shall at all times be compatible with the train detection systems installed on the route sections on which the vehicles are run.

- Without ERTMS communication encryption keys, ETCS-equipped railway vehicles can run under ATBEG on route sections equipped with both ERTMS Level 2 and ATBEG.
- The shunting hump in Kijfhoek is fitted with an automated hump control system. Locomotives used for shunting via this shunting hump shall be equipped with devices for communication with and influence by this hump process control system (see also section 7.3.5.2.2, *Kijfhoek shunting hump*, items 5.2 and 5.3).
- The ATB automatic train control system (both ATBEG and ATBNG) monitors the instruction to reduce speed to the limit indicated by the signalling system. At selected locations, the ATBEG system has an extra function (ATC-Vv) that provides for braking curve monitoring in the speed range between 0 and 40 km/h. ATC-Vv only works on railway vehicles fitted with the ATC-Vv functionality.

On a number of route sections, there is a transition from one automatic train control system to another. To test these transitions, the ProRail ERTMS Integration Lab can be used, see Appendix 23, item 2.1 and the ERA Technical Document.

The <u>Logistics Portal</u> contains the procedures for requesting and managing communication encryption keys needed to drive on ERTMS-level-2 route sections.<sup>25</sup> Also included here are the user processes for running trains when using ERTMS. See also section 6.2.2 *Procedure for operating infrastructural elements (including ERTMS user processes)* for further explanation.

#### 2.3.13.2 Train detection systems

- Various train detection systems are in use on the railway infrastructure. These systems signal
  whether or not a section of track is occupied by a train and relay this information to the safety
  systems. Some of these train detection systems make use of the shorting effect of wheelsets (track
  circuits), other systems make use of physical phenomena, such as the influencing of a magnetic
  field (axle counters and detection loops) or rail deflection (pedals).
- Which train detection systems are in use on which route section is stated in Appendix 15. It can
  also be consulted on the <u>Register of Infrastructure (RINF)</u>.
  Information on existing detection systems on specific tracks at marshalling yards and stations is not
  visible in Appendix 15. This information is available on request (see section 2.1 *Introduction*).
- Railway vehicles must always be compatible with the train detection systems on the route sections on which they run; compatibility includes at least shorting and circuit behaviour (train-track). Whether there is sufficient compatibility is determined on a case-by-case basis by the (Environmental and Transport Inspectorate on behalf of the) Minister of Infrastructure and Public Works and laid down in the vehicle licence for the specific railway vehicle. The compatibility requirements connected to the various detection systems are laid down in the Railway Vehicles Service Regulations 2020. These requirements apply to new and renewed railway vehicles and are described per detection system in Section 10 Railway Vehicles Service Regulations 2020 with reference to Annexes 5, 6 and 7.26 For non-TSI conform vehicles, the requirements of Annex 10 to Section 15 also apply.
- In case of a combination of GRS track circuits with additional detection systems (axle counters, pulse track circuits (PSSSL), pedals, mass detection loops) it is possible to run railway vehicles that do not meet the requirements with regard to detection quality. This follows from the vehicle licence of the railway vehicle.<sup>27</sup>
- Route sections with only GRS and Tone Frequency track circuits are not necessarily suitable for modern electric passenger train sets running in monoculture<sup>28</sup>. This is indicated in the restrictions of railway vehicle service licence, with reference to the Technical File for admission.

<sup>&</sup>lt;sup>25</sup> An ERTMS communication encryption key can be requested via the ERTMS Key Management Centre (see Appendix 23, item 11.3).

<sup>&</sup>lt;sup>26</sup> Section 10 Railway Vehicles Service Regulations 2020.

<sup>27</sup> Railway Vehicles Service Regulation 2020, Annex 6

A monoculture occurs if fewer than 2 railway vehicles with irreproachable detection quality run per hour at track level: VIRM/VIRMm, ICMm3/4, DDZ, E-loc with carriages.

Combinations with other types of train sets and freight trains generally do not provide sufficient guarantee



• The route sections marked in purple and green in Appendix 15, if electrified, are suitable for these electric passenger train sets, regardless of whether monoculture occurs.

#### 2.4 User restrictions

The potential for use of the infrastructure is determined by the characteristics of the railway infrastructure and external factors. Explicitly - but not exclusively - included under external factors are the regulations of environmental permits granted to ProRail pursuant to the Environmental Permit (General Conditions) Act for the use of the railway infrastructure managed by ProRail.

ProRail will, by means of the Network Statement, report restrictions to through traffic under the basic access package, pursuant to Annex II to Directive 2012/34/EU and ensuing from licensing or other public law regulations, the contents of which are not announced in a Netherlands Government Gazette, Bulletin of Acts and Decrees or Treaty Series.

#### 2.4.1 Specialised railway infrastructure

#### Transport restrictions and exclusions

Stated in Appendix 9 are the route sections on which, in deviation of the interoperability principle, a certain type of traffic or transport is excluded.

This annex also lists the route sections on which passenger transport must be requested from ProRail's One-Stop-Shop for Exceptional Transport (OSSBV) (for contact details, see section 4.2.4 *One-Stop-Shop*). The request must include a risk assessment and evaluation<sup>29</sup> and a scenario plan; these documents must be approved by ProRail. ProRail will endeavour to make the train run possible within three months of the request being submitted. For further information on the possibilities for non-standard use of the infrastructure and the applicable procedures, see also sections 3.4.3 *Exceptional Transport*, 3.4.5 *Test trains and other special trains* and 0 *Exceptional Transport*, test trains and other special trains.

#### Fire-safe use of structures

Some parts of the railway infrastructure are qualified as structures. The fire-safe use of structures is subject to government regulations as laid down in the Structures (Living Environment) Decree (Bbl). These regulations apply directly. The fire-safe use of a structure must be reported to the municipality. The municipality can set situation-specific regulations that may deviate from the government regulations in the Structures (Living Environment) Decree.

If the government or situation-specific regulations lay down restrictions or conditions that are of importance to the use of the railway infrastructure by railway undertakings, ProRail will publish those restrictions or conditions in the Network Statement. The underlying documents of the competent authority - where available - will be published on the Logistics Portal. The restrictions and conditions that apply on entry into the timetable covered by this Network Statement are listed in Appendix 9.

#### High-speed route sections

The Hoofddorp – Rotterdam Centraal (via the Groene Hart rail tunnel) and Rotterdam Lombardijen – Hazeldonk route sections are designated as route sections of the high-speed rail system as referred to in Annex I to Directive 2016/797. Specific restrictions that apply to the use of these route sections are stated in the Register of Infrastructure (RINF).

By entering into the Access Agreement, the railway undertaking accepts the obligation to comply with the government and situation-specific regulations for fire-safe use and to refrain from any action that

that the detection quality is maintained in deteriorating conditions, such as during the autumn with leaves falling on the tracks.

This is a risk assessment & evaluation in the sense of Implementing Regulation 402/2013/EU.



may result in a violation thereof. Furthermore, the railway undertaking accepts that ProRail monitors compliance with these obligations.

#### 2.4.2 Environment-related user regulations and restrictions

#### 2.4.2.1 Environmental permits

#### General

Railway undertakings/marshalling yard users who use or cause to be used the ProRail-managed marshalling yards may only carry out or cause to be carried out environmentally harmful activities if an environmental permit has been issued for those activities, or if the notification or information obligation for carrying out an environmentally harmful activity for which this is required has been fulfilled and the rules set for those activities are complied with. The environmental permits granted to ProRail or the situation-specific regulations imposed by the competent authority, in as far as these contain provisions relating to the use of the railway infrastructure, are considered an integral part of the Network Statement and are available for consultation on the Logistics Portal.

Marshalling yards are sites with tracks located in close proximity to each other that are not intended for through railway traffic and where several users (such as ProRail and railway undertakings) can operate simultaneously and side by side, using the same environmental permit. Each railway undertaking/user is responsible for complying with the environmental permit, the associated regulations as well as the generally applicable rules for activities with environmental consequences, tailor-made regulations and duties of care for everyone in the Netherlands. Every user can be held to account by the competent authority. ProRail has assumed the coordinating task to ensure that the users of the marshalling yards are informed about the rights and obligations stated in the environmental permit, as well as the situation-specific regulations imposed on ProRail as the party to whom the standards apply.

By entering into the Access Agreement, the railway undertaking commits to comply with the permit regulations and situation-specific regulations imposed on ProRail; failure to do so shall constitute an attributable shortcoming towards ProRail. Further provisions on this can be found in section 2.4.2.2 *Provision of environmental and safety information* and in the General Terms & Conditions (Appendix 5).

If a railway undertaking intends to carry out new or other environmentally harmful activities at a marshalling yard, ProRail must be informed in advance (via <a href="mailto:accountmanagement@prorail.nl">accountmanagement@prorail.nl</a>). ProRail can then timely assess which environmentally harmful activities are involved. It also tests:

- whether these activities fit within the applicable environmental permit or;
- that an (amendment to the) environmental permit can be applied for or;
- that the notification or information obligation must be met.

ProRail's permission (and, if necessary, an amended environmental permit) is required prior to the performance of amended activities on a marshalling yard. This also applies to (environmentally harmful) activities at marshalling yards for which ProRail is not the holder, or applicant, of the environmental permit or for which ProRail is not subject to a notification or information obligation.

#### Application for or change to an environmental permit

When it is necessary to apply for an (amendment to an) environmental permit, ProRail shall approach the relevant railway undertakings to collect the necessary data. This includes the situation where ProRail is obliged to report or provide information on environmentally harmful activities. It may also happen that the notification or information obligation applies to the railway undertaking; in that case, it must comply with it itself.

#### 2.4.2.2 Environmental and safety information

The railway undertaking shall provide the information required and requested by ProRail for the application for, amendment of or compliance with an environmental permit or for the submission of a

report, within the term set in each case. This information relates to processes and activities that the railway undertaking<sup>30</sup> carries out or intends to carry out.

The information to be provided by the railway undertaking to ProRail is stated in Appendix 8, items 2.1.2 to 2.1.5 and item 2.2. In addition, the railway undertaking shall provide ProRail with the information required to substantiate an opinion, objection or appeal, or a request for an interim measure in respect of a (draft) environmental permit decision or (draft) enforcement decision.

In the context of the provision of information described above, the following is relevant:

- Based on input by the railway undertakings, ProRail shall coordinate environmental studies
  regarding the activities applied for and draw up reports. The environmental reports, together with
  the application text, will be discussed with the railway undertakings. Timely coordination with the
  railway undertakings takes place on submitting the final application, submitting opinions on the
  basis of the draft decision, and filing a letter of appeal. Copies of the relevant documents are sent
  to the railway undertakings.
- ProRail has a coordinating role in processes concerning the submitting of opinion documents and letters of appeal and, when so addressed by the competent authority, in actions within the context of supervision and compliance. ProRail needs the above information from the railway undertakings in order to fulfil its role properly.

#### Management of environmental permits

ProRail assumes that railway undertakings are aware of the provisions of the permits and any situation-specific regulations issued under a notification obligation. <u>All current environmental permits</u> (and environmentally harmful activities that are subject to a notification or information obligation), as well as the <u>Environmental Checklist</u> and <u>Points of attention per marshalling yard</u> are available for consultation on the Logistics Portal or at ProRail. Here, users (parties who are responsible for compliance with the permit regulations) of a marshalling yard will find all the provisions with which they must comply.

The restrictions and obligations laid down in the environmental permit can concern:

- The handling including the stabling of wagons with dangerous goods, in particular when loaded in tank wagons and tank containers.
- The implementation of activities and operations that cause a noise nuisance to the surrounding area.
- The measures to prevent so contamination; the stabling of railway vehicles intended for scrapping is treated as the storage of waste substances.
- The provision of data on the activities and operations that are or have been carried out at a marshalling yard. For retrospective data to be provided, see Appendix 8.
- The installation and use of facilities at the marshalling yard.
- A code of conduct for users, including the use of compulsory (protective) equipment, the handling of waste and the reporting of unsafe situations, is included in the *Conduct guidelines at marshalling yards*, see section 6.2.10 *Local particulars marshalling yards*.
- Obligations to report on volume of use, incidents, measures, target regulations, etc.

#### Exceptional situations

It may occur that ProRail is granted an environmental permit that also has implications for tracks that fall outside the management of ProRail. ProRail will in that case make arrangements with the infrastructure manager of those tracks in order to ensure compliance with the environmental permit.

Another possibility is that tracks and sites that fall under the management of ProRail fall within the scope of application of an environmental permit granted to a party other than ProRail. In that case ProRail will inform the railway undertaking about the conditions of the permit that are relevant to the railway undertaking.

Being a facility as referred to in Section 1.1(1,3) Environmental Management Act in conjunction with Section 1.1(3) Environmental Permit (General Conditions) Act.



#### 2.4.2.3 Noise of trains on route sections and marshalling yards

The Minister of Infrastructure and Water Management sets the permissible noise limits for train traffic. Information on the permitted noise limits is published on the <u>Informatiepunt Leefongeving (Living Environment Information Point) website</u>. ProRail takes measures to ensure<sup>31</sup> compliance with the noise limits, by testing whether the requested capacity remains under the noise limits, see section 4.5.4 *Further description of the processes*, point a. If the test shows an exceedance of the noise production limits, which cannot be resolved by coordination, the applicable railway infrastructure is declared congested, see section 4.6 *Congested railway infrastructure*.

ProRail requires that every railway undertaking provides an annual statement of the average realised train service and composition during the day, evening and night periods in the calendar year. Further details of this statement are given in Appendix 8, item 2.1.4.

In addition, ProRail requires each railway undertaking to provide the category classification and noise emission data of their passenger rolling stock and/or locomotives as used on route sections and marshalling yards, as defined in the statutory calculation regulations<sup>32</sup>. Further details of this statement are given in Appendix 8, item 2.2.

#### TSI Noise – quieter routes

In accordance with the European Commission's implementing regulation on the technical specification for interoperability of the rolling stock subsystem – noise emissions (Regulation 2019/774/EU), quieter routes have been in force since 8 December 2024.

These are routes on which the average number of freight trains per night (from 23.00h to 07.00h) exceeded twelve in 2015, 2016 and 2017.

The Dutch government has designated the quieter rail freight routes in the Netherlands and notified the European Railway Agency (ERA) of this. The route sections of the main railway infrastructure concerned have been published on the <a href="ERA website">ERA website</a> and can be consulted in the <a href="Register of Infrastructure (RINF">Register of Infrastructure (RINF)</a>. Since 8 December 2024 (start of the 2025 timetable), noisy freight wagons are no longer permitted on these route sections (essentially the Havenspoorlijn, the Betuweroute and the Brabantroute). Railway undertakings will have to comply with the obligations arising from this Regulation.

#### 2.4.2.4 Soil protection

The operating processes of the railway undertakings entail risks in terms of contamination of the soil and ballast with fuels, coolants, lubricants, etc. Small quantities of these contaminants can, under normal running conditions, leak from trains on the ballast. This risk can be minimised through good and regular maintenance. Moreover, soil and ballast contamination can occur as a result of incidents.

The Soil Protection Act prescribes that ProRail and the railway undertakings take measures aimed at minimising the risk of soil contamination and, in the case that soil contamination nevertheless does occur, that they take all necessary measures to limit the effects thereof. For potentially soil-contaminating activities, a baseline study of the soil shall be carried out at the start of the activity, attuned to the business process and the substances which may be released. An end situation survey shall be carried out upon termination of the same activity. Based on a comparison between the two surveys, it shall be determined whether in the intervening period contamination has occurred which can be related to the operating process in question.

If contamination is ascertained in the ballast or soil of the main railway network, ProRail shall conduct a survey to determine the current or past cause. In case of indications that the contamination has been caused by a railway undertaking, the latter will be notified immediately. ProRail will also involve the railway undertaking in the survey. Pursuant to the provisions of the Soil Protection Act, ProRail will notify the competent authority of the soil contamination. The appropriate remediation measures will be based on the instructions of the competent authority. The costs of the ballast and/or soil survey, as

<sup>&</sup>lt;sup>31</sup> Sections 3.44 and 3.45 of the Living Environment (Quality) Decree.

<sup>&</sup>lt;sup>32</sup> Environmental regulation, Annex IVf



well as any required remediation, will be recovered from the railway undertaking if it indeed appears to have been the party causing the contamination.

If the railway undertaking detects leakage from railway vehicles into the soil or ballast, this shall be reported to ProRail without delay so that the necessary actions can be initiated. In addition, the railway undertaking itself shall take all possible measures to minimise pollution and environmental damage.

Railway vehicle tanks containing diesel or gas oil involve a raised risk of soil contamination. The same applies to other forms of transhipment of hazardous liquids. Locomotives may only be refuelled at the designated refuelling facilities, above the soil protection facilities stated in Appendix 21.

Refuelling outside one of the refuelling facilities stated in Appendix 21 is permitted only in exceptional cases. These cases are described in item 5.5 of the table Refuelling facilities in section 7.3.10.2 *Refuelling facilities*. In these cases, too, requirements apply with regard to soil protection facilities.

#### 2.4.3 Risk-related user restrictions

#### General

The Carriage of Dangerous Goods Act, the Decree on the Carriage of Dangerous Goods Regulations and the Regulation for the carriage of dangerous goods by rail and thus the Regulations concerning the international carriage of dangerous goods by rail (RID) apply to the transport of dangerous goods by rail. According to the RID, dangerous goods are substances which, due to their intrinsic properties or the circumstances under which they occur, can cause danger, damage or serious nuisance to people, animals or the environment. They are classified into hazard classes on the basis of these intrinsic properties or the circumstances under which they occur.

In case of an incident, not all dangerous goods are equally hazardous to the environment. Therefore, in transport legislation and environmental permits, a distinction is made between dangerous goods that are relevant to external safety - with a large impact on the environment - and dangerous goods that are not relevant to external safety.<sup>33</sup>

According to the regulations, the risk analyses and reports only concern bulk transport in loaded wagons, although a number of competent authorities have a different insight.

At a number of marshalling yards where an environmental permit is in force for activities with freight trains, activities are also permitted with wagons loaded with dangerous goods relevant to external safety. The competent authority has included rules in the permits for activities involving these substances. The rules usually concern the permitted external safety risk, the available (extinguishing) facilities and reporting obligations. There are local differences as to which substances are permitted and which rules are set. Users shall carry out their activities in accordance with the rules laid down in the environmental permit as well as the prevailing legislation and regulations. In addition to the rules in the permits (see section 2.4.2.1 *Environmental permits*), in some cases restrictions on use may apply as a result of enforcement by the competent authority.

Handling of wagons with dangerous goods at marshalling yards

The marshalling yards below are equipped for the handling and stabling of wagons with dangerous goods.

Table 2.3 Marshalling yards equipped for the handling and stabling of wagons with dangerous goods

Marshalling yard				
Amersfoort Goederen	Hengelo	Rotterdam Pernis		
Amsterdam Houtrakpolder	Kijfhoek	Rotterdam Waalhaven Zuid		
Amsterdam Westhaven	Lage Zwaluwe	Sas van Gent		
Axel Aansluiting	Moerdijk	Sittard		

<sup>&</sup>lt;sup>33</sup> See table 9-2 of the <u>Transport Risk Analysis Manual (HART)</u>.



Blerick	Onnen	Sloe
Delfzijl Oosterhorn	Roosendaal*	Terneuzen Zuidzijde
Deventer Goederen*	Rotterdam Botlek	Valburg CUP
Dordrecht*	Rotterdam Europoort	Venlo
Eindhoven*	Rotterdam Maasvlakte-West	Venlo TPN
Emmen**	Rotterdam Maasvlakte-West-west	

<sup>\*</sup> Only the turning back with wagons loaded with dangerous goods is permitted. Other (shunting) operations with dangerous goods are not permitted.

The available marshalling yards are selected to accommodate shunting processes near the start or end point of rail transport flows to/from potential shippers/recipients/processes of dangerous goods, as well as the necessary in transit shunting processes (locomotive exchange/direction change/stabling). For the purpose of the timetable, the Logistics Portal publishes the *Environmental Checklist* and, at marshalling yard level, the *Points of attention for the environment permit documents*. The *Environmental Checklist* includes all the marshalling yards where, to date, shunting with dangerous goods relevant to external safety is permitted by law. The documents *Points of attention for the environment permit* outline the contents of the environmental permit for each marshalling yard. ProRail will handle requests from titleholders for the designation of other/supplementary marshalling yards in accordance with the procedures as described in section 2.6.1 *Conversions process*.

The handling of trains with dangerous goods at marshalling yards is subject to environmental permits. Section 2.4.2.1 Environmental permits discusses the application procedure for an environmental permit pursuant to the Environment and Planning Act.

If railway undertakings collectively apply for more capacity than is locally permitted, ProRail may, as part of the integral capacity management, opt to subject the capacity allocation to an individual applicant to specific restrictive conditions and regulations, in such a manner as to ensure that the total allocated capacity complies with the permit conditions.

In order to comply with statutory obligations regarding external safety at marshalling yards, ProRail requires railway undertakings to provide supplements and corrections to the data collected by ProRail. Further details of this procedure are given in Appendix 8.

#### Carriage of dangerous goods

Route sections on which the carriage of wagons containing dangerous goods is excluded or restricted due to local environmental risks are listed in Appendix 9. The periodic report on external safety is further described in Appendix 8.

#### 2.4.4 User regulations and restrictions for railway tunnels

#### User regulations

Railway tunnels are generally fitted with specific safety and evacuation facilities. These facilities and the accompanying calamity plans help persons to escape to safety in case of a calamity. The following tunnels are suitably equipped:

- Hemspoortunnel (Amsterdam Sloterdijk Zaandam)
- Velserspoortunnel (Santpoort Noord Beverwijk)
- Schipholspoortunnel (Hoofddorp Amsterdam Riekerpolder Aansluiting)
- Spoortunnel Rijswijk (Den Haag Moerwijk Delft)
- Willemsspoortunnel (Rotterdam Centraal Rotterdam Zuid)
- Overkapping Barendrecht (Rotterdam Lombardijen Zwijndrecht)
- Dive-Under Barendrecht (Rotterdam Barendrecht)
- Botlekspoortunnel (Botlek Pernis)
- Sophiatunnel (Kijfhoek Zuid Papendrecht)
- Giessentunnel (Giessendam Gorinchem)

<sup>\*\*</sup> Only operations with category C3 (maximum 500 wagons p/y) are allowed.

- Pannerdensch Kanaal spoortunnel (Valburg Duiven)
- Spoortunnel Zevenaar (Duiven Zevenaar)<sup>34</sup>
- Spoortunnel Best (Boxtel Eindhoven Strijp-S)
- Groene Hart spoortunnel (Hoofddorp Rotterdam)
- Spoortunnel Rotterdam-Noord (Hoofdddorp Rotterdam)
- Oude Maas spoortunnel (Rotterdam Hazeldonk)
- Dordtsche Kil spoortunnel (Rotterdam Hazeldonk)
- Drontermeerspoortunnel (Dronten Kampen Zuid)
- Spoortunnel Nijverdal (Raalte Wierden)
- Spoortunnel Delft (Rijswijk Delft Campus)

Further information on safety in railway tunnels, including the above-mentioned calamity plans, can be found on the <u>Logistics Portal</u>.

User restrictions

Specific tunnel related traffic & transport restrictions are stated in Appendix 9.

## 2.4.5 User regulations and restrictions for railway bridges and other structural works

Railway bridges that are opened according to a fixed timetable or on call (*request scheme*) to enable the passage of shipping are shown in Appendix 18. The opening times of railway bridges subject to a fixed timetable are laid down in the 2026 timetable determined by the Minister of Infrastructure and Water Management<sup>35</sup> and subsequently published on the <u>Waterway Information website</u>. *The User Instructions for Extraordinary Transport GVS00094* ('Gebruiksvoorschrift Buitengewoon Vervoer GVS00094' see the Logistics Portal), apply to all structural works. This includes speed limits.

#### 2.4.6 User restrictions due to platform safety

ProRail manages the transfer facilities at stations, including platforms. Due to the limited capacity of a platform in combination with expected passenger numbers, high risk situations can arise. The degree of risks associated with current use of platforms is mapped out using the *Platform Safety Risk Model* (see the <u>Logistics Portal</u>). Based on the initial results of the risk model, ProRail has drawn up a list of points for attention with regard to the timetable design. This list, *Transfer issues in timetable design*, is included as an appendix in the *Start document preparation 2026 timetabling process* and in the *Start document 2026 timetabling process* (see the <u>Logistics Portal</u>). Changes to the timetable that have a significant impact on platform safety are tested against this. If the results show that there are real risks with regard to platform safety, this may lead to user restrictions.

In view of transfer risks - and for the purpose of rail infrastructure management and development in relation to capacity requests - ProRail measures the transfer load at a number of stations with (potential) capacity bottlenecks on an ad hoc basis. These measurements provide insight into the use of existing on-site transfer capacity. In addition, ProRail makes agreements with railway undertakings in the Access Agreement about the provision of transport data by railway undertakings (see Appendix 8, items 2.1.6 and 2.1.7).

#### 2.4.7 User restrictions due to shortened braking distances

In the 2026 timetable, user restrictions due to shortened braking distances will apply at various locations. An overview of the relevant locations - including the applicable minimum braking distances and the required braking percentages of trains at these locations - can be found on the <a href="Logistics">Logistics</a> Portal.

This is the rail tunnel that is part of the Betuweroute.

<sup>35</sup> Section 25 Railways Infrastructure Decree.



#### 2.4.8 User restrictions within the context of one-man operation

On various route sections, the passenger train service is run by means of one-man operation. This means that the driver is responsible for the departure order. On these route sections, departure signals on the platform are not necessary for the safe and punctual operation of the train service. ProRail specifically designates these route sections for one-man operation and no departure signals are installed during modification or newbuild work. This is a user restriction for trains not running with one-man operation. The route sections designated for one-man operation are shown on the map in Appendix 16. The absence of departure signals does not imply that a chief conductor no longer needs to be present on the train in case of passenger transport.

## 2.4.9 Local user restrictions from application of the safety management system

Under ProRail's statutory safety management system<sup>36</sup>, local user restrictions may apply to ensure safety on the railway infrastructure. ProRail has included these use restrictions in the DONNA local particulars (see the <u>Logistics Portal</u> and section 4.5.4 *Further description of the processes*).

### 2.5 Availability and safety of the railway infrastructure

This section describes the availability of the railway infrastructure managed by ProRail.

#### Availability

Availability concerns the level of availability of the track for train services. Availability is reduced by planned (i.e. maintenance works) and unplanned (i.e. due to disruptions) TCRs. The planned TCRs are required for the proper performance of maintenance, repair and management works (including the necessary testing of infrastructure systems and safety organisation drills) as well as newbuild or conversion works on or near the main railway network. For this reason, rail sections often have to be closed to traffic. See section 4.3 *TCRs* for the procedures applicable to capacity allocation for planned works on or near the main railway network. For the conversions process and an overview of infrastructural (study) projects, see section 2.6 *Infrastructure development* and Appendix 10.

Weather conditions can impact on the reliability and availability of the railway infrastructure. Seasonal measures per facet of weather conditions (temperature, wind force, precipitation, et cetera) can be accessed via the <a href="ICDOC">ICDOC</a> incidents and calamities site of the OCCR (see also section 6.3.2 Measures in the event of disruptions to the scheduled timetable on the national network and Appendix 23, item 8.3).

#### Safety

ProRail maintains strict procedures with regard to controlling the safety of train traffic during operations by traffic control and other management tasks so that ProRail can provide safe routes to railway undertakings. ProRail's safety ambitions are in line with the Policy Agenda for Railway Safety 2020-2025<sup>37</sup> and the Ministry of Infrastructure and Water Management's six-monthly Letters to Parliament on railway safety.

In case of development of rail traffic and/or changes in (the use of) infrastructure, any increasing risks in rail traffic shall be compensated by mitigating measures in the form of infrastructure measures, where necessary combined with logistical measures. In doing so, ProRail follows the following developments:

Pattern-based expansion of frequencies in passenger transport (also in off-peak periods).

Railway undertakings and infrastructure managers are required by law to have a safety management system that ensures the safety of rail traffic and their operations. This is done by drawing up and recording procedures and associated documentation to control risks.

The principles of this Policy Agenda will also apply in 2026.



- Structural changes to the time slot of a passenger train (series).
- · Taking into use of new stops.
- Structural changes to stops (short stop instead of arrival/departure or vice versa).
- · Structural new or rerouted freight trains.
- Structural changes in track use

ProRail strives, where necessary in consultation with railway undertakings, to eliminate avoidable risks in the use of the railway infrastructure (including the use of level crossings). ProRail screens off parts of the main railway network including marshalling yards on the basis of a site-specific risk analysis so that they cannot be accidentally or unintentionally accessed by third parties. ProRail also ensures during management and maintenance that the existing railway network and facilities, including stabling yards and marshalling yards, can be used safely.

ProRail monitors the safety of level crossings in order to gather information to be able to respond to developments in train traffic and intersecting traffic. The aim is also to prevent a deterioration in the safety situation. During the development of intersecting traffic, ProRail, in consultation with the (road) manager involved, seeks infrastructural measures to prevent or reverse a worsening of the safety situation.

With a view to improving the safety level, ProRail also closely analyses all safety incident reports and their handling.

ProRail controls the specific environmental risks attached to the transport of dangerous goods by maintaining an operational organisation that can respond effectively to incidents involving dangerous goods. In as far as ProRail is obliged by public authorities to take measures to control the risks attached to the transport or handling of shipments of dangerous goods (e.g., volume control), ProRail will perform such measures.

### 2.6 Infrastructure development

#### 2.6.1 Conversions process

The railway infrastructure and supplementary facilities are constantly under development, also to meet the needs of railway undertakings and other titleholders. This development leads to conversions, whereby the railway infrastructure and supplementary facilities may be expanded, adjusted or cancelled.

Conversions can be initiated in various manners.

- The capacity allocation process for train paths (see section 4.6 Congested railway infrastructure and Appendix 10 item 3) may lead to a congestion statement. Such a capacity bottleneck may be of an infrastructural nature or result from the provisions of the applicable environmental rules and regulations. This includes infrastructure that is expected to have insufficient capacity in the near future. ProRail will by means of a capacity analysis and capacity enhancement plan determine possible measures aimed at increasing the capacity, including a schedule for the performance of such measures. Possible measures are process adjustment, infrastructural measures or environmental measures. The capacity enhancement plan is drawn up in consultation with the users of the congested railway infrastructure.
- Railway undertakings may in terms of their activities and business operations (e.g., the running of trains, stabling, cleaning, inspection, loading and unloading) experience a need to change the existing service package in terms of railway infrastructure or facilities. This need can be expressed via <a href="mailto:accountmanagement@prorail.nl">accountmanagement@prorail.nl</a>, after which ProRail can offer a suitable solution in consultation with the customer. If the solution is not available within the current service package, a tailor-made solution may be developed in consultation with the customer. A request for a conversion at marshalling yards may imply that an application for or an amendment of the environmental permit

Section 7(2) Railways Capacity Allocation Decree.



is required. ProRail determines how such a request is met, and who must pay the costs of this conversion.

- Changing legislation and regulations, consolidation requests and product policy can lead to the development of railway infrastructure and supplementary facilities.
- Changes can also be initiated from the medium-term process (MLT process) at the request of titleholders. The purpose of the MLT process is to make agreements within the rail sector on the logistics developments needed over the next two to seven years. During this process, all product steps (such as frequency increases or the deployment of different and new rolling stock) are integrally tested for the period up to 2033. Product steps are tested for feasibility on various components by ProRail experts.<sup>39</sup> These feasibility tests include risk assessments for components such as track stability<sup>40</sup>, traction power supply<sup>41</sup> and level crossing safety<sup>42</sup>, which are carried out by ProRail's subject matter experts. The final judgment on whether there are technical restrictions to a desired product step rests with ProRail. The results of the feasibility tests are shared and discussed with the relevant titleholder.

The outcome of the (comprehensive) feasibility test may be that there are bottlenecks and that further research and/or measures are necessary before the desired product step can be implemented. This may lead to congestion statements for the near future (see section 4.6 Congested railway infrastructure). Following a congestion statement for the near future, the capacity analysis and capacity enhancement plan are funded by ProRail.<sup>43</sup> The outcome of the MLT process is an overview of product steps including a feasibility assessment. This forms the basis for the process of preparing the timetabling process (see section 4.5.0 Preparation timetabling process). For more information on the MLT process, see the Logistics Portal.

- The Ministry of Infrastructure and Water Management asks ProRail to carry out studies into the measures needed to enable traffic development in the medium and long term.
- Concession-granting authorities and/or other administrative stakeholders like the port operators can in close coordination with the Ministry of Infrastructure and Water Management request ProRail to carry out studies to enable traffic development in the medium and long term.

#### External developments

Usability of the railway infrastructure is also partly determined by conditions beyond the realm of ProRail's responsibilities. ProRail has in this Network Statement incorporated the latest conditions applicable at the time of going to press. If new external developments occur within the validity period of this Network Statement that affect the possibilities for use of the railway infrastructure, ProRail will consult with the railway undertakings concerned on how to deal with these developments.

#### 2.6.2 Planning schedule of conversions

ProRail executes projects to modify the functionality of the railway infrastructure. The following are stated in Appendix 10:

1) An overview of conversions that are expected to become available for use in the medium and long term. This list indicates changes relating to both the scale and functionality of the network.

The various components concern: timetable, feasibility, stabling capacity, environmental capacity, noise, transfer safety, level crossing safety, train safety (including train detection), rolling stock approval, traction power supply, trackbed, structural works, track/switches, capacity allocation and ICT.

The risk assessment relating to track stability is based on Eurocode 0: NEN-EN 1990 - Foundations of structural design. This standardisation is also used as the basis for the national risk map. At present, the knowledge institutes TU Delft and Deltares are helping to develop a modified test method as described in RLN00414 *Test of structural safety of existing trackbeds* (see the Logistics Portal).

The risk assessment related to traction power supply takes place under the Energy TSI. This TSI refers in Appendix E to the European standards that must be met. ProRail's draft regulation *OVS00012 Traction Power Supply 1500V DC* elaborates on this (see the <u>Logistics Portal</u>).

The risk assessment in relation to level crossing safety takes place on the basis of the Railway Safety Policy Agenda 2020-2025 (The Ministry of Infrastructure and the Environment is working on a new policy agenda, ProRail will adjust the Network Statement if the new policy agenda gives cause to do so) and ProRail's procedure PRC00200 Risk Analysis and Risk Compensation for Level Crossing Safety (see the Logistics Portal).

For information on financing capacity-enhancing measures, see section 4.6 *Congested railway infrastructure* (under the heading financing).

Information on the list is subject to change. The overview of commissioning dates for infrastructure projects is updated at least once a year. The most recent version is available on the <u>Logistics Portal</u>. Publication of an updated version is not regarded as a supplement to the Network Statement as referred to in section 1.5.2 *Supplements of the Network Statement*.

- 2) An overview of ProRail's largest studies on railway infrastructure changes needed to accommodate traffic development in the medium and long term.
- 3) An overview of the manner of performance of earlier capacity-enhancement plans in line with Section 7(2) Railways Capacity Allocation Decree.



### 3 Access conditions

#### 3.1 Introduction

This chapter describes the conditions for access to and use of the main railway network managed by ProRail.

### 3.2 Access requirements

#### 3.2.1 Requirements to request capacity

The following categories of natural person or legal entity are entitled to request capacity from ProRail:

- Railway undertakings in possession of an operating licence.
- Undertakings that have requested an operating licence.
- Parties granting concessions for public transport by train.
- Each natural person or legal entity that can demonstrate to ProRail that it has a commercial interest in the acquisition of capacity for the transport of passengers or goods by rail.<sup>44</sup>

A titleholder requesting capacity for an international train must have a Company Code or a Railway Interchange Coding System (RICS) code. This is stipulated in the TSI TAP<sup>45</sup> and TSI TAF<sup>46</sup>. In case of a request for an international train path, the titleholder must be entitled to submit this request in all countries covered by the request. A titleholder that requests capacity for national trains via the service *Capacity requests according to TSI TAF/TAP standard*, see Appendix 23, item 4.1, must also be in possession of a Company Code.

Titleholders who are not railway undertakings can only enter into a limited access agreement and do not have access to the main railway network. A limited Access Agreement with a titleholder that is not a railway undertaking is referred to in this Network Statement as a Capacity Agreement.<sup>47</sup>

It is prohibited for titleholders to trade and/or transfer capacity. Violation of this prohibition leads to the exclusion of further allocation of capacity.<sup>48</sup> Where a railway undertaking uses the capacity requested by a titleholder which is not itself a railway undertaking, this shall not be regarded as a transfer and there shall be no breach of the prohibition.

#### 3.2.2 Requirements for access to the railway infrastructure

As defined in the Railways Act, railway undertakings have access to the main railway network and can thus participate in train traffic when they:

- · hold a valid operating licence or comparable document;
- hold a valid safety certificate:
- are insured against risks related to statutory liability;

<sup>44</sup> Section 57 Railways Act.

Commission Regulation (EU) No 454/2011 of 5 May 2011 on the technical specification for interoperability relating to the subsystem telematics applications for passenger services of the trans-European rail system, OJEU 2011 L 123.

Commission Regulation (EU) No 1305/2014 of 11 December 2014 on the technical specification for interoperability relating to the telematics applications for freight subsystem of the rail system in the European Union and repealing the Regulation (EC) No 62/2006, OJEU 2002 L 356.

<sup>47</sup> Section 27(1,2) Railways Act.

Section 57(3) Railways Act. The ACM supervises the prohibition and enforcement thereof under Sections 70(2) and 71(1)Railway Act. If a titleholder or the infrastructure manager suspects that capacity is being traded, it may submit a request for enforcement or complaint to the ACM.

have concluded an Access Agreement with ProRail.<sup>49</sup>

This is subject to the condition that the intended traffic participation is permitted by the operating licence described above, the safety certificate and the insurance. ProRail stresses that the provision of rail transport services is subject to statutory provisions, as summarised in Appendix 7.

In particular, ProRail refers to its obligation no later than 18 months before the start of the period of validity of the timetable to notify ProRail (via <a href="mailto:accountmanagement@prorail.nl">accountmanagement@prorail.nl</a>) and the ACM of its intention to apply for capacity in the 2026 timetable with a view to operating a passenger transport service that is not part of a concession as referred to in Section 20(1) or (4) Passenger Transport Act 2000. For more information, see the <a href="mailto:proRail website">ProRail website</a>.

The contact particulars of the ACM are:

organisation: ACM, Consumer & Market Authority

 postal address:
 PO Box 16326

 2500 BH The Hague

 phone:
 +31 (0) 70 72 22 000

 fax:
 +31 (0) 70 72 22 355

mail: <a href="mailto:acm-post@acm.nl">acm-post@acm.nl</a> (general)

opentoegang@acm.nl (Open Access

requests)

website: https://www.acm.nl/nl/onderwerpen/vervoer



## 3.2.3 Operating licences

An operating licence is prescribed for access to the main railway network.<sup>51</sup> Operating licences for undertakings established in the Netherlands are issued by the Human Environment and Transport Inspectorate (ILT).

Information on the various types of operating licences with the accompanying requirements is contained in Appendix 7. The contact particulars of the ILT are:

organisation: Environmental Health and Transport

Inspectorate

Rail and Road Transport

 postal
 PO Box 16191

 address:
 2500 BD The Hague

 phone:
 +31 (0) 88 489 0000

website: www.ilent.nl



## 3.2.4 Safety certificates

A safety certificate is prescribed for access to and use of the main railway network.<sup>52</sup> Safety certificates are issued by the ILT.<sup>53</sup>

Railway undertakings as well as prospective railway undertakings preparing to obtain a safety certificate can (see the <u>ProRail website</u>) obtain access to the <u>Logistics Portal</u> on request. On the Logistics Portal, ProRail makes available information on the route(s) it wishes to operate, in

<sup>49</sup> Section 27(2) Railways Act.

<sup>50</sup> Section 57(4,5) Railways Act.

<sup>51</sup> Section 27(2)(a) Railways Act.

<sup>52</sup> Section 27(2)(b) Railways Act.

For the European legal frameworks relating to safety certificates, see the era website.



accordance with the provisions of the technical specifications for Interoperability of the train traffic operation and management subsystem.<sup>54</sup>

#### 3.2.5 Insurance

A railway undertaking that makes use of the main railway network shall be insured against the financial risks arising from statutory liability.<sup>55</sup> The minimum cover is €10,000,000 per event.<sup>56</sup> For companies not operating in the professional transport market and also not physically operating in the midst of rail traffic on the main railway network, a lower coverage requirement applies by law, of at least €2,500,000 per event.<sup>57</sup>

## 3.3 Contractual agreements

In civil law terms, this Network Statement is an offer by ProRail to titleholders for access to and use of the railway network managed by ProRail and the accompanying services provided by ProRail. On grounds of specific legal regulations<sup>58</sup> and non-discriminatory considerations, not all parts of this offer are open to individual negotiation. The ProRail *Conduct guidelines at marshalling yards* (*RLN00300*)<sup>59</sup> always apply to access by (personnel of) railway undertakings and their auxiliary persons to buildings and sites of ProRail.

## 3.3.1 Framework agreements

ProRail does not offer framework agreements.

## 3.3.2 Access Agreements with railway undertakings

An Access Agreement is one of the requirements for access to the main railway network and is concluded between a railway undertaking and ProRail. An Access Agreement shall comply with the conditions set out in Section 59 Railways Act and shall in any case contain provisions on the quality of the main railway network to be offered by the infrastructure manager and the applicable charge. For the model text of and Access Agreement and corresponding General Terms Conditions, refer to the ProRail website and Appendix 5.

## Conclusion of the agreement

ProRail will on request inform titleholders about the information and documents to be submitted prior to the signing of the agreement.

Titleholders who wish to conclude their first Access Agreement as railway undertaking must take into account that due to administrative preparations, a term of one week applies between the signing of the agreement and the first use of the main railway network.

## 3.3.3 Capacity Agreements with titleholders not being railway undertakings

The Access Agreement between ProRail and a titleholder, which is not a railway undertaking, is referred to in the Network Statement as a Capacity Agreement. The Capacity Agreement only concerns the allocation and reservation of capacity, but does not give any right to access or use of the main railway network, also not for stabling. For the actual use of capacity, the titleholder must designate a railway undertaking that has an Access Agreement with ProRail thirty days before the traffic day and notify ProRail accordingly. The reservation of capacity under the Capacity Agreement

<sup>&</sup>lt;sup>54</sup> TSI Operations and Traffic Control 2019/773.

<sup>55</sup> Section 55 Railways Act.

<sup>56</sup> Section 7 Operating Licence and Safety Certificate (Main Railway Network) Decree.

<sup>&</sup>lt;sup>57</sup> Section 8(3) Operating Licence and Safety Certificate (Main Railway Network) Decree.

<sup>58</sup> Sections 59 and 62 Railways Act.

Available via the Logistics Portal or the ProRail website.



lapses if the titleholder has not notified ProRail at least thirty days before the traffic day which railway undertaking will operate the train service on the train paths requested by the titleholder. For the model text of a capacity agreement with the associated General Terms Conditions, refer is made to the <a href="ProRail website">ProRail website</a> and Appendix 5.

## 3.3.4 General Terms and Conditions

Upon conclusion of the Access and Capacity Agreements, the General Terms Conditions are agreed (see Appendix 5). The General Terms & Conditions describe the administrative, technical and financial arrangements that apply to the use of the main railway network managed by ProRail and the services offered. Regulations of the Uniform Rules concerning the Contract of Use of Infrastructure in International Rail Traffic (CUI)<sup>60</sup>, which by operation of law apply only to the use of the main railway network in international train traffic, have been included in the General Terms & Conditions, or are by way of the General Terms & Conditions declared to apply mutatis mutandis to the use of main railway network for domestic transport and for other use of the railways to which the regulations of the CUI do not legally apply. The Access Agreement and the General Terms & Conditions have been drawn up in accordance with the European General Terms & Conditions as agreed between the International Rail Transport Committee (CIT)<sup>61</sup> and RailNetEurope (RNE). The European General Terms Conditions are available for consultation on the ProRail website or on the RailNetEurope website.

ProRail offers the following possibilities for deviation from the General Terms & Conditions:

- The maximum amount of compensation payable to the railway undertaking under Article 18 General Terms & Conditions is €100,000,000 or €200,000,000 per loss event as referred to in the General Terms & Conditions, except in case of intent and/or deliberate recklessness; and the maximum amount of compensation payable to the infrastructure manager under Article 19 General Terms & Conditions is €100,000,000 or €200,000,000, except in case of intent and/or deliberate recklessness.
- In deviation of Article 18.5 and Article 19.4 General Terms & Conditions, the stated threshold amount for claims for compensation is set at €10,000 or €20,000 per loss event.

## 3.4 Specific access requirements

## 3.4.1 Railway vehicle acceptance requirements

Vehicle licences

The operation of a railway vehicle on the main railway network requires a vehicle licence and the vehicle must be registered in the vehicle register. The ILT, on behalf of the Minister of Infrastructure and Public Works, can issue a temporary user licence for the performance of test runs with railway vehicles on the main railway network. Licences are granted via the European Railway Agency (ERA) or the ILT. The manner in which the ILT involves ProRail in this is laid down in a policy rule. For further information on test trains, see section 3.4.5 Test trains and other special trains and section 0 Exceptional Transport, test trains and other special trains.

The admission of railway vehicles is subject to the requirements of the Technical Specifications for Interoperability (TSI) and the Railway Vehicles Service Regulation 2020 (Ris). Information about the main railway network can be found in the Register of Infrastructure (RINF). Additional information on the main railway network may be required for testing and assessment of requirements. Questions about this can addressed to inzet.spoorvoertuigen@prorail.nl. For the specific access requirements

Uniform Rules concerning the Contract of Use of Infrastructure in International Rail Traffic, Annex E to the COTIF.

<sup>&</sup>lt;sup>61</sup> Sector association of carriers.

<sup>62</sup> Section 26q Railways Act. The European register for approved vehicle types is ERATV (see Appendix 23, item 11.3)

<sup>63</sup> Section 26r Railways Act.

Policy rule on the role of the infrastructure manager in the admission of vehicles under the Railways Act.



applicable to hump locomotives on the Kijfhoek shunting hump, see items 5.2 and 5.3 of the table in section 7.3.5.2.2 *Kijfhoek shunting hump*.

### Operation and maintenance of railway vehicles

As soon as a railway vehicle is commissioned by a railway undertaking, said undertaking is responsible for operation and maintenance of the railway vehicle in accordance with the applicable statutory and essential requirements $^{65}$ .  $^{66}$ 

#### Railway vehicles data

ProRail requires data of new and modified railway vehicles from railway undertakings, as referred to in section 3.4.6 *Requirements with regard to information* provision in combination with Appendix 8 (items 2.1 and 2.2) and section 2.5 *Availability and safety of the railway infrastructure* in combination with section 6.2.8.1 *Principles* (under item 6). The <u>Logistics Portal</u> includes a format with a specification of the information to be provided (*Format for providing rolling stock characteristics*). The completed format must be sent to <u>accountmanagement@prorail.nl</u>.

The railway undertaking is responsible for ensuring that the data relating to the new or modified railway vehicle has been submitted prior to being taken into use. It is possible that the data is already provided by the vehicle supplier during the admissions process.

## Braking tables

The braking tables already in use until 1 April 2020 that were included in Annex 2 Rail Traffic Regulations<sup>67</sup> will be made available via the <u>Logistics Portal</u> in accordance with Article 4.2.2.6.2 of the Operations and Traffic Management (OPE) TSI. In the application of these braking tables, the rules and calculation methods set out in Sections 9 to 22 and Annex 3 Rail Traffic Regulations as in force on 31 March 2020 shall apply.<sup>68</sup>

## Use of railway vehicles

The railway undertaking shall check whether a vehicle is licensed, whether the vehicle is registered in the vehicle register, whether the railway vehicle is compatible with the main railway network to be operated on and whether the railway vehicle is correctly integrated in the composition in which it is intended to operate by means of the Register of Infrastructure (RINF) and the safety management system. For more information on the compatibility requirements related to train detection systems, see section 2.3.13.2 *Train detection systems*.

## Use of ATB-Vv70

Insofar as not agreed otherwise in the Access Agreement, the railway undertaking guarantees that all trains intended for structural deployment on route sections and marshalling yards with ATBEG, are fitted with ATB-Vv. In those cases that a train not fitted with ATB-Vv is deployed on route sections and marshalling yards with ATB, the railway undertaking will analyse the associated risks and take the necessary risk mitigation measures. This analysis will be carried out in accordance with Implementing Regulation (EU) no. 402/2013 on the adoption of a common safety method on risk evaluation and assessment. Moreover, the parties will make additional arrangements regarding the exchange of (safety) information as referred to in Article 4 of Regulation (EC) no. 1078/2012.

## Use of ERTMS

When railway undertakings (but also suppliers of ERTMS rolling stock suitable for ERTMS and ERTMS on-board equipment) want to use the ProRail ERTMS Integration Lab (PREI, see Appendix 23Appendix 23, item 2.1) for ESC checks within the context of rolling stock approval, they shall first

The essential requirements are defined in Annex III to Directive 2016/797/EU.

Section 26c(1) and Section 26k(6) Railways Act.

Government Gazette 2020, 14353

<sup>&</sup>lt;sup>68</sup> Rail Traffic Regulations dated 31 March 2020.

<sup>69</sup> Section 26p Railways Act in conjunction with Section 23 Railway Vehicles Service Regulations 2020.

ATB-vv and ATBEG are automatic train control systems. For a definition of these terms, see Appendix 2. For further information on automatic train control systems, see section 2.3.13.1 Automatic train control systems.



contact <u>inzet.spoorvoertuigen@prorail.nl</u> before requesting access to the lab. For further information on the ERTMS programme, see Appendix 10, item 2 *Infrastructure* study *projects*.

Controlling the quality of railway vehicles

Insofar as not agreed otherwise in the Access Agreement, the railway undertaking guarantees when running own railway vehicles (lease/purchase/long-term rental) the demonstrable use of measurement data regarding the quality of the running surface of wheels, to the extent that those railway vehicles are used on sections of track where WILD measurement points are located. For more information on WILD, see section 7.3.7.1 *Monitoring railway vehicles* and Appendix 23 item 11.3).

## 3.4.2 Requirements with regard to operations and personnel

The railway undertaking will ensure that the personnel and (auxiliary) persons deployed under its responsibility in the sense of the Railways Act, have received sufficient instructions concerning the safety aspects and the proper execution of operating processes.<sup>71</sup>

ProRail will provide the railway undertaking with easily accessible information on the location of the crossings, tunnels and traverses. ProRail also provides information to the railway undertaking about the location of walkways, walking routes, escape routes and parking spaces at marshalling yards through, for example <u>drawings</u> and the <u>Local particulars marshalling yards</u> on the Logistics Portal (see also section 6.2.10 *Local particulars marshalling yards*).

For specific requirements regarding the operation of ERTMS and the use of the Kijfhoek shunting hump, ProRail refers to the relevant parts of the Network Statement: section 2.3.10, section 2.3.13 Safety systems, section 6.2.2 Procedure for the operation of infrastructural elements (including user processes for ERTMS), Appendix 10, item 2 Infrastructure studies and section 7.3.5.2.2 Kijfhoek shunting hump.

## 3.4.3 Exceptional Transport

Exceptional Transport is transport where dimensions, weight or nature of the load or rail vehicle type require special technical or operational measures and for which an Exceptional Transport regulation is required. This is set out internationally in *IRS 50502, Chapter 1.*<sup>72</sup>

Such transport is subject to specific conditions of an Exceptional Transport regulation. Details of the application procedure for train paths for Exceptional Transport and Exceptional Transport regulations can be found in section 0 *Exceptional Transport*, test trains and other special trains and in the *Exceptional Transport procedure* on the <u>Logistics Portal</u>. Section 5.4.3 *Facilitating Exceptional Transport* describes the facilitation of Exceptional Transport as an additional service including charges.

## 3.4.4 Dangerous goods

The transport of dangerous goods by rail is governed by the Carriage of Dangerous Goods Act, the Decree on the Carriage of Dangerous Goods and the Regulation for the carriage of dangerous goods by rail, which incorporates the Regulations concerning the International Carriage of Dangerous Goods by Rail (RID)<sup>73</sup> into Dutch legislation.

For a number of elements of the railway network qualified as "structure within the sense of the Housing Act<sup>74</sup>" (such as railway tunnels), user restrictions are in effect on the basis of which the transport of dangerous goods over those parts of the railways is restricted or even prohibited; see also

Section 22(2)(d) and Sections 49 to 54 Railway Act and any other relevant legislation as included in section 1.3.1 Legal framework.

Except for those vehicles running on own wheels that do not have a (temporary) vehicle licence or exemption in accordance with Sections 26q and 26r Railways Act.

Annex C to the Convention concerning the international carriage by rail (COTIF).

Annex A to Section 1.1 Environment and Planning Act.



section 2.4.1 *Specialised railway infrastructure*. Activities with wagons containing dangerous goods may require a permit and in that case they are permitted atat marshalling yards specially equipped for such (see section 2.4.3 *Risk-related user restrictions*) under the terms of the environmental permit granted for that yard in question.

Before the departure of a train carrying dangerous goods, the railway undertaking must notify ProRail of all information required by ProRail as infrastructure manager. <sup>75</sup> ProRail shall receive the UN number and the hazard indication number of those dangerous goods, as well as of their position in the train <sup>76</sup>.

The railway undertaking shall ensure that ProRail at all times during the transport of dangerous goods (including the stay at a marshalling yard during transport) has prompt and trouble-free access to the load data of wagons with dangerous goods, as well as the location of those wagons in relation to the other wagons of the railway undertaking in the train.<sup>77</sup>

The Access Agreement sets out whether the railway undertaking's activities include the transport of hazardous substances and what agreements are made about the provision of data on that transport (see also section 6.2.5 *Provision of load data* and Appendix 8, items 2.1.1 to 2.1.3).

If the activities of the railway undertaking include the transport of nuclear substances, the additional costs of ProRail and/or its auxiliary persons are for the risk and account of the railway undertaking.

## 3.4.5 Test trains and other special trains

A railway vehicle must always have a vehicle licence<sup>78</sup>. However, there are two exception situations:

- 1. An exemption from having a vehicle licence has been granted for the railway vehicle by the regulator<sup>79</sup>. The exemption may require further regulations with the infrastructure manager;
- 2. A temporary use permit has been granted for the railway vehicle by the regulator for conducting tests<sup>80</sup>. Conducting a test is coordinated with the infrastructure manager in advance and the latter may issue instructions<sup>81</sup>.

In addition, there may be a need to run trains that deviate from the regular use of the infrastructure and/or run on route sections with restrictions or exclusions (see section 2.4.1 *Specialised railway infrastructure*) and therefore require special attention during operation. Examples include (special) passenger trains on freight route sections, steam trains in tunnels, trains longer than the arrival, departure and overtaking tracks and the platform tracks at the route section, rail vehicles without certainty of detection or defective rail vehicles and so on. This category is called "other special trains".

For further information for requesting capacity to run test trains and other special trains, see section 4.7.2 and the *Procedure for test trains and other special trains* on the <u>Logistics Portal</u>.

## 3.4.6 Requirements with regard to information provision

The railway undertaking shall continually provide ProRail with the information it requires concerning the use of the infrastructure. Examples of such information are:

- The information to be included by the railway undertaking in capacity requests (see Chapter 4 for requesting train paths, Chapter 7 for requesting stabling and shunting capacity and the use of Kijfhoek shunting hump and Appendix 8 items 2.1.8 and 3).
- The information that the railway undertaking provides immediately prior to and during actual use of the main railway network (see section 6.2 *Operational Conditions*).

Section 4.2.2.7.2 TSI Operations and Traffic Control 2019/773.

<sup>&</sup>lt;sup>76</sup> Section 1.4.3.6b RID.

Section 1.4.2.2.5. in conjunction with 1.4.3.6b RID.

<sup>&</sup>lt;sup>78</sup> Section 276k(2) Railways Act

<sup>&</sup>lt;sup>79</sup> Section 26q(6) Railways Act

<sup>80</sup> Section 26r Railways Act

<sup>81</sup> Section 24 Railway Vehicles Service Regulations 2020.

- The information that the railway undertaking provides on expiry of a certain period of time, and which relates to actual use, traffic and transport during said period, in particular for the control of noise emissions (see Appendix 8, items 2.1.4 and 2.1.5).
- The data on types of railway vehicles that railway undertakings must make available to ProRail, including in the context of the traction power supply system and noise emission analysis (see section 3.4.1 Requirements with regard to railway vehicles and Appendix 8, item 2.2.)
- Information on activities of the railway undertaking on parts of the railway infrastructure on which ProRail has reporting obligations under environmental law.
- Loggings for ETCS fault analyses. In order to be able to identify the causes of complex ERTMS (chain) problems in technology, process or operation/use, periodic analyses are carried out jointly by the railway undertaking and the infrastructure manager. For these analyses, the railway undertaking shall make relevant raw data from railway vehicles (e.g. ARR data, JRU data and RTM data) available to ProRail to the extent permitted by the rolling stock contracts. ProRail shall make the relevant QATS data from the railway vehicles available to the railway undertaking on request. In the event of safety-related malfunctions, the parties will safeguard the data within 24 hours and make it available as soon as possible upon request.
- ProRail and its chain partners are committed to efficient chain management of the technically highly interwoven ERTMS that functions as a single whole, while the components of this system are managed by different parties. The aim of chain management is to handle incidents more quickly, prevent incidents and contribute to the controlled implementation of changes in the systems. For incident management, ProRail, in collaboration with the responsible parties, determines in consultation which parts of the ARR data, JRU data and RTM data must be exchanged for this purpose. The parties also assess whether and, if so, which parts of the data to be exchanged concern personal data and for what purposes this data may be processed. The parties ensure that personal data are only processed in accordance with relevant laws and regulations, including (but not limited to) the (U)GDPR. In that context, the parties determine in writing in consultation how they will deal with this.
- Transport data in the form of station relationship matrices for the purpose of railway infrastructure development in relation to the capacity demand of railway undertakings (origin destination) of an average working day, morning peak period, evening peak period, average weekend day and year). The railway undertaking shall cooperate if ProRail requests comparable data regarding the Dutch railway network for this purpose from the platform that carries out public transport transactions in the Netherlands (Translink) (see Appendix 8, item 2.1.6).
- Information provided by the railway undertaking on the number of passengers entering, leaving and transferring (per station and) per platform side for the purpose of testing for transfer risks for passengers in the field of platform safety, via the *Platform Safety Risk Model* (see <u>Logistics Portal</u>) or a further situational analysis (see Appendix 8, item 2.1.7).
- For the purpose of utilising marshalling yards up to ten years into the future, ProRail offers railway undertakings the opportunity to indicate their future intended use, so that ProRail can take this into account when building infrastructure at marshalling yards (see Appendix 8, item 1). To then carry out capacity analyses for the handling and (long-term) stabling of rolling stock at passenger yards, ProRail makes the ICT service Handling and Stabling Data and Information (BODI, see Appendix 23, item 5.2) available to all railway undertakings engaged in passenger transport.

Reports to meet the duty resting on railway undertakings to provide statistical data. Railway undertakings are under a legal obligation to provide statistical data about their traffic to the Central Bureau of Statistics (CBS). ProRail is prepared, following receipt of an authorisation to this effect by the railway undertaking, to furnish data available to ProRail directly to the Central Bureau of Statistics.

By means of the Access Agreement, railway undertakings and ProRail make further agreements on the modality of information transfer, both as prescribed by law and under the terms of the Access Agreement. Parties can determine in the Access Agreement that information that serves several purposes need only be supplied once by the railway undertaking.

Information requests ACM

Under the Railways Act, the ACM is charged with investigating the state of competition in the rail transport services market. The ACM requests ProRail to answer an annual questionnaire as part of the Transport Monitor and as part of the European Commission's Rail Market Monitoring (RMMS) and IRG Rail (Market Monitoring - IRG Rail) questionnaires. In order to minimise the administrative burden on the sector, the ACM requests the data centrally, directly from ProRail as much as possible.



## 4 Capacity allocation

## 4.1 Introduction

In this chapter, ProRail describes the procedures, rules and schedules drawn up with a view to realising an organised and fair capacity allocation process. Railway capacity is distributed in the form of train paths. The capacity allocation at marshalling yards and stabling yards (service facilities) is described in Chapter 77 of the relevant service facilities (section 7.3.5.3 *Capacity allocation at marshalling yards and stabling yards*). Since capacity allocation of train paths and capacity allocation at yards cannot be separated, these processes are synchronous in time. For Capacity *allocation principles on international rail freight corridors* (*Rail Freight Corridors*), see section 4.10.

## 4.2 Process description train path capacity allocation

## 4.2.1 Processes and definitions

## 4.2.1.1 Process in general

With regard to capacity allocation, three main processes can be distinguished:

## 1. Preparation timetabling process

In this phase, starting in July 2024 and ending in January 2025, titleholders will have the opportunity to consult with ProRail about capacity requests for train paths to be submitted for the timetabling process. Titleholders also have the opportunity to submit feasibility studies<sup>82</sup>. The prearranged train paths (also called PreArranged Paths, abbreviated PAP) on international freight corridors are finally published at x-11 months before the start of the timetable.

For a more detailed description of the timetabling process preparation phase, see section 4.5.0 *Preparation timetabling process*. The preparation of the timetabling process includes the forecast of expected requests for freight and private passenger transport (capacity reservations). For further information about this forecast and the process rules for the prearranged train paths on international freight corridors, see sections 4.5.1 *Schedule and process for the timetabling process* and 4.10 *Principles for capacity allocation on international freight corridors (Rail Freight Corridors)*.

## 2. Timetabling process

In the timetabling process phase, capacity requests for train paths from titleholders and capacity requests for pattern-based capacity restrictions<sup>83</sup> are processed into a normal timetable. If capacity requests from titleholders and/or pattern-based maintenance conflict with each other, programming and coordination<sup>84</sup> will take place.

The timetabling process relates to the normal timetable<sup>85</sup>. "Normal timetable" means the timetable at the level of recurring paths. By recurring paths, ProRail means a path that is requested at least eight consecutive weeks at the same time per traffic day (calendar day). Requests for train paths not covered by the normal timetable, such as extra trains at events and occasional trains, most therefore be submitted at the ad hoc stage.

For information on feasibility studies, see section 4.9.2 *TTR process elements*.

This concerns capacity for maintenance work as referred to in Article 53 of Directive 2012/34/EU and further explained in section 4.3.2.1 *Pattern-based maintenance*.

As referred to in Articles 45 and 46 of Directive 2012/34/EU.

<sup>85</sup> Section 4(2) in conjunction with Section 1 Railway Capacity Allocation Decree.



The timetabling process is recorded and communicated through a capacity allocation document per applicant, including any appendices and/or any references to DONNA, the application in which the planning and allocation takes place (see also Appendix 23, item 4.1). This states which capacity has been allocated to which applicant. This document becomes part of the Access Agreement agreed between titleholders and ProRail, in accordance with Section 59 Railways Act.

The titleholder then acquires the user right to the capacity assigned to the titleholder under the terms of the capacity allocation report. Once allocated, capacity cannot be transferred to another titleholder, with the exception of cases involving titleholders, not being railway undertakings, who have concluded a Capacity Agreement with ProRail. These titleholders shall leave the actual use of the capacity to a railway undertaking designated by them with which ProRail has concluded an Access Agreement (see section 3.3.3 Access Agreements with titleholders not being railway undertakings). For the timetabling process schedule, see section 4.5.1 Schedule and process for the timetabling process.

### 3. Ad hoc distribution

The ad hoc allocation provides for additions, changes or cancellations of the capacity allocated by ProRail in the timetabling process for the 2026 timetable. Two types of capacity requests can be submitted during ad hoc allocation: the late requests (for the schedule, see section 4.5.2 Schedule and process for late requests) and ad hoc requests (for the schedule, see section 4.5.3 Schedule and process for ad hoc requests).

For the principles used in the above processes, see section 4.5.4 Further description of the processes.

## 4.2.1.2 Definitions used

ProRail uses the following definitions for capacity allocation:

#### Rush hour

The peak period as mentioned in the Railway Capacity Allocation Decree<sup>87</sup> is specified by ProRail as follows: the period from 06:30 to 09:00 and from 16:00 to 18:30 on working days from Monday to Friday, except holidays.

## International public transport by night train

International public transport by night train<sup>88</sup> as referred to in the Railway Capacity Allocation Decree is further specified by ProRail as follows: international public transport where somewhere along the entire route the train is operated at night and passengers have the option of spending the night on the train. An international train operating at night abroad and in the Netherlands at the time of the day period is also considered international public transport by night train.

#### Other passenger transport

Other passenger transport as mentioned in the Railway Capacity Allocation Decree<sup>89</sup> is considered by ProRail to be part of the "other passenger transport" submarket in the Railway Capacity Allocation Decree and is specified as follows: Passenger transport by train, other than public transport, which is characterised by non-returning paths (an irregular timetable). Private passenger transport includes, but is not limited to: incidental party trains, tours, dinner trains, trains exclusively for a private party and museum trains.

<sup>&</sup>lt;sup>86</sup> Section 57(3) Railways Act.

Section 1 Railway Capacity Allocation Decree: "peak period: the two time periods of not more than 2.5 hours each on Monday to Friday during which a higher operating frequency is offered to passenger traffic than in the immediately preceding and subsequent time periods."

As referred to in Section 10(1)(d) Railway Capacity Allocation Decree.

<sup>89</sup> Sections 1 and 13 Railway Capacity Allocation Decree.

<sup>90</sup> Section 10(1)(m) Railway Capacity Allocation Decree.



## 4.2.2 Parties involved

The Railways Act and the Railway Capacity Allocation Decree provide further detailing of the provisions of Directive 2012/34/EU in order to allocate the capacity in a fair, reasonable and non-discriminatory manner.

All parties that meet the conditions described in section 3.2.1 *Requirements for requesting capacity* can request capacity for the 2026 timetable. Applicants for capacity for the 2026 timetable agree to the procedures, regulations and schedules for handling of all capacity requests contained in this Network Statement. Applicants also agree that ProRail will inform the other applicants of the requested capacity and the identity of the applicants involved in a conflicting request for traffic capacity. This information shall be treated confidentially by the parties concerned.

## 4.2.3 Submitting requests for train paths

Requests for a train path can be submitted to ProRail - depending on the type of request - in the following ways:

For passenger and other transport, other than freight transport:

- Via the Order Portal (see section 5.3.1 *Train path* and Appendix 23, item 4.1).
- By means of an own application via the Common Interface based on TAF/tap TSI specifications (see section 5.3.1 *Train path* and Appendix 23, item 4.1).
- In another form to be agreed with ProRail, for example by sending a message to <a href="mailto:capaciteitsverdeling@prorail.nl">capaciteitsverdeling@prorail.nl</a>.
- By means of a timetable designed in the DONNA application (see section 5.3.1 *Train path* and Appendix 23, item 4.1).

## For freight transport:

- Via the Order Portal (see section 5.3.1 Train path and Appendix 23, item 4.1).
- By means of an own application via the Common Interface based on TAF/TAP TSI specifications (see section 5.3.1 *Train path* and Appendix 23, item 4.1).
- In another form to be agreed with ProRail.

Specifically for the timetabling process, use can be made of the Path Coordination System application for international capacity requests (PCS, see Appendix 23, item 4.2.1). Use of the PCS application is compulsory when requesting PreArranged Paths from the Corridor One-Stop-Shops (see below in this section).

To alter or cancel train paths, the above options can also be used (see also section 4.8 *Alterations to allocated train paths*). <sup>91</sup> The requests are checked by ProRail for completeness and correctness of the required data. If necessary, the applicant will be given the opportunity to amend and/or supplement the request within a specified time limit.

For information on submitting requests for stabling and shunting capacity at marshalling yards, see sections 7.3.5.3.2 Schedule and process for the timetabling process at marshalling yards, 7.3.5.3.3 Schedule and process for late requests 7.3.5.3.4 Schedule and process for ad hoc requests and 7.3.5.3.10 Procedure for use of the Kijfhoek shunting hump.

### Requests for train paths for instructions by ProRail

Train paths subject to the user charge exemption scheme<sup>92</sup> (due to instructions by ProRail) can only be requested on the basis of a timetable entered in DONNA by the applicant or on request via the Order Portal and/or via the service 'Capacity requests in accordance with the TAF/TAP TSI standard'.

PCS is not available in the ad-hoc phase.

A zero rate applies to trains for management on behalf of ProRail. See section 5.3.1 *Train path* (item 4.2 of the table), 5.3.3 *traction power supply* (item 4.2 of the table) and 5.4.3 *Facilitating Exceptional Transport* (item 4.2 of the table).

## International requests93

For international requests, a titleholder shall apply for a train number via DB InfraGo or Infrabel and state this train number in the request. This applies to both the annual timetable phase and the ad hoc phase. The Procedure for requesting an international train number can be found on the <a href="Logistics">Logistics</a>
<a href="Portal">Portal</a>.

The use of PCS is mandatory for requesting prearranged freight paths (PreArranged Paths) and for international capacity requests. If a titleholder submits separate national requests to different infrastructure managers, the titleholder itself is responsible for coordinating the requests in terms of border-crossing time and traffic days. ProRail will in that case only offer its own national section as capacity. If a titleholder submits a request to ProRail via multiple systems, PCS is leading.

## 4.2.4 One-Stop-Shop

A network of One-Stop-Shops (OSS) represents the infrastructure managers and railway capacity allocation authorities in international traffic. In order to request an international train path in the PCS application, a railway undertaking need only contact a One-Stop-Shop of the country of departure, which will then initiate the entire international coordination process.

For a list of the contact particulars of the One-Stop-Shops, go to the <u>RailNetEurope website</u>. To contact the ProRail One-Stop-Shop:

organisation: ProRail, Capacity Management

Capacity Allocation Department

postal PO Box 2038 address: 3500 GA Utrecht office Moreelsepark 3 address: 3511 EP Utrecht

*phone:* +31 (0) 88 231 3457 (Exceptional Transport)

email: <a href="mailto:oss@prorail.nl">oss@prorail.nl</a> (standard)

oss-bv@prorail.nl (Exceptional Transport)

ProRail

## 4.3 TCRs

ProRail is responsible for maintaining the main railway network and implementing the expansion of the main railway network. For the procedure followed in terms of determining TCRs, ProRail distinguishes between pattern-based capacity restrictions and incidental TCRs (see section 4.3.2 *Types of TCRs*).

## 4.3.1 General Terms & Conditions

- a. ProRail, together with titleholders, ensures a transparent and efficient process, taking into account the operational and commercial interests of the parties involved.
- b. When considering the various implementation variants, ProRail takes into account its own costs and the operational and commercial consequences for titleholders, including the continuity of operating processes at marshalling yards (for freight processes and the service and maintenance of railway vehicles), and the consequence that the choice may lead to a different mode of transport or substitute stabling and handling capacity.
- c. Determining TCRs affecting international train traffic is the subject of coordination between ProRail and neighbouring infrastructure managers. The infrastructure managers concerned aim to ensure that the location, duration and timing of TCRs are determined in such a way as to minimise

A request for an international train path is a request that contains at least one foreign timetable point or that contains at least one border point.



nuisance to international train traffic. To minimise this nuisance, the infrastructure managers concerned shall ensure that cross-border rerouting routes are available and shall schedule work simultaneously on both sides of the border wherever possible.

- d. ProRail may agree on financial compensation for titleholders within the framework of establishing TCRs as described in section 4.3.2.2 *Incidental TCRs*, taking into account what is stated in section 4.3.2.3 *4.3.2.3 Ad -hoc capacity for TCRs* and 5.6.6 *Compensation scheme planned TCRs*. Titleholders may be eligible for financial compensation if an update or addition to previously published incidental TCRs is made subject to what is stated in sections 4.3.2.3 and 5.6.7 *Financial compensation when ad hoc capacity is withdrawn for work*.
- e. The railway undertaking shall ensure that railway vehicles stabled on tracks earmarked for a TCR are removed before the start of the TCR unless otherwise agreed (and recorded in Btd-planner, see Appendix 23, item 6.1). See also section 7.3.5.3.1 *Principles*.

## 4.3.2 Types of TCRs

ProRail distinguishes two types of TCR for works on or near the infrastructure:

- 1. Pattern-based TCRs94 for:
  - a. Pattern-based maintenance (also referred to as weekly maintenance in the *Procedure Book* and work instructions).
  - b. Inspection ((video) inspection trains).
- 2. Incidental TCRs<sup>95</sup> for:
  - a. Replacement and/or renewal projects including the necessary supply, removal and work trains.
  - b. Function expansion projects, including the necessary supply, removal and work trains.
  - c. Works for third parties, e.g. when making changes to railway crossings.
  - d. Management work, including system tests and safety drills.

### 4.3.2.1 Pattern-based TCRs

Requesting the capacity required for pattern-based maintenance, video trains and other measurement trains follows the same process as requesting train paths during the timetabling process (see section 4.2.1 *Processes and definitions*).

### 4.3.2.1.1 Pattern-based maintenance

The required capacity for pattern-based maintenance is determined in terms of volume, frequency and location (route sections/marshalling yard). This is entered in Btd-planner. The Btd-planner shows the status of pattern-based maintenance including agreements on the stabling of railway vehicles (see section 7.3.5.3.1 *Principles*) and deactivating the power supply. Pattern-based maintenance is also included in DONNA. The BTD-planner is leading if there are differences between the two systems.

## 4.3.2.1.2 Video inspection train and other inspection trains

The required capacity for the video inspection trains is determined during the timetabling process phase. The required capacity for other measurement trains (it concerns incidental trains) cannot be planned during the timetabling process and is therefore published separately in this phase as a capacity reservation. This capacity reservation is only substantively processed during the ad hoc allocation based on the established priority rules included in the *Capacity for Management Procedure Book* on the <u>Logistics Portal</u>.

## 4.3.2.2 Incidental TCRs

Establishing incidental TCRs involves the following process steps:

This concerns capacity for the purpose of maintenance work as referred to in Article 53 of Directive 2012/34/EU.

<sup>95</sup> This concerns incidental TCRs as referred to in Articles 8, 12 and 14 of Annex VII of Directive 2012/34/EU.



## 1. Drawing up principles for the planning of TCRs

The principles for establishing TCRs are described in the *Corridor Book 2026*, which can be found on the <u>Logistics Portal</u>.

## 2. Announcing the proposed TCRs

ProRail will announce the intended TCRs prior to the start of consultation with titleholders. These TCRs can be announced per project, per route section or for the entire railway network and can be traced back to the project level.

## 3. Consultation on TCRs

During consultation on the proposed TCR, the titleholders concerned can request changes. The titleholders involved will provide insight into their interests and can make proposals for solutions. ProRail investigates whether and how the interests of titleholders can be met and makes this transparent. This may lead to further consultation.

To better assess the impact of incidental TCRs for both titleholders and contractors, ProRail consults with stakeholders on the phasing of major projects and programming of major TCRs before the start of the formal timetabling process. These agreements are published on the <u>Logistics Portal</u> and are the starting point for the timetabling process described in this section. Since the determination and publication of incidental TCRs takes place over a period of several years, titleholders are consulted if they have an Access or Capacity Agreement with ProRail at that time.

## 4. Determining the TCR

After completion of the consultation, the TCR will be published. This is done by sending a capacity allocation document to the relevant titleholders. The information is also published on the <u>Logistics</u> Portal.

When determining TCRs, major public events are taken into account as much as possible. Titleholders must therefore make these events known during the consultation on the TCR. The submit event request process is laid down in Chapter 5 of the Corridor Book 2026.

If, as a result of a TCR, there is competition between pattern-based maintenance and traffic to be rerouted, the pattern-based maintenance will lapse. This is unless the number of remaining moments (frequency/interval) results in too few regular maintenance moments.

## 4.3.2.2.1 Categories of TCRs

The four different categories of TCRs for traffic are defined in Table 4.1<sup>96</sup>. This table also shows the moment at which TCRs are coordinated with neighbouring infrastructure managers.

Table 4.1 Categories of TCRs

Category	Capacity restriction with	Duration of consecutive TCR	Impact on the train traffic	Coordination with neighbouring inframanagers
Z	Very significant impact on traffic	More than 30 days	More than 50% of daily expected traffic affected	18 months before start of new timetable

As referred to in Annex VII to Directive 20112/34/EU.

G	Major impact on traffic	More than 7 days	More than 50% of daily expected traffic affected	13.5 months before start of new timetable
М	Medium impact on traffic	7 days or less	More than 50% of daily expected traffic affected	13.5 months before start of new timetable
			anecteu	
В	Limited impact on traffic	Not determined	More than 10% of daily expected traffic affected	Not determined

Table 4.2 shows at which moment a certain type of TCR is published for a relevant timetable year.

Table 4.2 Publication times TCRs

Table 4.2 Publication times TCRS				
Category	Capacity restriction with	December 2024	August 2025	December 2025
Z	Very significant impact on traffic	2nd publication 2026 1st publication 2027	Not an issue	2nd publication 2027 1st publication 2028
G	Major impact on traffic	2nd publication 2026 1st publication 2027	Not an issue	2nd publication 2027 1st publication 2028
М	Medium impact for traffic	Publication 2026	Not an issue	Publication 2027
· · · · · · · · · · · · · · · · · · ·				
В	Limited impact on traffic	Not an issue	Publication 2026	Not an issue

In addition to the publications, Btd-planner system always indicates the current status of the capacity required by ProRail for TCRs.

In the long-term planning (at least 36 months prior to execution) of major maintenance or renewal of the infrastructure, ProRail will consult with the titleholders on an annual basis in order to take their opinions into account as much as reasonably possible.

The chapters below describe in more detail how ProRail handles TCRs.

## 4.3.2.2.2 Publish TCRs 24 months before the start of the new timetable

At least 24 months before the start of the new timetable, ProRail shall publish, via the capacity allocation document<sup>97</sup>, the TCRs from categories Z and G from the tables above (see the <u>Logistics Portal</u>).

At the request of titleholders, ProRail shall provide at least two alternative implementation variants for a TCR from category Z during the first consultation round.

#### The publication contains:

- The duration of the TCR.
- The route section to which the TCR applies.
- The planned days.
- The part-day and start & end times as soon as these are known.

## 4.3.2.2.3 Publishing TCRs 12 months in advance

At least 12 months before the start of the new timetable, ProRail shall publish the following TCRs for works via the capacity allocation document (see the <u>Logistics Portal</u>):

- 1. The updated TCRs from category Z and G.
- 2. Additional TCRs with very significant or major consequences for train traffic. These are TCRs which became known after the first publication.
- 3. TCRs from category M.

## This publication contains:

- The duration of the TCR.
- The capacity claim (the withdrawn tracks)
- The planned days.
- The part-day and start & end times.

ProRail will consult the titleholders prior to this publication.

## 4.3.2.2.4 Publishing incidental TCRs 4 months in advance

ProRail publishes the TCRs from category B four months before the start of the new timetable. The publication of these TCRs includes:

- The duration of the TCR.
- The capacity claim (the withdrawn tracks).
- The date
- The start and end time

ProRail can submit these incidental TCRs to titleholders no later than six months and fifteen days before the start of the new timetable.

## 4.3.2.2.5 Details offered train paths

Details of the pattern-based train paths to be offered as a result of TCRs shall be given for passenger trains no later than four months before the start of the incidental TCR and for freight trains no later than four weeks before, unless ProRail and the relevant applicants agree a shorter time on an ad hoc basis. In order to be able to offer the train paths in question on time and in accordance with the agreed specifications, ProRail manages the rescheduling of traffic as a result of TCRs (PreVAB process<sup>98</sup>, published four months prior to performance (pattern-based train paths), and the VAB process, publication at one month before performance unless involved applicants and ProRail agree otherwise).

<sup>&</sup>lt;sup>97</sup> This document (a letter with annexes) is published at the Logistics Portal, at the individual parter page of the titleholder.

VAB = Traffic for management. For further explanation, see also Appendix 2 Glossary



How this is done is described in section 4.8.2 *Alterations to allocated train paths by the infrastructure manager*.

## 4.3.2.3 Ad hoc capacity for TCRs

### 4.3.2.3.1 Changes or supplements to publications

Additional incidental TCRs may be established after the publication moments at 12 or 4 months before the start of the timetable, respectively, if:

- A. There is a disruption or restriction that requires ProRail to take measures to restore the safe running of train traffic, or if irregularities are likely to occur that make it impossible to comply with laws and regulations or endanger safe and undisturbed train traffic;
- B. ProRail has no control over the timing of the restoration and therefore the duration of the restriction (restoration is not immediately possible);
- C. The application of publication deadlines would be irresponsible or not cost-effective in light of service life or condition;
- D. Or if titleholders agree to other additional incidental TCRs.

How titleholders will be involved in this adjustment and whether there will be financial compensation is described below. A flowchart with the consideration criteria can be found on the <u>Logistics Portal</u> (*Method of determining ad hoc capacity*).

## 4.3.2.3.2 Disturbances and restrictions as well as potential irregularities

There may be a disruption or restriction that requires ProRail to take measures to restore the safe running of train traffic. Such a situation may occur acutely/per immediately and is always unforeseen. ProRail will inform railway undertakings immediately and, if possible, coordinate restrictions to minimise the impact in terms of customer nuisance. If ProRail provides a replacement train path as a result of the restriction, the additional kilometres of the replacement train path compared to the original train path will be compensated, see section 5.6.7.1. Section 6.3 *Intervention measures* describes how and with what principles ProRail restores disruptions and restrictions.

Irregularities<sup>99</sup> may also potentially threaten safe and undisturbed train traffic<sup>100</sup> and require recovery works at very short notice to restore the condition of the infrastructure to the required level. In addition, at the request of the competent authority, the infrastructure may be declared temporarily unusable if laws and regulations cannot be complied with. ProRail will inform railway undertakings immediately and, if possible, coordinate restrictions to minimise the impact in terms of customer nuisance. If ProRail provides a replacement train path as a result of the restriction, the additional kilometres of the replacement train path compared to the original train path will be compensated, see section 5.6.7.1.

## 4.3.2.3.3 Restoration is not immediately possible

After analysing the work required to restore a disruption, it may turn out that an infrastructure element cannot be restored immediately. As a result, a TCR may apply. 101 ProRail notifies the titleholders of this, shares on request a justification of the TCR and ensures that the infrastructure element is restored as soon as possible. Coordination is performed to minimise the impact of this restriction. If ProRail provides a replacement train path as a result of the restriction, the additional kilometres of the replacement train path compared to the original train path will be compensated, see section 5.6.7.1.

## 4.3.2.3.4 Postponement until next publication not justified

There may be works and associated incidental TCRs that are not foreseeable and cannot wait until the next publication because postponement is irresponsible or not cost-effective in the light of the lifetime or condition of the infrastructure. Titleholders are consulted on the basis of a written justification of usefulness and necessity, accompanied by the deadline by which works should be carried out. Part of the consultation, in order to minimise the impact on titleholders, is the submission of various

<sup>&</sup>lt;sup>99</sup> For example, on the basis of an ultrasonic report, observations made during inspections, reports made and so on.

<sup>100</sup> This constitutes a further specification of the "in case of emergency" situation as referred to in Article 9.5 of the General Terms Conditions.

For example, a Temporary Infrastructure Restriction (RIB) as the clamping of points or a Temporary Speed Restriction (TSB).



implementation variants and different implementation times. If ProRail provides a replacement train path as a result of the restriction, the additional kilometres of the replacement train path compared to the original train path will be compensated, see section 5.6.7.1.

#### 4.3.2.3.5 Other additional TCRs

TCRs that do not fall into the categories described above will be submitted to the titleholders with a written substantiation. To minimise the impact on the titleholders, various implementation variants and implementation times may be discussed. The adoption of these TCRs can only take place after the agreement of titleholders affected by this adjustment. If ProRail provides a replacement train path as a result of such a restriction, the additional kilometres of the replacement train path compared to the original train path will be compensated, see section 5.6.7.1. In addition, when this TCR is agreed, compensation will be provided on the basis of the agreement scheme, see section 5.6.7.2.

If there is no consensus, the dispute will be resolved in accordance with the regulation on the settlement of disputes as set out in section 4.5.5 within ten working days of its submission. A dispute about the compensation will be settled in accordance with Appendix 4 of the Network Statement, Complaints and Disputes Procedure.

## 4.4 Application of framework agreements

No Framework Agreement was applicable for the 2026 timetable at the time of publication of this Network Statement.

## 4.5 Capacity allocation process

## 4.5.0 Preparation timetabling process

Preparation of the timetabling process runs from July 2024 to January 2025. This preparation process tests whether the timetable desired by titleholders for 2026 can be made to fit the infrastructure available in early 2026. It is also possible - in addition to the changes resulting from the medium-term process (MLT process, see section 2.6.1 *Functional change process* and the <u>Logistics Portal</u>) - to explore desired adjustments compared to the existing timetable with stakeholders. These adjustments may be prompted by experiences during the current timetable. Requests for feasibility studies can also be handled (see section 4.9.2 *TTR process elements*).

Titleholders participating in this process have the opportunity to consult with ProRail and other titleholders - prior to the timetable requests they submit - on these requests. This is particularly important when those requests have a pattern-based character. During the preparation of the timetabling process, ProRail will investigate whether the various proposed pattern-based requests and the additional wishes of the titleholders can be accommodated in the new timetable to be drawn up for 2026. If this is not the case, the relevant situations will be determined as 'agree to disagree'. That is, a file will be made describing this as 'agree to disagree' with the views of the parties involved. This file can be used during the timetabling process to seek solutions to conflicting requests. The results of the preparation of the timetabling process are fed back to the MLT process for information purposes.

#### Offer of PreArranged Paths

Prior to the capacity allocation process, the infrastructure managers in Europe cooperating in the rail freight corridors present a programme of PreArranged Paths. The PreArranged Paths are published on the website of the corridor organisation for which the relevant PreArranged Paths are intended. This publication takes place in January 2024, after which the PreArranged paths are treated as determined within the context of the further allocation process. For the capacity allocation principles applicable to international freight corridors, see section 4.10.



## 4.5.1 Schedule for the timetabling process

Prior to the start of the timetabling process in mid-March 2025, the detailed methodology for the 2026 timetabling process will be explained through the Allocation Table through the *Start document 2026 timetabling process* (see the <u>Logistics Portal</u>).

Table 4.3 Schedule for the timetabling process<sup>102</sup>

	Table 1.6 Concade for the timetability process				
Act	ivity	Date			
Sul	Submitting requests				
a.	DONNA file open for requests	To be determined via the Allocation Table in January 2025			
b.	Closing date for timetable requests for train paths (national & international) and determination of required capacity for pattern-based TCRs	14/04/2025			
C.	Intake requests	15 to 25/04/2025			
Scheduling and coordination					
d.	Start of scheduling and coordination	15/04/2025			
e.	RNE Technical Meeting	9 to 12/06/2025			
Consultation on draft timetable					
f.	Draft timetable ready for consultation	07/07/2025			
g.	Closing date consultation responses	08/08/2025			
Determining the capacity allocation					
h.	Determining the timetabling process	25/08/2025			

After receiving the timetable requests, programming and coordination <sup>103</sup> for the 2026 timetabling process will start. The result of the programming and coordination will be laid down in a draft timetable, which will be presented to titleholders for consultation on 7 July 2025. Standard goods paths have been established for freight transport. This is detailed in Appendix 22 *Standard freight paths*. The standard freight paths play a role when the prioritisation as included in the Railway Capacity Allocation Decree is applied.

In the case of international capacity requests, ProRail coordinates with the other infrastructure managers in Europe during the programming and coordination process. This involves the harmonisation of border times, running days and train characteristics, among other things. This process is further detailed in the RNE document *RNE Process Handbook for International Path Allocation for Infrastructure Managers*, available for consultation on the RailNetEurope website. In addition, ProRail coordinates with neighbouring terminals on applications on the Havenspoorlijn where necessary.

#### Reserved capacity

ProRail uses realisation figures, prognoses and the required flexibility to prepare an estimate of the expected requests for freight transport and private passenger transport in the period from 06:00 to 24:00. This estimate secures the required standard freight paths for the timetable requests and the required capacity for ad hoc requests in accordance with Section 13(3) Railway Capacity Allocation Decree. The estimate is made in several steps (all steps only for daytime between 06.00 and 24.00):

- 1. The realisation figures per freight corridor (between 06.00 and 24.00) of the last full calendar year are increased by 50%.
- 2. This arithmetical estimate is adjusted according to a number of predefined basic principles:
  - a. On Kijfhoek Venlo vice versa, additional freight paths are taken into account in connection with the construction of the third track Emmerich Oberhausen. As a result, there is less capacity available on the Betuweroute. The exact number of freight paths will be made known in the estimate.

The schedule is internationally aligned through RailNetEurope.

As referred to in Articles 45 and 46 of Directive 2012/34/EU. See also Appendix 2 Glossary.

- b. The minimum number of estimated standard freight paths on national sections is 3 freight paths during the daytime if there is no alternative route, ensuring a reasonable spread between 06:00 and 24:00 taking the peak period into account.
- c. The minimum number of estimated standard freight paths on international corridors is 4 paths during the daytime if there is no alternative route, ensuring a reasonable spread between 06:00 and 24:00 taking the peak period into account.
- 3. The estimate will be adjusted on the basis of prognosis figures if there is reason to do so.
- 4. The estimate will be consulted via the Allocation Table before the closing date for timetable requests. If the need of the titleholders for reserved standard goods paths is higher than included in the estimate, the titleholders can substantiate their need. ProRail can then adjust the estimate on the basis of the substantiated needs of the titleholders.

The reserved freight paths resulting from the timetabling process remain reserved for the intended use until one day before performance.

## Programming

During scheduling, ProRail identifies the situations in which requests compete with each other and/or with the capacity required for pattern-based TCRs in weekly TCRs.

### Coordination

ProRail initiates coordination in cases where conflicting requests are identified.

As a first step in the coordination, ProRail has the possibility to propose changes to the original request within the following preconditions with a view to efficient and feasible use of capacity and honouring as many requests as possible:

- General preconditions:
  - Track changes are possible only with retention of function.
  - Train characteristics (traction, tonnage, length, type of railway vehicle) are not changed
- Specific preconditions for passenger trains:
  - Changes in time are only possible up to a maximum of five minutes and when they do not result in the additional use of railway vehicles or staff.
  - No stops are added or changed.
  - No connections may be broken.
- Specific preconditions for freight trains:
  - Changes cannot lead to the elimination or relocation of stops,
  - The departure time requested for freight trains for a train path can be change by ProRail by moving the train to one of the standard freight paths<sup>104</sup> included in the request file with the aim of creating a conflict-free situation.
  - The adjustment of timetable speeds if the train with the same locomotive/wagon combination can also achieve that speed on another part of the route section, and the infrastructure can accommodate such.
  - The border-crossing times for international trains agreed upon with the context of RNE are maintained.

Applicants are informed by ProRail of changes to the request within the preconditions.

If no suitable solution is found within the preconditions, the second step follows and coordination consultations are initiated for conflicting requests. The following principles apply during these coordination consultations:

Coordination consultations for the timetabling process take place with authorised parties.
 Authorised parties are the persons (representatives) delegated by the titleholder in the context of this process who are sufficiently authorised to bind the titleholder. The status of coordination consultations is shared at the Allocation Table.

For an overview of the standard freight paths and their specifications, see Appendix 22.

- 2. The identified conflict situation is communicated to all applicants involved. 105
- 3. The applicants involved are invited for further consultation on the situation, possibly on the basis of a coordination proposal by ProRail.
- 4. All applicants involved are invited to submit proposals for solution.
- Solutions must fit within the usability of the railway infrastructure, taking into consideration <u>planning</u> <u>norms</u>, <u>DONNA local particulars</u> and user restrictions with respect to noise, rail safety, transfer safety and the environment.
- 6. The objective is to find solutions in which the capacity request is granted as much as possible, the commercial and operational relationship within the requested capacity is disrupted as little as possible, and the economic consequences of deviations from the requested capacity are as limited as possible. The statutory priority rules need not yet be applied in seeking solutions.
- 7. Should deviation from the border-crossing time be necessary as a part of the programming and coordination, a new border-crossing time is coordinated with the relevant infrastructure manager and offered to the railway undertaking as a part of the programming and coordination proposal.
- 8. The proposals presented by ProRail are compatible with the timetable measures as included in capacity enhancement plans.
- 9. ProRail may try to reach agreement on the basis of increasing the user charge. The increase is calculated in accordance with section 5.6.5.1 *Scarcity surcharge*.

Congestion statement and prioritisation based on laws and regulations
If the applicants involved and/or ProRail cannot reach agreement, ProRail issues a congestion statement and sets the capacity allocation in accordance with laws and regulations. 106 ProRail applies in certain situations the prioritisation based on Section 10a and Section 11 Railway Capacity Allocation Decree. These sections provide for a prioritisation based on respectively noise and transport value if the conflicting capacity requests occur within the same sub-market and are implemented by ProRail as follows:

- Application Section 10a Prioritisation based on railway vehicle category
  - o ProRail determines in which railway vehicle category the railway vehicle of the requests involved in the conflict falls. For this purpose, use is made of Annex IVf of the Environmental Regulations, which classifies the railway vehicle types operating on the Dutch main railway network into twelve railway vehicle categories. If an applicant uses (new) railway vehicles that are quieter than the existing railway vehicle categories and the emission figures of these (new) railway vehicles are determined in accordance with procedure B in the Technical Regulations on Emission Measurement Methods for Rail Traffic 2006, the applicant itself must report this to ProRail during the coordination consultations.
  - If the railway vehicle falls in the same rail vehicle category, ProRail considers the emission numbers to be equivalent and cannot prioritise.
  - If the railway vehicle falls in different railway vehicle categories, the request for the train falling in the category with the lowest noise level (calculated at wagon/coach level) takes precedence.<sup>107</sup>
- Application Section 11 Prioritisation on the basis of transport value for passenger trains
   Under this section, priority must be given to the request that minimises the travel time of the
   passengers involved in the Netherlands, weighted according to passenger numbers. For each
   requested train path involved in the conflict:
  - o the requested distance on the ProRail network in kilometres is determined (= distance) and translated into the distance factor according to the table below.

<sup>105</sup> If further substantiation/data is requested for the coordination process, these data may be considered as confidential by the applicant concerned.

Sections 8 to 13 Railway Capacity Allocation Decree.

If an applicant uses (new) railway vehicles that are quieter than the existing railway vehicle categories and the emission figures of these (new) railway vehicles are determined in accordance with procedure B in the Technical Regulations on Emission Measurement Methods for Rail Traffic 2006, the applicant itself must report this to ProRail during the coordination consultations.

Table 4.4 Requested distance

Distance on the ProRail network	Distance Factor
Up to 99 km	1
Between 100 and 199 km	2
Above 200 km	3

- o the number of requested days of operation for the relevant timetable year is determined. This number is between 1 and 365 days (= running days);
- determines the number of wagons/coaches making up the train path requested. When doubledeck rolling stock is used, this number of wagons is increased by 50% (= the number of wagons);
- o the speed category determined on the basis of the table below:

Table 4.5 Speed categories

Maximum speed on the train path	Speed Factor
Up to 140 km/h	1
Between 141 and 200 km/h	2
Between 201 and 250 km/h	3
Between 251 and 300 km/h	4

For each train path, the 'transport value' is determined according to the formula below:

<u>Transport value</u> = Distance factor x number of wagons x speed factor x number of requested running days.

The request with the highest transport value is given priority.

## Additional priority rules

If the priority rules are insufficiently distinctive, the following rules apply, stated in order of priority:

- a. Solutions that use capacity as efficiently as possible to accommodate the highest number of requests take precedence over solutions that can accommodate fewer requests.
- b. Transport takes precedence over traffic. This means that trains intended for the commercial transport of passengers or freight have priority over trains (passengers or freight) that are not commercial transport (empty stock runs).
- c. On the centrally controlled area of Venlo marshalling yard, freight trains with onward traction or that change direction there take precedence over freight trains only changing locomotives on the route Eindhoven Venlo Grens (vice versa).
- d. Through trains on the Betuweroute have priority over non-through trains (trains with an intermediate stop or turning trains).
- e. Trains with a high(er) frequency (the number of days per year the train runs) have priority over trains with a low(er) frequency.
- f. Trains travelling the greatest total distance per (international) route have priority over trains travelling a shorter distance.

Process rules for the allocation of prearranged train paths on the international rail freight corridors. The process rules around the allocation of prearranged train paths on the international rail freight corridors are defined in Book 4 of the Corridor Information Document of the freight corridors. When allocating capacity on the prearranged train paths (PAPs), the infrastructure managers of the Rail Freight Corridors apply the rules set out in the document Decision of the Executive Board of the Rail Freight Corridor adopting the Framework for capacity allocation. This makes this part of the available capacity available to the international Rail Freight Corridors even before the start of the timetabling process. This capacity is offered to titleholders by these European parties. For further information, see section 4.10 Principles for capacity allocation on international rail freight corridors.



## 4.5.1.1 Capacity allocation during works between Emmerich and Oberhausen Oberhausen

From 2 November 2024 to 17 May 2026, DB InfraGO will work consecutively on the construction of the third track between Emmerich Grens and Oberhausen. This will have a major impact on international passenger and freight traffic. Among other things, the works will lead to TCRs on DB InfraGO's main railway network and the route section Emmerich – Zevenaar vice versa. In connection with these works, the following applies with regard to capacity allocation.

Train paths on the domestic rerouting routes for international traffic

To facilitate the expected capacity requests during the TCRs for the segments standard freight transport, (to be rerouted) international high-speed transport and international public transport, the following operating frequencies apply on the following routes for the mentioned segments during the periods of double-track obstructions between Emmerich and Oberhausen.

Table 4.6 Train paths per hour per direction for international traffic

Trajectory	Number of train paths per hour
Kijfhoek – Breda Aansluiting	4
Breda Aansluiting – Tilburg Aansluiting	5
Tilburg Aansluiting – Venlo	4
Amersfoort – Oldenzaal	2

Capacity at border crossings during periods with rerouting

During periods with rerouting, the following (absolute) maximum numbers<sup>108</sup> per segment apply at border crossings.

Partial single-track obstruction between Emmerich and Oberhausen

The train numbers per segment for the Zevenaar East and Oldenzaal border crossings during a partial single-track obstruction between Emmerich and Oberhausen are listed in the '80-week' folder on the Logistics Portal.

Double-track obstruction between Emmerich and Oberhausen

The train numbers per segment for the Venlo, Zevenaar East and Oldenzaal border crossings during a double-track obstruction between Emmerich and Oberhausen are listed\_in the '80-week' folder on the Logistics Portal.

ProRail only divides (rerouted) international freight trains, (rerouted) international high-speed transport and (rerouted) international public transport in the time slots of standard freight paths.

Due to domestic or foreign works, the train numbers per segment listed in the documentation on the Logistics Portal may vary on weekends and during periods of weekly maintenance. Environmental (including noise) and safety (including rail and transfer safety) standards may also lead to a deviation from the listed numbers.

## 4.5.2 Schedule and process for late requests

Late requests are in fact a special category of ad hoc requests. These are applications submitted to ProRail after 14 April 2025 - the closing date for timetable requests - and before 14 October 2025. After determination of the final timetabling process on 25 August 2025, late requests will be considered in order of receipt. An offer will be made to the titleholder between 26 August 2025 and 6 November 2025.

The capacity requested via the late requests - including ad hoc requests submitted from 14 October to 5 November 2025 - shall be definitively allocated by ProRail by 11 November 2025 at the latest. For

These numbers are taken from the 'Verkehrsartenmix' established by DB InfraGO for during the 80-week single-track obstructions on this route section.



requests made after 5 November 2025, the regular response times and procedures apply as described in section 4.5.3 *Schedule and process for ad hoc requests*.

## 4.5.3 Schedule and process for ad hoc requests

The first day of requests for ad hoc capacity is 14 October 2025. ProRail shall respond to ad hoc requests within five working days at the latest and shall, upon request, provide information on the capacity still available for ad hoc requests within the timetable. For international ad hoc requests the response time depends on coordination with neighbouring infrastructure managers.

Principles for capacity allocation in the ad hoc phase

ProRail uses a possibility offered in the TAF/TAP TSI, namely the PreAccepted Offer, when processing ad hoc requests. This means in practice that the train path offer is automatically valid without subsequent approval by the titleholder. If the titleholder disagrees with the offer, this must be reported to the One-Stop-Shop within five working days via the email address OSS@prorail.nl.

In the ad hoc phase, the first come first served principle applies, whereby the timing of the request is leading. Requests that can be accommodated without conflict within the already allocated capacity will be allocated by ProRail. Requests that cannot be accommodated within the already allocated capacity without conflict can only be accepted if holders of already allocated capacity allow changes so that a new request can be accommodated without conflict. ProRail may be asked to mediate in conflicts but has no means of enforcing the changes required to enforce any required changes. It may arise that capacity rights that have been allocated to two titleholders prove to be conflicting due to circumstances (e.g. due to changes in the railway infrastructure and TCRs). In that case, capacity will be reallocated under management of ProRail in the VAB process. <sup>111</sup> For further details of the PreVAB and VAB process, see section 4.8.2 Alterations to allocated train paths by the infrastructure manager.

## 4.5.4 Further description of the processes

Section 4.2 *Process description train path capacity allocation* contains an overview of the processes involved in the (preparation of) capacity allocation. These processes use criteria based on laws and regulations and infrastructure capabilities. These criteria are explained in more detail in this section.

a. When allocating capacity, ProRail takes into account not only the physical capacity. but also the characteristics of the infrastructure as set out in section 2.3 *Infrastructure description*, the user restrictions as set out in section 2.4 *User restrictions* and the user restrictions resulting from risk assessments carried out pursuant to the Railway Safety Directive.

Under the Railway Safety Directive<sup>112</sup>, risks must be identified and changes to capacity allocation from a previous year must not lead to an unsafe(er) situation. The risk assessments are carried out by ProRail. This is usually already done in the MLT phase (at product steps, see section 2.6.1 Conversions process) but they can also take place at a later stage. In these risk assessments, ProRail considers risks in the areas of traction power supply, track stability and level crossing safety, among others. This assessment is carried out by ProRail's experts. If risks have been identified in the areas of track stability, traction power supply and level crossing safety that require further study a standstill policy applies. This policy means that the safety risks from the existing load on the track in recent years may not be increased. In principle, ProRail determines this

A request for an international train path is a request that contains at least one foreign timetable point or that contains at least one border point.

The term PreAccepted Offer comes from the TAF/TAP TSI. In principle, including in the ad hoc phase, ProRail must offer the titleholder a train path with draft status in response to its capacity request. The titleholder must then explicitly reject or approve this offer. As this procedure is not yet systematically possible, ProRail uses an alternative offered by the TAF/TAP TSI. This concerns the PreAccepted Offer for which the approval process does not have to be completed.

VAB = Traffic due to Management, see also Appendix 2 *Glossary*.

Article 9(3)(e) of the Railway Safety Directive (Directive 2016/798/EU) and Article 3.1.2.1 of Regulation 2018/762/EU, Article 32 in conjunction with Article 35 Railway Act and Article 18 Railway Interoperability and Safety Regulation.

existing load and translates this load into the maximum number of possible train runs per hour in both directions.

If, based on an initial risk assessment, a product step is not possible without further study, ProRail will enter into consultations with the affected party regarding further execution. If no solution is found, ProRail declares the affected infrastructure congested (see section 4.6 Congested railway infrastructure).

The results of the risk assessments may lead to (technical) capacity limitations due to risks in one or more elements. Analyses of safety incidents in accordance with the safety management system, as well as the resolution of shortcomings identified by the Inspectorate and/or the Dutch Safety Board may also lead to user restrictions and have significance for capacity allocation (less capacity or capacity to be allocated subject to conditions) and capacity rights already obtained (give or withdraw instructions).

- a. ProRail divides train paths between arrival and departure stations. This gives the applicant a timetable with insight into the applied platform tracks and timetable times. The exact route between arrival and departure station at track level does not form part of the capacity allocation.
- b. The <u>planning norms</u> and <u>Donna local particulars</u> as published on the Logistics Portal are the starting point for drawing up a timetable. The norms (which are also included in DONNA) and particulars apply to all phases of capacity allocation.
- c. ProRail may deviate from the planning norms in certain cases. When making a timetabling structure, this can be decided if the following preconditions are met:
  - It serves a purpose: better compliance with market requirements and/or improved feasibility of the timetable.
  - Any foreseeable delays caused by this will resolve themselves quickly.
  - A feasible handling strategy for delays, disruptions and calamities is available.
  - It may happen that a timetabling structure does not meet the minimum value of a planning norm, but is considered feasible because sufficient safety barriers are present. In that case, ProRail prepares a safety and feasibility assessment. This assessment shows on what basis the situation is still considered safe and feasible.

## 4.5.4.1 Train numbering

With a view to avoiding any misunderstanding in communication concerning trains, all trains are identified by means of a train number that is unique within a single day. These same train numbers are used in capacity requests, the recording of capacity allocation and for administrative purposes (such as the invoicing of user charges).

## Domestic train numbers

ProRail concludes agreements for each timetable year with each of the railway undertakings on the numbers to be used for domestic traffic. These agreements also comprise the handling of supplements and changes during a timetable year.

## Train numbers for international traffic

Train numbers for international traffic for freight transport and passenger transport are allocated according to UIC leaflet 419-2 and UIC leaflet 419-1, respectively, by:

- DB InfraGO (traffic to and from Germany and onwards);
- Infrabel on behalf of SNCF Réseau (traffic to and from Belgium and onwards).

The railway undertaking operating a train from or to the Dutch-German border over the German network shall request the international train numbers for traffic over the Dutch-German border from DB InfraGO via the partner carrier authorised in Germany. The railway undertaking operating a train from or to the Dutch-Belgian border over the Belgian network shall request the international train numbers for traffic over the Dutch-Belgian border from Infrabel via the partner carrier authorised in Belgium. Infrabel and the Nord and West regions of DB InfraGO communicate the allocation of international train numbers directly to ProRail and to the partner transport company in Germany or Belgium. The



detailed description of the procedure for obtaining an international train number can be found on the <u>Logistics Portal</u> (*International ad hoc train number requests procedure*).

## Recording

The train numbers (both domestic and international) are recorded by ProRail in the TNR application (see Appendix 23, item 4.1). The train number list is continuously updated in the application. Railway undertakings can subscribe to the TNR application as part of the train path service and consult and/or export a real-time train number list themselves at any time.

The railway undertaking can submit proposals for changes to domestic train numbers at <a href="mailto:trainnumbers@prorail.nl">trainnumbers@prorail.nl</a>. Change proposals for international train numbers go via DB InfraGO or Infrabel. Renumbering in no way affects capacity rights. ProRail and the railway undertaking will apply the current train numbering sequence as provided by the TNR application.

## 4.5.4.2 Ancillary systems

The table below lists the ICT and information services that can be used for capacity location or in preparation thereof. The second column of this table gives a brief description of the functionality. The third column of this table contains a reference to the appendix for a detailed explanation.

Within these services, we distinguish between services made available from the train path service (see section 5.3.1) and services available as ancillary ICT or information service (see section 5.5). There are additional costs associated with ancillary ICT and information services.

Table 4.7 Ancillary systems for capacity allocation

Name	Function	For explanation see			
As part of the train path service	As part of the train path service				
DONNA	Planning and requesting train paths, shunting paths and stabling capacity for the basic hour pattern, standard week and specific days.	Appendix 23 – 4.1			
Btd-planner	Information on capacity for management purposes.	Appendix 23 – 6.1			
Btd-planner reports (Btd-planner Rapportage)	An excerpt from the information from Btd-planner system.	Appendix 23 – 6.1			
TCR map (Buitendienststellingenkaart)	Geographical representation of all planned TCRs in the Netherlands.	Appendix 23 – 6.1			
TCR files (Buitendienststellingsdossiers)	Application for communication relating to late requests (BUTA) < 36 hours.	Appendix 23 – 6.1			
Order Portal (Orderportaal)	Submission of capacity requests for train paths in the Netherlands.	Appendix 23 – 4.1			
Path Coordination System (PCS, via RailNetEurope)	Submitting international capacity requests and receiving capacity offers.	Appendix 23 – 4.2			
My Trains (Mijn Treinen)	Overview of all scheduled trains for the next 24 hours, with the option to display all scheduled trains in the VOS allocation plan. This allows the railway undertaking to perform certain interventions. Railway undertakings only have access to their own scheduled trains.	Appendix 23 – 4.1			
TNR	Information on the allocation of train numbers to railway undertakings.	Appendix 23 – 4.1			



Name	Function	For explanation see	
Submission of capacity requests according to TSI TAF/TAP standard	The submission of capacity requests for train paths, the sending of offers of train paths, the changing of train paths and cancellation of train paths, border alignment and the changing and cancellation of train paths by ProRail on the basis of the TAF/TAP TSI messages:	Appendix 23 – 4.1	
Charging Information System (CIS)	List of charges with regard to the train path service, including stops and (indirectly) the traction power supply service.	Appendix 23 - 4.2.3	
As ancillary ICT or information service			
FRISO (Flexible Rail Infra Simulation Environment)	Simulation tool for infrastructure studies, capacity, robustness and safety analyses, innovation studies.	Appendix 23 - 2.1	

An overview of the support systems deployed for the purpose of the stabling and shunting service can be found in section 7.3.5.3.11 *Support systems*.

## 4.5.5 Dispute resolution capacity allocation

Coordination involves technical consultation between experts. The parties can have a difference of opinion resulting in a deadlock in case of a conflict. To ensure a smooth progress of the capacity allocation process, a regulation on the settlement of disputes can be used that will provide a decision within ten working days. 113

An applicant or ProRail has the possibility to initiate dispute resolution during the timetabling coordination phase but no later than ten working days before the determination of the capacity allocation of the timetable, in case of coordination between two or more conflicting applications. A titleholder can also invoke the dispute resolution regulations if it feels prejudiced by the manner in which ProRail, in determining the capacity allocation, has deviated from the draft timetable presented by ProRail on an earlier occasion; in such a case, the titleholder must invoke the dispute resolution regulations within five working days of determination of the capacity allocation by ProRail.

The dispute resolution procedure prescribes consultation whereby stakeholders are offered a fair hearing with the objective of resolving the conflict during the coordination process. If no solution is achieved, the chairman will pronounce his decision within ten working days of the dispute being submitted. This decision then serves as the point of departure for further coordination. In case of a conflict between a request by a titleholder and the required capacity for planned works on or near the main railway network, weekly TCRs or the reserved paths of the ad hoc estimate, the dispute will be handled by an independent third party, who will be appointed by ProRail with the approval of the titleholders. Handling of the dispute will in that case produce an advice from which ProRail may only for good reasons deviate in its capacity allocation. ProRail will communicate these reasons to the titleholders involved.

## 4.6 Congested railway infrastructure

ProRail declares the infrastructure congested<sup>114</sup> if ProRail finds that no agreement can be reached during the coordination phase with regard to conflicting requests relating to transport and a charge (as referred to in section 5.6.5.1 *Scarcity tax*) has not produced a satisfactory result. After the congestion

<sup>113</sup> See Article 46(6) Directive 2012/34/EU and Section 4a Railway Capacity Allocation Decree.

As referred to in Section 7(2) Railway Capacity Allocation Decree.



statement, capacity allocation takes place in compliance with statutory priority rules. The congestion statement is published on <a href="https://example.com/html/>
https://example.com/html/>
https://example.com/html/
html/
html

## Congestion statement for the near future

ProRail also declares infrastructure congested if it is established that capacity bottlenecks are expected in the near future. As a congestion statement for the following years is also followed by formal actions by ProRail, these congestion statements must be based on reliable information about the expected requests for the following years. In this context, reliable information means at least:

- The information from the coordination phase of the capacity allocation process.
- The information based on a (newly) granted transport concession.
- A substantiated request from concession authorities in preparation for a transport concession yet to be granted.
- Forecasts of titleholders, such as substantiated<sup>117</sup> notifications of intended open access services to the infrastructure manager.<sup>118</sup>
- Forecasts by ProRail, based on (medium-)term capacity models, among others. 119

A congestion statement for the near future is established based on the above information and published on the ProRail website.

## Capacity analysis and capacity enhancement plan

Following a congestion statement, ProRail will perform a capacity analysis<sup>120</sup> within 26 weeks. Within 26 weeks of completion of the capacity analysis, ProRail will prepare and send a capacity enhancement plan<sup>121</sup> to titleholders and the minister after consultation with relevant titleholders. Using a cost-benefit analysis, ProRail will establish the most cost-effective solution for the capacity enhancement plan. Solutions can take the form of changes in either the infrastructure or the timetable.

#### Financing

The costs of carrying out the capacity analysis and the capacity enhancement plan are financed by ProRail. The method of financing is an important element for the design and implementation of any measures (to infrastructure) from the capacity enhancement plan. Three categories of measures are linked to investment volume:

- Financing from the MIRT Minor Conversions programme: minor conversions to infrastructure can
  potentially be financed from the MIRT Minor Conversions budget. For this, ProRail makes a tradeoff of and between the measures to the infrastructure. The main criteria for this are: project costs
  lower than €5 million, a positive Social Cost-Benefit Analysis in line with the Lifecycle Management
  system and fitting within the available budget.
- Financing from other MIRT programmes: investments that cannot be financed from the MIRT Minor Conversions budget. These investments require ministerial approval as part of trade-offs in relation to other investment decisions. A capacity enhancement plan can therefore use this as an incentive for the minister to start a possible MIRT procedure and grant an additional subsidy.
- 3. Third-party financing: measures financed by third parties under the Management Concession granted to ProRail (Article 38 in conjunction with Article 40).

Large-scale investment decisions require relatively long decision-making times. In such cases, ProRail informs the parties involved of progress.

Sections 8 to 13 Railway Capacity Allocation Decree.

Section 7a Railway Capacity Allocation Decree.

For example, with a market analysis or the expected (timely) availability of rolling stock from the relevant titleholder

As referred to in Section 574(4) Railways Act.

For example, the Integral Mobility Analysis

The content of the capacity analysis is set out in Article 50 of Directive 2012/34/EU. There may be specific studies that require more time than 26 weeks as part of the capacity analysis or capacity enhancement plan, such as runway stability studies. The parties involved will be informed of this.

The content of the capacity analysis is set out in Article 51 of Directive 2012/34/EU.



## 4.7 Exceptional Transport, test trains and other special trains

A railway vehicle must be used to suit the characteristics of the infrastructure as described in Chapter 2.122 Sometimes railway undertakings want to deviate from those characteristics or use the infrastructure in a different way. This concerns either Exceptional Transport (see section 3.4.3) or test trains and other special trains (see section 3.4.5). Deviations are possible under conditions if a regulation has been agreed with the infrastructure manager. Requests for these regulations can be submitted to the One-Stop-Shop Exceptional Transport (for contact details, see section 4.2.4). More information can be found in the Exceptional Transport procedure and the Procedure for test trains and other special trains on the Logistics Portal.

For services and the charges relating to Exceptional Transport, see section 5.4.3.

## 4.7.1 When is there Exceptional Transport (freight and passenger traffic)

The definition of Exceptional Transport is described in section 3.4.3. A railway undertaking shall apply for a Exceptional Transport regulation in the following situations:

- Running with railway vehicles and/or wagons with loads that do not fit within the loading gauges as described in section 2.3.4 Maximum loading gauges for railway vehicles and loads, but do remain within the profile of the Red Measurement Area (see Appendix 12) and do not meet the standard conditions BP1, BP2, BP3 as included in the Combined Transport Regulations. For further information, see the Standard conditions for out-of-gauge transport codes 1-2-3 on the Logistics Portal.
- Running railway vehicles and/or wagons with loads exceeding the permissible load class as described in section 2.3.5 Axle loads and load per unit of length, not complying with the standard conditions as described in the User instructions Exceptional Transport GVS00094 (see the Logistics Portal) and included in the Bulk Traffic Regulations (ZWV).
- Running railway vehicles characterised as Exceptional Transport in the UIC regulations (IRS 50502). However, there is one exception to this. Contrary to what is stated in the IRS 50502, it is not possible to admit vehicles rolling on their own wheels that do not have a (temporary) vehicle licence or exemption in accordance with Sections 26q and 26r Railways Act under the conditions of an Exceptional Transport regulation.

In the above situations, an Exceptional Transport regulation is necessary. ProRail does not admit railway vehicles as Exceptional Transport unless the applicable conditions - as prescribed in the Exceptional Transport regulation – are met. ProRail shall make every effort to inform the applicant within ten working days of the regulations request whether Exceptional Transport is possible and, if so, under what conditions.

For further information on how to apply for capacity to run Exceptional Transport and the arrangements required to do so, see the Exceptional Transport procedure on the Logistics Portal.

## 4.7.2 Test trains and other special trains

Test trains and other special trains are described in section 3.4.5. For the running of test trains and other special trains, the request by the railway undertaking must be accompanied by a risk evaluation and assessment in accordance with the CSM/REA system 123 and, if necessary, a scenario. Before capacity can be allocated with a corresponding schedule, the risk assessment and evaluation must be reviewed by ProRail. If necessary, ProRail may require additional control measures. ProRail has a

<sup>122</sup> See in particular sections 2.3.4 Maximum loading gauges for railway vehicles and loads, 2.3.5 Axle loads and load per unit of length and 2.4.1 Specialised railway infrastructure.

See Directive EU/2013/402



best-efforts obligation to make a test run possible within three months.<sup>124</sup> For further information for requesting capacity to run test trains and other special trains, see section 4.7.2 and the *Procedure for test trains and other special trains* on the <u>Logistics Portal</u>.

## 4.8 Alterations to allocated train paths

## 4.8.1 Alterations to allocated train paths by the railway undertaking

Titleholders may submit changes to the capacity already allocated to them. The titleholder can submit an alteration request in five ways: This proceeds in the same way as requesting capacity, see section 4.2.3 *Submitting requests for train paths*.

The titleholder retains the right to the allocated train path until ProRail has sent the offer for the alternative train path. In the alteration process, ProRail uses a possibility offered in the TAF/TAP TSI, the so-called PreAccepted Offer. This means in practice that the train path offer is automatically valid without subsequent approval by the titleholder. If the titleholder disagrees with the offer, this must be reported to the One-Stop-Shop within five working days via the email address <a href="mailto:OSS@prorail.nl">OSS@prorail.nl</a>.

ProRail processes an alteration request for an already allocated train path within the same time periods as ad hoc requests (see section 4.5.3 *Schedule and process for ad hoc requests*). Changes are processed according to the first come first served principle. Whereby the timing of the request is leading. If a TimeSpaceSlot is directly connected to the train path, this TimeSpaceSlot is part of the alteration to the train path (due to the fact that these two services are inseparable).

The process regarding the changing of allocated stabling and shunting capacity at marshalling yards as detailed in Chapter 7, section 7.3.5.3.6 *Process for submitting ad hoc requests*.

## 4.8.2 Alterations to allocated train paths by the infrastructure manager

ProRail may withdraw or alter capacity if infrastructure is temporarily unavailable, for example as a result of TCRs or in the event of long-term disruptions. Works abroad may also impact allocated train paths in the Netherlands (see section 4.3 *TCRs*).

## Details offered train paths

The details of train paths that have changed as a result of capacity restrictions as described in sections 4.3.2.2 *Incidental TCRs* and 4.3.2.3 *Ad hoc capacity for TCRs* (under b) will be worked out at a later stage and in the PreVAB and VAB process. <sup>125</sup> ProRail works closely with neighbouring infrastructure managers to ensure good connections of rerouted trains at border crossings. The PreVAB and VAB process is described in more detail below.

## PreVAB process

In the PreVAB process, an alternative hour pattern (AUP) is designed from approximately 28 weeks prior to performance, which is used as the starting point in the VAB process. The basis for this is the normal timetable from the last concluded change sheet, the allocated incidental TCRs and the associated supplementary traffic agreements and the *Corridor Book 2026* (see the <u>Logistics Portal</u>). The further detailing at train path level takes place in the VAB process.

## VAB process

Where possible, the alternative hour pattern from the PreVAB process is used as the basis for the VAB process. In the VAB process, the detailing of train paths as a result of incidental TCRs is carried out from 8 weeks prior to performance. Basically, this process involves rescheduling trains to minimise the consequences for titleholders of train paths and to enable as many train paths as possible to be allocated. If titleholders do not agree with the detailing, they must notify ProRail's One-Stop Shop

<sup>&</sup>lt;sup>124</sup> Article 21 EU 2017/797

VAB = Traffic changes due to management. See Appendix 2 Glossary and section 4.3.2.2.5 *Details offered train paths*.

within five working days of publication (see section 4.2.4 *One-Stop-Shop*). If no agreement is reached, capacity is allocated using the priority rules in the ad hoc phase.

Details of adjusted routes are announced four months in advance for passenger trains and one month in advance for freight trains. It may happen that capacity rights allocated to two titleholders nevertheless prove to be conflicting due to circumstances. In that case, capacity will be reallocated under ProRail's direction.

### Priority rules in the ad hoc phase

If capacity is reallocated in the ad hoc phase, this is done using the following priority rules:

- Both capacity requests were granted during the timetabling process: capacity is allocated according to the timetabling rules, meaning that ProRail arrives at a reallocation through programming and coordination.
- One of the capacity requests is granted during the timetabling process, the other in the ad hoc
  phase: capacity allocated during the timetabling process takes priority over capacity allocated in
  the ad hoc phase.
- Both capacity requests were granted in the ad hoc phase: capacity is allocated according to the ad hoc first come first served principle

### Long-term disruptions

Long-term disruptions may affect train paths already allocated. ProRail processes the necessary changes in the timetable until the start of operations and will inform titleholders if a train path is withdrawn and when an alternative train path is offered. Changes related to allocated capacity during the operation are described in Chapter 6 *Operations*.

## Penalties for changes to train paths by the infrastructure manager

The cancellation of already allocated train paths by the infrastructure manager is subject to a financial penalty in some situations, as described in section 5.6.4 *Penalties for cancellation of train paths*.

## 4.8.3 Unused capacity for train paths

## Withdrawal of capacity for train paths by ProRail

If it becomes clear 126 one hour before departure that the allocated train path will not or cannot be used by the titleholder, ProRail is entitled to grant the capacity to other titleholders. A train can use another path for up to 18 hours of delay. After that, ProRail can withdraw allocated capacity.

ProRail may withdraw the capacity rights if an entitled party uses less than 80% of its allocated capacity for individual train paths for public transport on sections of track and platform tracks for at least one month (i.e. 30 consecutive days starting on any date) or uses the capacity for purposes other than public transport for less than 50%. Calculation takes place on the basis of (related) train number per traffic day. After each calendar month, ProRail will test the utilisation of the allocated train paths (see Article 9 of the General Terms & Conditions). In the event of force majeure, the railway undertaking must report this to ProRail before the end of the calendar month. ProRail will then assess whether force majeure has occurred. For the financial penalties for not using train paths, see section 5.6.3.

Non-utilisation or non-use as referred to in this section includes the situation whereby the train does not appear to have the characteristics specified at the time of the application for capacity and on the basis of which the capacity was allocated, whereby on the basis of those characteristics the physical

The titleholder can indicate this in the *My Trains* application, see Appendix 23 item 4.1 for further information. For further information on the control and intervention of freight trains, see section 6.2.4 *Systematic running of freight trains*.

The non-utilisation of the path due to causes attributable to ProRail (e.g. due to fluctuations in market conditions, public holidays, lack of coherent rail capacity at terminals, transhipment companies, industrial estates or foreign infrastructure managers, etc.) is deemed to be included in the percentages of 80% and 50% respectively.



and environmental feasibility has been tested by ProRail in a timely and verifiable manner. For penalties for not using train paths, see section 5.6.3.

## 4.8.4 Cancellation of train paths by the railway undertaking

Cancellation of allocated capacity by the railway undertaking

The following applies to the cancellation of allocated capacity: as soon as it is known that a train starting in the Netherlands will not use the allocated capacity, the titleholder reports this tot ProRail, so that ProRail can reallocate the released capacity. The railway undertaking can cancel capacity in five ways: For this, see section 4.2.3 *Submitting requests for train paths*. For financial penalties for the cancellation of trains, see section 5.6.4.

If stabling and/or shunting capacity is directly attached to the train path (e.g. by means of a TimeSpaceSlot), this is part of the cancellation of the train path (due to the fact that these two services are inseparable). The procedure for the cancellation of allocated stabling and shunting capacity at marshalling yards are described in Chapter 7, section 7.3.5.3.7.

### Exception situations

Cancellations of train paths due to application of prearranged intervention measures (see section 6.3.2 *Measures in the event of disruptions to the scheduled timetable on the national network*) need not be communicated by the railway undertaking.

For trains coming from abroad, ProRail itself takes the initiative to cancel the train path. After consultation with the railway undertaking and the neighbouring infrastructure manager, ProRail will withdraw the allocated capacity insofar as the foreign infrastructure manager involved in that path does not make the connecting capacity available.

## 4.9 Redesign capacity allocation process (TTR)

## 4.9.1 Objectives TTR

RailNetEurope (RNE) and Forum Train Europe (FTE), supported by the European Rail Freight Association (ERFA), are working at European level on a redesign of the capacity allocation process called Time Table Redesign (TTR). The aim of TTR is to increase the competitiveness of rail transport by harmonising and improving the European timetabling system.

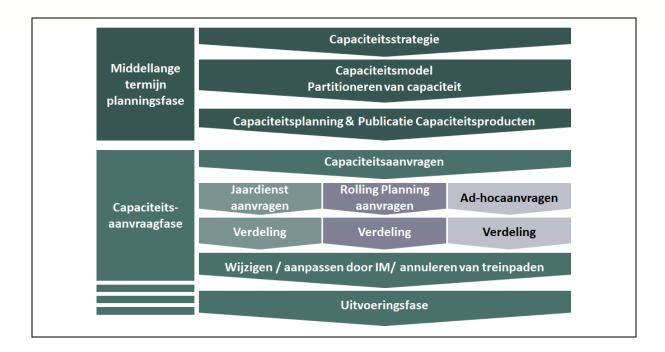
The TTR process consists of several components, including the improved planning of infrastructure capacity, including TCRs on the railways and the introduction of new capacity allocation processes. Digitisation is an important part of TTR.

The aim is to make the capacity planning and allocation process more responsive to the requirements from the different market segments and optimise the use of capacity on the existing infrastructure. For passenger traffic in particular, this will result in earlier availability of the final timetable, with the result that passengers will be able to purchase a ticket earlier and with higher reliability. For the majority of freight traffic, TTR leads to more flexibility and better train paths in the ad hoc process so that customer requirements can be better met. Detailed information on the TTR process is available on the websites of <a href="RailNetEurope">RailNetEurope</a> and <a href="Forum Train Europe">Forum Train Europe</a>.

There is no legal basis for TTR yet. In anticipation of expected new laws and regulations, ProRail wants to gain experience with various elements of the TTR process. For this reason, it publishes TTR-related documentation on its <a href="website">website</a>. This documentation is not binding and no rights can be derived therefrom.

## 4.9.2 TTR process elements

The TTR process consists of the following elements:



The main TTR elements are explained in more detail below.

## • Capacity strategy (X-60 to X\*-36 months)

The capacity strategy is the infrastructure manager's long-term capacity planning for the entire network. The main objective of the capacity strategy is to provide early information on the available capacity on the network and the expected capacity requirement. The capacity strategy enables the infrastructure manager to share this expected capacity requirement and available capacity with neighbouring infrastructure managers and titleholders. See section 4.9.3.1 for further explanation.

• Capacity model (X\*-30 to X\*-18 months) with a breakdown by type of capacity
The capacity model contains a detailed estimate of expected capacity demand and is divided into
segments for passenger trains, freight trains and capacity for published TCRs. Titleholders have
the possibility to provide input on the capacity model by announcing their future capacity
requirements and can react to the proposed allocation of capacity. The announcement of the
capacity requirement and capacity model are described in section 4.9.3.2.

## • International coordination of TCRs

TCRs may be necessary for maintenance, renewal or realisation of infrastructure. TCRs are subdivided according to their impact on capacity in the categories very large, large, medium and limited. These TCRs are necessary to keep the infrastructure in a good condition and to further expand the infrastructure in accordance with market needs (see Chapter 4.3 for further information).

### Feasibility studies

Titleholders can apply for a feasibility study to be carried out from 17 months before the new timetable takes effect, for example to gain insight whether the new timetable offers scope for new transport. If indicated by the titleholder, a request can also be handled confidentially by ProRail. In the case of an international request, the study will be carried out by the relevant infrastructure managers. Conducting a feasibility study does not affect the segmentation of capacity in the capacity model described in section 4.9.3.3.

Requests for feasibility studies can cover timetable requests as well as late requests and train paths with a validity of several days in the ad hoc allocation phase. For the submission of feasibility

studies, ProRail follows the process and timelines described in RailNetEurope's <u>Handbook for Procedures for Feasibility Studies</u> (with the exception of sections 6.2.1, 6.2.2 and 7.4).

Requests for feasibility studies may be made in the following ways:

- Via the Path Coordination System application for international capacity requests (PCS, see Appendix 23, item 4.2.1).
- Through participation in the preparation of the timetabling process.
- By sending an email to OSS@prorail.nl in case of ad hoc requests

## Capacity offer

Between X\*-18 and X\*-11 months, the capacity model will be further detailed by ProRail, in cooperation with railway undertakings. Capacity in segments is translated into the number of running options per hour, the time position and characteristics of the path are added and the availability of the path during the timetable year is added. Within the capacity offer, alternative paths are worked out if very large or major capacity restrictions are planned. The capacity offer is aligned with available capacity in neighbouring countries.

# Capacity requests for the timetabling process Capacity reserved for the timetable or which can be used for late requests when capacity has not been used for timetable requests.

## · Capacity requests for rolling planning

Within TTR, in addition to timetable requests and ad hoc requests, a new type of capacity requests is being developed, namely rolling planning requests. In the capacity model and capacity offer and during the timetabling process, capacity is reserved for rolling planning requests in the form of system paths. After the timetabling process, rolling planning requests can be submitted from four months to one month before the first traffic day. Eventually, rolling planning requests can be submitted for a validity period of up to three timetabling years.

### Capacity for ad hoc requests

Residual capacity for capacity requests made in the ad hoc phase.

Table 4.8 Schedule for the TTR capacity management process

Time in months until start new timetable	Management	Traffic	
X-60 to X-36 (published on 28 June 2022)	Publication capacity strategy, see section 4.9.31.		
X-24	Publication TCRs that have very large or major impacts on train traffic, see section 4.3.2.2.2.		
X-21 to X-18 (published on 11 July 2024)	Publication capacity model, see section 4.9.3.2.		
From X-17	Possible request to carry out	a feasibility study, see section 4.9.3.3.	
X-12	Publication Capacity Allocation for Management Document, see section 4.3.2.2.3.		
X-18 to X-11	Preparation timetabling phas section 4.5.0.		
X-11		<ul><li>Publication PreArranged Paths</li><li>Publication capacity offer</li></ul>	

<sup>\*</sup>X refers to the start date of the 2026 timetable.



## 4.9.3 TTR implementation

ProRail participates in the TTR implementation and follows the joint timeline of the European infrastructure managers for implementation at national level (see section 4.9.4 for further information).

## 4.9.3.1 Capacity strategy

The capacity strategy is ProRail's long-term capacity planning that provides early initial insight into available capacity on the future infrastructure and expected capacity requirements. The capacity strategy is shared and coordinated by ProRail with infrastructure managers in neighbouring countries and titleholders. No rights can be derived from this document.

The capacity strategy will be from the 2028 timetable be made for the entire rail network managed by ProRail. In determining the capacity strategy, ProRail follows the agreements as laid down in the *Handbook for Procedures Capacity Strategy*, which can be viewed on the RailNetEurope website.

## Consultation and publication

The draft version is submitted for consultation to titleholders 39 months prior to the start of the timetable. After processing the reactions of titleholders, the final version will be published on both the <a href="ProRail">ProRail</a> and <a href="RailNetEurope">RailNetEurope</a> (RNE) websites 36 months prior to the start of the timetable. Titleholders can submit their views on the draft version of the capacity strategy via <a href="ttr@prorail.nl">ttr@prorail.nl</a> and via the <a href="RNE">RNE</a> website.

## 4.9.3.2 Capacity model and segmentation

ProRail annually draws up a capacity model in the period between 36 and 18 months prior to the effective date of the new timetable. ProRail coordinates the capacity model with neighbouring countries before it is finally published. No rights can be derived from this document.

## 4.9.3.2.1 Announcement of future capacity needs

Titleholders can announce their future capacity requirements to ProRail between 26 and 24 months prior to the start of a new timetable. The announcement of these future capacity needs is not binding. Submission of these capacity requirements can take place as part of the MLT process (see sections 2.6.1 and 4.5.0). Titleholders can also use RailNetEurope's ECMT tool for submitting future capacity needs (for further information, see Appendix 23, item 4.2.2).

## 4.9.3.3. Feasibility studies

See section 4.9.2.

## 4.9.3.4 Capacity offer

ProRail makes an annual capacity offer in the period between 18 months and 11 months prior to the start date of the new timetable. The capacity offer consists of a non-binding updated capacity model published on X-11.

Table 4.9 Timeline for publication of capacity offer

Timetable year	Draft version	Final version
2025	Not published	January 2024
2026	November 2024	January 2025
2027	November 2025	January 2026
2028	November 2026	January 2027
2029	November 2027	January 2028



## 4.9.3.5 Capacity requests for rolling planning:

Capacity requests cannot yet be submitted for the rolling planning phase in the 2026 timetable.

#### 4.9.3.6 International coordination of TCRs

ProRail has implemented the International coordination of TCRs process element, see section 4.3.2.3.

## 4.9.4 Early implementation of one or more TTR process elements

TTR has been trialled in the Brussels-Antwerp-Rotterdam-Amsterdam TTR pilot since the 2020 timetable. The aim is to check whether the new processes meet expectations and to make adjustments before they are implemented across Europe and to implement improvements in the sector at an early stage. If additional agreement are required to implement the capacity management and capacity allocation process in the pilot, they will be submitted to the Allocation Table for approval.

# 4.10 Principles for capacity allocation on international rail freight corridors

In order to implement the ruling of the European Court of Justice (Fifth Chamber) of 24 June 2021 in the case between DB InfraGO and the Federal Republic of Germany (Case C-12/20), an identical description of the principles of capacity allocation in the timetable phase and the ad hoc phase on these rail freight corridors has been agreed for all international freight corridors. This description can be found in the Corridor Information Documents Book 4, which are available via the following hyperlinks:

- Rail Freight Corridor Rhine-Alpine
- Rail Freight Corridor North Sea Mediterranean
- Rail Freight Corridor North Sea Baltic

For an overview of the Dutch sections of the international freight corridors and the contact details of the corridor organisations, see section 1.7.1 Rail freight corridors.

For the capacity allocation regarding the prearranged paths on international freight corridors, ProRail refers to section 4.5.0 *Preparation timetabling process*.

# 5 Services and charges

## 5.1 Introduction

This chapter deals with the services provided by ProRail for use of the railway infrastructure and supplementary facilities by railway undertakings and other titleholders, as well as the applicable charges. In addition, this chapter describes the services offered with regard to planning and executing the timetable and performance analysis.

The services are classified according to Annex II to Directive 2012/34/EU:

- Minimum access package (Category 1 services, section 5.3).
- Access to and use of facilities and provision of services (Category 2 services, Chapter 7).
- Supplementary services (Category 3 services, section 5.4).
- Ancillary services (Category 4 services, section 5.5).

All services stated in this chapter that are offered by ProRail are governed by the General Terms & Conditions (see Appendix 5). If additional conditions are attached to the use of a service, this is stated for each service. The services and any additional terms and conditions will be laid down in the Access Agreement.

As regards ICT and information services (ancillary services, as referred to in section 5.5), ProRail reserves the right to limit new or extra authorisations for a service, or to (temporarily) refuse access to a service if this request or extension cannot be delivered within the current capacity<sup>128</sup> of the service.

# 5.2 Charging principles

#### User charge

The term 'user charge' is a collective term for the various charges paid by railway undertakings to ProRail for the services they purchase from ProRail for the acquisition of capacity rights and access to and use of the railway infrastructure and facilities managed by ProRail, as well as the services to be provided in connection therewith.

The user charge consists of:

- 1. The charge for the minimum access package (Category 1 services)<sup>129</sup>, possibly supplemented by a scarcity surcharge as referred to in Section 62(2) and (6)(a)<sup>130</sup> Railways Act and a charge related to the cost of environmental impact of train operation referred to in Section 62(2) and (6)(b)<sup>131</sup> Railways Act.
- 2. The charge for the (access to) service facilities and services provided in those facilities (Category 2 services)<sup>132</sup>, to the extent that they are offered by ProRail.
- 3. The charge for supplementary services (Category 3 services)<sup>133</sup> to the extent that they are offered by ProRail.
- 4. The charge for ancillary services (Category 4 services)<sup>134</sup> to the extent that they are offered by ProRail.

The maximum number of users that can be facilitated (e.g. in the form of a maximum number of accounts that can be issued).

Annex II, point 1, to Directive 2012/34/EU.

Section 7 Railway Capacity Allocation Decree.

See Implementing Regulation 2015/429 laying down the modalities for levying charges for the costs of noise pollution and Article 11b Decision Implementing Directive 2012/34/EU on establishing a single European railway area. These charges do not apply for the 2026 timetable year.

Annex II, point 2, to Directive 2012/34/EU.

Annex II, point 3, to Directive 2012/34/EU.

Annex II, point 4, to Directive 2012/34/EU.

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5. Levies, discounts, additions or deductions referred to in Section 62(6)(c) (additional levy), (d)<sup>135</sup> (levy for specific future investment projects), (f) (performance scheme) and (g) (cancellation levy) Railways Act.

The various components of the user charge are stated in this chapter, with the exception of the charges for the (access to) service facilities and services provided in those facilities (Category 2 services), which are stated in Chapter 7. The charges are part of the Access Agreement.

#### Charging framework

The statutory charging framework, as referred to in Directive 2012/34/EU, Article 29(1), comprises:

- a. Section 62 Railways Act.
- b. Implementation Directive 2012/34/EU on establishing a single European railway area.
- c. Implementing Regulation (EU) 2015/909 on the modalities for the calculation of the costs directly incurred as a result of operating the train service.

Cost allocation and rate calculation Category 1 services (basic access package)

For the allocation of the costs for the Category 1 services offered and the calculation of the charges for these services, ProRail uses the method described in the Method for allocation of costs to the basic access package 2026 - 2029 dated 30 November 2023. This document is available on the ProRail website. 136

On the <u>Logistics Portal</u>, ProRail makes available to titleholders a document *Calculating user charge* 2026 – 2029 dated 30 August 2024, which explains the calculation of the 2026 charges for the various services of the minimum access package in accordance with this method of allocation.

Cost allocation and rate calculation Category 3 services (ancillary services)

For the allocation of costs for the additional Category 3 services offered, namely

EnergieVerzamelapplicatie (EVA, Energy Collection Application) and Exceptional Transport, ProRail
uses the methods described in the documents Method of allocating costs to the EVA service 2023 2025 dated 30 August 2024 and Method of allocating costs to the Exceptional Transport service 2023

- 2025 dated 30 August 2024. These documents are available on the ProRail website.

Cost allocation and rate calculation Category 4 services (ancillary services)

For the allocation of the costs for access to the telecommunications network and the provision of additional information, being Category 4 ancillary services offered, ProRail uses the method described in the document Method for the allocation of ancillary ICT services dated 30 August 2024. For the allocation of the costs for the ProRail ERTMS Integration Lab (PREI), being a Category 4 ancillary service offered, ProRail uses the method described in the document Method of allocating costs to the ProRail ERTMS Integration Lab 2023 - 2025 dated 5 August 2022. These documents are available on the ProRail website.

#### Additional charge

By means of the extra levy, an additional part of the costs for management, maintenance and replacement of the track is charged to railway undertakings pursuant to Section 62(6)(c) Railways Act. No additional levy will be set for the 2026 timetable.

All charges are agreed in the Access Agreement, on the understanding that the cancellation charges and surcharges for scarce capacity described in the Network Statement are already applicable at the time a capacity request is submitted for the 2026 timetable. Services are charged according to actual usage or according to planned usage or agreed usage, as indicated in section 5.3 *Minimum access package and charges*, 5.4 *Supplementary services and charges* and 5.5 *Ancillary services and charges*.

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<sup>135</sup> HSL Levy Decree.

This method of allocation was approved by the ACM in a decision dated 2 May 2024 (reference ACM/UIT/619730).

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The charges set out in sections 5.3, 5.4 and 5.5 are quoted exclusive of VAT. The charges are based on price level 2026, unless stated otherwise. For a more detailed explanation, see section 5.8.1. For the period from 14 December 2025 up to and including 31 December 2025, the charges in the Network Statement 2025 in force on 13 December 2025 apply. Decisions of competent authorities or court rulings may give rise to changes in these procedures, rules and timetables following the publication of the Network Statement.

# 5.3 Minimum access package and charges

The minimum access package covers all services to reserve and use capacity for train traffic on the main railway network and other railway networks managed by ProRail. 137 The basic access package comprises the following services:

- 1. Train path
- 2. Platforms
- 3. Traction power supply

## 5.3.1 Train path

	Train path				
	1. General information				
1.1	1.1 Service The train path service falling under Category 1 of Annex II to Directive 2012/34/EU (t minimum access package).				
1.2	Provider	ProRail			
1.3	Term of validity	The service is offered during the term of the Network Statement.			
		2. Function			
		The use of train paths according to the right to train paths acquired through the capacity allocation process. This includes the following elements:			
2.1	Description	<ul> <li>Capacity allocation</li> <li>a. For the processing of requests, returns and changes to infrastructure capacity<sup>138</sup>, the following ICT and information services are made available: <ul> <li>ICT and information services related to submitting or changing a capacity request and confirming departure (see Appendix 23, item 4.1): Capacity requests according to TSI TAF/TAP standard, Order Portal, My Trains, DONNA and Train Number List.</li> <li>ICT and information services related to information on and coordination of capacity for works (see Appendix 23, item 6.1): <ul> <li>Btd-planner, Btd-planner reports, TCR map, TCR files.</li> <li>ICT and information services related to shunting (see Appendix 23, item 5.1): <ul> <li>LOA-Online and Track Occupation Plan.</li> </ul> </li> <li>b. The reserving of capacity according to the agreed capacity allocation.</li> <li>c. The provision of information necessary to operate the train service for which capacity has been obtained, via, among others, the applications RailMaps (see Appendix 23, item 1.1) and Signposts ( WVK) (see Appendix 23, item 3.1) and the information on Temporary Speed Restrictions (see Appendix 23, item 3.1).</li> </ul> </li> <li>Use of the main railway network</li> <li>d. The use of the tracks on route sections and stations for train movements.</li> </ul></li></ul>			

Section 1 of Annex II to Directive 2012/34/EU.

Trains subject to the user charge exemption scheme (due to instructions by ProRail) can only be requested on the basis of a timetable entered in DONNA by the applicant or on request via the Order Portal and/or via the Capacity requests and planning and performance information service (in accordance with the TAF/TAP TSI standard).



#### Train path The stationary use of tracks at marshalling yards insofar as necessary for traffic handling (passing, direction changes, etc.) according to the agreed capacity allocation or any interventions required. f. The stationary use of platform tracks insofar as necessary for the (dis)embarking of passengers. The registration of freight train loads. The WLIS application is made available for this g. purpose, see Appendix 23, item 5.1. Traffic Control The traffic control for both centrally and locally controlled areas, including the use of GSM-R Voice Rail Safety, the radio-communication system for rail safety, as described in 7.1, item Appendix 23. Real-time information on the train service The provision of information to the railway undertaking about train service handling via the SpoorWeb application (see Appendix 23, item 8.1). The provision of real-time information on train movements via the Spoorviewer application (see Appendix 23, item 9.1). The provision of planning and performance information on the basis of the TSI TAF/TAP messages (see Appendix 23, item 9.1). Information on the performed train service The provision of information on train service performance: Standard Report Traffic Performances, Standard Report Monitoring and Standard provision of traffic performance data (see Appendix 23, item 10.1). The possibility of accepting or rejecting the causes of train deviations assigned to railway undertakings via the Monitoring-Approval application (see Appendix 23, item 10.2). Calamity response The services of ProRail's emergency organisation pertaining to alarm signals, the evacuation and clearing of the tracks after accidents and irregularities, as well as the re-railing of railway vehicles and moving damaged railway vehicles to a safe place where they will not hinder traffic. This also includes the integral coordination of the operations of railway undertakings, as well as coordination with the competent authorities and the emergency services and activities that contribute to speeding up the handling of rail collisions such as sharing front camera images with government emergency services at the request of the railway undertaking. Not included are the external out-of-pocket costs incurred by the Incident Control Department as part of their response, such as hiring equipment and/or (facilities for) personnel. These costs are charged to the party that caused the response or to the party to whom the response can be attributed. 3. Description of the facility Main railway network Locations 3.1 24 x 7 with exception of TCRs. 3.1.1 Opening hours 3.1.2 Technical characteristics See Chapter 2 of this Network Statement The planned changes are included in Appendix 10 Infrastructure projects and study 3.1.3 Planned changes projects. 4. User costs

	Train path				
	The rate per train kilometre for the train path service depends on the weight class of train and is:				
		Weight category of the train	Rate (per train kilometre)		
		up to and including 120 tons	€0.5934		
		from 121 up to and including 160 tons	€0.7417		
		from 161 up to and including 320 tons	€0.9435		
		from 321 up to and including 600 tons	€1.3114		
		from 601 up to and including 3,200 tons	€2.2252		
		from 3,201 tons	€2.7533		
4.1	Information related to the user charge	The volume of use, is determined on the baregisters the distances travelled in the traffir rounded to 0.1 km. Distances < 3.0 km as videcommissioned tracks are not taken into a	c control systems. These distances are well as distances travelled on		
		Train tonnages are measured using ProRail's weighing systems. Trains that pass multiple weighing points during their journey are settled at the average tonnage measured at the various weighing points. Tonnages are rounded to 1 ton. Trains that do not pass a weighing point during their run or for which no measured weight is available are settled at a standard train weight agreed in the Access Agreement.			
		RailNetEurope's Charging Information Syst information on charges relating to the train the traction power supply service. See App	path service, including stops and (indirectly)		
4.2	Information relating to the discount on the user charge	path service. To this end, ProRail allocates			
		for any kilometres not run, 98.5% of the sch	Enschede-Enschede Grens (direction nce of recording traffic control systems, be e weight category, the unladen weight of a way undertaking is assumed. To compensate		
		5. User conditions	anapart For this are postion 0 and a set		
		Special regulations apply to Exceptional Tra 5.4.3.			
	Legal requirements	As regards the access or departure by service personnel of the railway infrastructure via stations and platforms, railway undertakings are notified of that stated in section 7.3.2.1 General information with respect to access control facilities.			
5.1		specified therein) and item k of the part of the regard to the planning & performance information service, the titleholder shall, on the basis of Conditions, be given access to all planning undertaking concerned, which has agreed the specified of the planning that is the part of the p	DA-Online and My Trains applications) he Order Portal can be purchased, items b ), item i (as a Category 4 service, at the rate his service specified under 'description'. With mation (according to TSI TAF/TAP standard)  Article 6 of the General Terms and and performance information of the railway to this at the request of the titleholder.		
		Also applicable are the terms of delivery stated in the tables and appendices as referred to in the description of the service.			
5.2	Technical requirements made of railway vehicles	See section 3.2 Access requirements			



	Train path			
5.3	5.3 Independent use N/A			
	6. Capacity request			
6.1	Train paths shall be applied for in accordance with the procedures laid down in 4. Train paths are allocated through the capacity allocation document and agreed in the Access Agreement.			

# 5.3.2 Platforms

	Platforms Platforms Platforms				
1. General information					
1.1	Service The train path service falling under Category 1 of Annex II to Directive 2012/34/EU (the minimum access package).				
1.2	Provider	ProRail			
1.3	Term of validity	The service is offered during the term of the Network Statement.			
		2. Function			
2.1	Description	The use of passenger platforms for the (dis)embarking of passengers. The platform is defined as the elevation along the track at a station or stop where passengers can embark and disembark.  Facilities on or around a platform are not part of this service. For this, see the service in section 7.3.2. For information on known access control facilities, see section 7.3.2.1			
		General information.			
3.1	Locations	3. Description of the facility On the offered stations in the Netherlands. For an overview, see Appendix 25.			
3.1.1	Opening hours	Except in case of TCRs, platforms are accessible to passengers from 30 minutes before the start of the timetable until 30 minutes after the last train in the timetable.			
3.1.2	Technical characteristics	<ul> <li>An optimal stop is provided by a passenger platform with the following characteristics:</li> <li>ProRail has started an <i>Adjust platform height accessibility (P76)</i> programme aimed at bringing all platforms to the standard height (based on European regulations and national agreements regarding rail accessibility). Ever more platforms now meet this standard, For information on platform heights, consult the Register of Infrastructure (RINF).</li> <li>An adjusted platform meets the following standards: <ul> <li>The platform height is at 760mm +top of rail, with a tolerance in the management phase of -35/+30mm.</li> <li>The nominal distance from the edge of the platform to the centre of the track is 1700mm, with a tolerance in the management phase of -50/+35mm.</li> </ul> </li> <li>The following applies to platforms that have not yet been adjusted: <ul> <li>In practice, platform heights may range from a minimum of 500mm to a maximum of 1000mm +top of rail.</li> <li>Situations exist where the distance from the edge of the platform to the centre of the track ranges from a minimum of 1650mm to a maximum of 1900mm.</li> </ul> </li> <li>The gradient of the platform does not, in principle, exceed 2.5% (1:400). It may, in incidental cases, rise to a maximum of 12% owing to spatial restrictions.</li> <li>In case of horizontal curves at platforms, ProRail applies a horizontal curve radius that generally is not smaller than R=1000m. Curve radii smaller than 250m may occur owing to spatial restrictions.</li> <li>In case of vertical curves at platforms, ProRail applies a vertical curve radius that generally is larger than R=15,000m. Curve radii up to R = 2500m may occur owing to spatial restrictions.</li> <li>Higher passing speeds than 160 km/h are not permitted along passenger platforms.</li> <li>A general list of effective platform lengths is provided in Appendix 19 lengths, a detailed statement of effective platform lengths is provided in Appendix 19 lengths, a detailed statement of effective platform lengths or pr</li></ul>			
3.1.3	Planned changes	The planned changes are included in Appendix 10 Infrastructure projects and study projects.			



4. User costs						
	The charge per stop for the platform service depends on the station class where the					
		stop is made and amounts to:				
		Station Class	Charge (per stop)			
		Stop	€0.07			
		Basic	€0.30			
		Plus	€0.80			
		Mega	€1.26			
4.1	Information related to	Cathedral	€2.46			
4.1	the user charge	The volume of use, the number	r of stops, is determined on the basis of actual use.			
		The classification into 5 station categories (stop, basic, plus, mega, cathedral) is provided in Appendix 25 and is based on the estimated numbers of (dis)embarking and transferring passengers, with the threshold values <1000 / 10,000 / 25,000 / 75,000 / >75,000 (dis)embarking and transferring passengers per day.				
		In setting the charge, the number of stops for every train for which a passenger train running characteristic is entered is determined on the basis of the departure and short stop activities in the ProRail traffic control systems.				
4.2	Information relating to the discount on the user charge	Exemption scheme Enschede – Enschede Grens Use of the platforms service for trains on the Enschede-Enschede Grens (direction Gronau) route section will, due to the absence of recording traffic control systems, be settled on planning basis. To compensate for any kilometres not run, 98.5% of the scheduled stops are invoiced.				
		5. User con				
			y undertakings that have a valid Access Agreement.			
5.1	Legal requirements	Railway undertakings are notified that the text on access control facilities in section				
		7.3.2.1 relates to access or departure by service personnel of the railway infrastructure				
		via platforms.				
5.2	Technical requirements made of railway vehicles	See Chapter 3 of the Network Statement.				
5.3	Independent use	Railway undertakings can make independent use of this service.				
	6. Capacity request					
6.1	Access request	Access to the platforms is agre	ed in the Access Agreement.			

# 5.3.3 Traction power supply

	Traction power supply				
		1. General information			
1.1	1.1 Service The service falls under Category 1 of Annex II to Directive 2012/34/EU (the minimum access package).				
1.2	Provider	ProRail			
1.3	1.3 Term of validity The service is offered during the term of the Network Statement.				
		2. Function			
2.1	2.1 Description  This service comprises the use of the traction power supply systems. This service d not comprise the supply of electric traction power; for this, see the services in section 5.4.1.				
		3. Description of the facility			
3.1	3.1 Locations  On the electrified tracks that are part of the main railway network, see section 5.4.1 of the Network Statement.				
3.1.1	Opening hours	Regular opening hours: Monday to Sunday from 00:00-23:59.			



	Traction power supply				
3.1.2	Technical characteristics	Depending on the route section, ProRail offers a number of types of traction power supply systems. These consist of overhead lines from which traction power can be			
3.1.3	Planned changes	The planned changes to the infrastructure are stated in Appendix 10 Infrastructure projects and studies.			
		4. User costs			
		The charge for use of the traction power supply is settled in proportion to the number of kilowatt hours delivered via the traction power supply, with a distinction according to consumption on the 1500 V DC network and the 25 kV AC network. The charge per kilowatt hour for the use of the traction power supply is shown below.			
		Charge (per kilowatt hour) €0.031929			
4.1	Information related to the user charge	The charge for the transport of electric traction power invoiced by the network operators to ProRail is included in this rate. Further information is available in section 5.4.1 <i>Traction power</i> of this Network Statement.			
		ProRail invoices the charge for use of the traction power supply on the basis of the electrical energy consumed. Information about the amount of energy consumed is supplied to ProRail by Eress (VIVENS).			
		RailNetEurope's Charging Information System (CIS) ICT service can be consulted for information on charges relating to the train path service, including stops and (indirectly) the traction power supply service. See Appendix 23, item 4.2.3.			
4.2	Information relating to the discount on the user charge	Zero rate exemption scheme relating to management For the use of capacity in connection with the performance of instructions given by ProRail in respect of railway network management, a charge of nil shall be set for the traction power supply service. To this end, ProRail allocates a number of specific series of train numbers, which may be used exclusively for traffic run in the performance of instructions given by ProRail.			
		5. User conditions			
5.1	Legal requirements	Pursuant to the Electricity Act 1998, ProRail is designated as "manager of a private network" for the management of the traction power supply network. In this capacity, ProRail requires the parties who make use of this facility to submit a periodic statement of their actual and expected power consumption, with a distinction according to consumption on the 1500V DC network and the 25kV AC network.  The terms of delivery applicable to the use of traction power supply systems are stated in the state of the sta			
	Technical requirements	Appendix 24.  Locomotives shall have current take-up systems appropriate to the applicable traction			
5.2	made of railway vehicles	power system on a specific route section.			
5.3	Independent use	Railway undertakings can make independent use of this service.			
		6. Capacity request			
6.1	Access request	<ul> <li>Access to the traction power supply system is agreed in the Access Agreement.</li> <li>The use of the traction power supply systems is linked to capacity allocation (the allocation of train paths). The process for requesting access is described in section 4.5 of the Network Statement.</li> </ul>			

# 5.3.4 Additional charge

No additional levy will be set for the 2026 timetable.



# 5.4 Additional services and charges

ProRail distinguishes the following supplementary services within the Category 3 services 139:

- 1. Traction power, distinguished in:
  - a. Transport of electric traction power.
  - b. Supply of electric traction power.
- 2. EnergieVerzamelApplicatie (EVA, Energy Collection Application)
- 3. Facilitating Exceptional Transport.
- 4. Services for railway vehicles:

The charge for using the electricity connections for train preheating installations is included in the stabling and shunting service (Category 2) and is described in section 7.3.5.2.5. ProRail does not offer any other services for rail vehicles in Category 3. An overview of ancillary services provided by operators known to ProRail can be found in the *List of rail-related services and third-party service facilities accompanying the 2026 Network Statement*, which can be found on the <a href="ProRail">ProRail</a> website.

## 5.4.1 Traction power

#### 5.4.1.1 Transport of electric traction power

Electricity network operators are responsible for transporting electric traction power to the traction energy system operated by ProRail, which is used for the purpose of purchase electric traction power for trains. The transport costs of the traction energy charged by network operators to ProRail are included in the charge for the traction power supply service which is part of the minimum access package, see section 5.3.3.

#### 5.4.1.2 Supply of electric traction power

The electric traction power purchased by railway undertakings is purchased collectively by railway undertakings themselves from energy suppliers through purchasing cooperative VIVENS. For further information on the supply of electrical traction power, see the *List of rail-related services and third-party service facilities* on the <u>ProRail website</u>.

<sup>139</sup> Section 3 of Annex II to Directive 2012/34/EU. The categories of services listed under 1 to 4 are not meant to be exhaustive.



# 5.4.2 Energy Collection Application (EVA)

	EVA					
	1. General information					
1.1	Service	The service falling under Category 3 of Annex II to Directive 2012/34/EU (ancillary service).				
1.2	Provider	ProRail				
1.3	Term of validity	The service is offered during the term of the Network Statement.				
		2. Function				
2.1	This application facilitates the settlement of energy costs for traction power consumed by railway undertakings. This service concerns the collection of specific rolling stock information of railway undertakings and the enrichment of performed traffic data with this specific rolling stock information. The collected data is delivered to ERESS (VIVENS). ERESS combines the information with data from certified measuring systems in the locomotive for the purpose of settling the energy costs of electricity consumed and for the billing of the charge for the traction power supply service offered as part of the basic access package.  The activities and systems of ERESS en VIVENS do not belong to this EVA					
		3. Description of the facilities				
3.1	Locations	N/A				
3.1.1	Availability	Availability: 7x24 hours				
3.1.2	Technical characteristics	The data for EVA is provided by railway undertakings via the Common Interface in the form of TCM and PTCPM messages.				
3.1.3	Planned changes	There are no planned changes.				
		4. User costs				
4.1	Information regarding the user charge	The charge for the EVA service is calculated on the basis of the number of kilowatt hours supplied via the traction power supply. The rate per kilowatt hour for the EVA service is:  Charge (per kilowatt hour) €0.000313				
4.2	Information relating to the discount on the user charge	N/A				
		5. User conditions				
5.1	Legal requirements	EVA is made available to all titleholders with an Access Agreement.				
5.2	Technical requirements made of railway vehicles	N/A				
5.3	Independent use	N/A				
5.4	IT systems	N/A				
		6. Capacity request				
6.1	Access request	N/A				
6.2	Handling time	N/A				
6.3	Information on capacity availability and TCRs	N/A				

# 5.4.3 Facilitating Exceptional Transport

Facilitating Exceptional Transport	
1. General information	



	Facilitating Exceptional Transport			
1.1	Service	The service falling under Category 3 of Annex II to Directive 2012/34/EU (ancillary service).		
1.2	Provider	ProRail		
1.3	Term of validity	The service is offered during the term of the Network Statement.		
	,	2. Function		
2.1	Description	ProRail facilitates Exceptional Transport for railway undertakings, see sections 3.4.2 and 0 of the Network Statement.		
		3. Description of the facility		
3.1	Locations	This service is provided on the main railway network.		
3.1.1	Opening hours	N/A		
3.1.2	Technical characteristics	See section 0 Exceptional Transport.		
3.1.3	Planned changes	The planned changes are included in Appendix 10 Infrastructure projects and study projects.		
		4. User costs		
		No specific charges apply to the <i>Facilitating Exceptional Transport</i> service, if use is made of the standard conditions described by ProRail in section 4.7.1.		
	Information related to the user charge	Trains that do not meet these standard conditions are subject to an Exceptional Transport regulation (further: tailor-made regulation); however, a fee is charged for these regulations. The charge per requested tailor-made regulation for Exceptional Transport is:		
4.1		Charge (per requested tailor-made regulation)  €162.42  N.B.		
		• In principle, no tailor-made regulation is required for six-axle wagons. However, as there is no specific code in Donna for this type of wagon, railway undertakings shall apply for a tailor-made regulation in this case. In case of six-axle wagons for domestic transport, a charge for a tailor-made regulation is not due. If a tailor-made regulation is required as a result of the UIC scheme (see section 4.7.1, When is there Exceptional Transport), the charge for a tailor-made regulation is due.		
		The charge applies to each requested tailor-made regulation. Changes to tailor-made regulations that have already been granted will not be charged.		
4.2	Information relating to the discount on the user charge	Zero rate exemption scheme relating to management:  For tailor-made regulations for Exceptional Transport involving the use of capacity in connection with the performance of instructions given by ProRail in respect of railway network management, a charge of zero shall be set for the Exceptional Transport service. An applicant for capacity who wants to see the zero rate scheme applied to a tailor-made regulation must state this in his application for a tailor-made regulation for Exceptional Transport.		
		5 User conditions		
5.2	Technical requirements made of railway vehicles	See section 0 Exceptional Transport.		
5.3	Independent use	N/A		
5.4	IT systems	N/A		
	6 Capacity request			
6.	Request	Request via the One-Stop-Shop, oss-bv@prorail.nl		



# 5.5 Ancillary services and charges

ProRail distinguishes the following ancillary services within the Category 4 services <sup>140</sup>:

- 1. Access to the telecommunications network.
- 2. Provision of additional information..
- 3. Inspection of railway vehicles.
- 4. Special maintenance services and facilities.

An overview of ancillary services provided by operators known to ProRail can be found in the *List of rail-related services and third-party service facilities accompanying the 2026 Network Statement*, which can be found on the ProRail website.

#### 5.5.1 Access to the telecommunications network

With regard to access to the telecommunications network, the services GSM-R Handhelds and GSM-R Other rail-related voice and data communication are offered in addition to the GSM-R Voice Safety service (see Appendix 23, item 7.1), which is part of the minimum access package. For details, see Appendix 23, item 7.2. For the possible applications of the services GSM-R Handhelds and GSM-R Other rail-related voice and data communication, contact <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a>.

A charge applies for the GSM-R Handhelds and GSM-R Other rail-related voice and data communication. The charge is shown in the third column of the table. The fourth column of this table contains a reference to the appendix for a detailed explanation.

Table 5.1 Ancillary services for access to the telecommunications network, including charge.

Name	Description	Reimbursement	For explanation see
Execution			
GSM-R Handhelds (GSM-R Portofonie)	Operational voice communication (point-to-point and group communication via handhelds at marshalling yards or in tunnels). The Voice Rail Safety service is also supported within GSM-R Handhelds.	On request (tailor-made)	Appendix 23 – 7.2
GSM-R Other rail-related voice and data communication (GSM-R Andere spoorweggerelateerde voice- en datacommunicatie)	Operational voice communication (point-to-point via handhelds at marshalling yards or tunnels) and data communication (text, circuit switched or packet switched for telemetry applications).	On request (tailor-made)	Appendix 23– 7.2

The services are offered exclusively to railway undertakings.

#### 5.5.2 Provision of additional information.

The table below lists the ancillary ICT and information services that are offered in the areas of preparation, timetable planning, timetable performance, testing options and performance analysis.

Section 4 of Annex II to Directive 2012/34/EU. The categories of services listed under 1 to 4 are not meant to be exhaustive.



A charge applies for some of these ancillary services. The charge is shown below in the third column of Table 5.3. The fourth column of this table provides a reference for a detailed explanation.

Table 5.2 Ancillary services provided by ProRail for provision of additional information, including charge.

Name	Description	Reimbursement	For explanation see			
Information on the railway infrastructure and/or service facilities						
Provision of tailor-made railway infrastructure data via Infra-Atlas	Tailor-made data on the functionality of the railway infrastructure using Infra-Atlas data.	No charge applicable	Appendix 23 – 1.2			
Provision of Geodata	Provision of GPS/RD data on:	No charge applicable	Appendix 23 – 1.2			
Simulation environments						
FRISO (Flexible Rail Infra Simulation Environment)	Simulation tool for infrastructure studies, capacity, robustness and safety analyses, innovation studies.	€2,883 <sup>141</sup>	Appendix 23 - 2.1			
NEO Simulation (NEO Simulatie)	Carrying out a simulation for testing innovations with the aim of improving train running.	On request (tailor-made)	Appendix 23 - 2.1			
ProRail ERTMS Integration Lab (PREI, ProRail ERTMS Integratielab)	Performance of (chain) integration tests between ERTMS on-board equipment and ERTMS trackside equipment in the ProRail ERTMS Integration Lab (PREI) with the aim of eliminating compatibility risks.	On request (tailor-made). A rate of €1,813 per day will be charged for the use of the ProRail ERTMS Integration Lab.	Appendix 23 - 2.1			
Information for drivers						
RouteLint	Real-time information for the driver on the traffic situation on his route. Available in 2 modules:  1. RouteLint Datastream 2. RouteLint App (only in combination with purchase Routelint Datastream	RouteLint Datastream € 0.007349 Per forecast train kilometre  Routelint App € 0.011931 Per forecast train kilometre	Appendix 23 - 3.2			
ORBIT	Gives the driver a warning if a stop signal is approached at too high a speed.	€0.008243 <sup>142</sup> Per forecast train kilometre	Appendix 23 - 3.2			

For FRISO, in addition to a charge, licence costs for the use of the simulation platform Enterprise Dynamics apply.

This concerns the charge for use; the implementation concerns customisation for which a price proposal is made on request.



Name	Description	Reimbursement	For explanation see
Information on and coordination of incident	ts and calamities		•
Tailor-made incident data	Provision of tailor-made incident data.  - Current Standard Obstruction Measures  - Data related to an undesired event, limited to a specific titleholder	On request (tailor-made)	Appendix 23 - 8.2
Information for intervention purposes			
MeekijkVOS  Punctuality map (Punctualiteitskaart)	View functionality in the VOS traffic control system, making it possible to monitor the course of train services.  The punctuality map gives	€2,828 Per account	Appendix 23 - 9.2  Appendix 23 - 9.2
Functuality map (Functualiteitskaart)	real-time graphical information on the punctuality of passenger train services.	applicable	Appendix 25 - 9.2
Provision of planning and performance information according to NL standard	Provision of real-time traffic plan data, related changes to the train service and performance information.	€6,988 <sup>143</sup> Per connection	Appendix 23 - 9.2
Provision of rolling stock and train positioning service (MTPS, Levering van Materieel- en Treinpositie Service)	The provision of real-time data on train positions on the basis of train detection systems.	No charge applicable	Appendix 23 - 9.2
Information on and coordination of the deli	vered performance		
Information on train service performance: tailor-made reports, provision of data and analyses.	Tailor-made report, provision of data and analysis of the train service performance.	No charge applicable	Appendix 23 - 10.1
TOON	Information on realised train movements	€679 Per account	Appendix 23 - 10.3
Sherlock	Support in the analysing of train performances	On request (tailor-made)	Appendix 23 - 10.3
Information on railway vehicles			
WILD and Hotbox detection systems	Revision of the various monitoring data on, for example, axle loads and wheel temperatures of passing railway vehicles. In addition to railway undertakings, the Entity in Charge of Maintenance (ECM) can also receive monitoring data from ProRail on request about the quality of the wheels, bogies and axle boxes.	On request (tailor-made)	Appendix 23 - 11.1

The ICT and information services are only offered to railway undertakings, unless otherwise indicated in the detailed description of the relevant service in Appendix 23.

This concerns the charge for use, the implementation concerns customisation for which a price proposal is made on request.



The charge due is calculated on an annual basis, unless otherwise agreed. When concluding the Access Agreement, it will be determined which ICT and information services will be purchased and which associated costs will be charged.

# 5.5.3 Inspection of railway vehicles

ProRail does not perform any inspections of railway vehicles. The inspection of railway vehicles is carried out by inspection bodies designated by the Minister of Infrastructure and Water Management for the approval and certification of new and revised railway vehicles. The <u>inspection bodies are stated on the ILT website</u>.

### 5.5.4 Special maintenance services and facilities<sup>144</sup>

Special maintenance facilities are available at overhaul and maintenance firms. An overview of the providers of rail-related services and service facilities known to ProRail can be found on the <a href="ProRail">ProRail</a> website.

# 5.6 Financial penalties, incentives and compensation

## 5.6.1 Penalties for changing train paths by titleholders

No financial penalties in the form of levies or additions apply to the changing of train paths by titleholders.

## 5.6.2 Penalties for changes to train paths by the infrastructure manager

No financial penalties in the form of levies or additions apply to the changing of train paths by titleholders.

#### 5.6.3 Penalties for not using train paths

The penalty for not using a train path without cancellation is equal to the price for cancelling after scheduled departure in Table 5.4 in section 5.6.4.

#### 5.6.4 Penalties for cancellation of train paths

A cancellation charge applies for not cancelling or not using train paths in time. The purpose of the cancellation charge is to encourage the efficient use of capacity. Railway undertakings and ProRail owe a charge as shown in Table 5.3.

Table 5.3 Cancellation charge for railway undertakings and ProRail

Time of cancellation	Charge (per path) (share of train path price*)
After scheduled departure	100%
< 24 hours before departure	50%
Between 24 hours and 4 days	40%

This section specifically covers maintenance facilities dedicated to high-speed trains or other types of rolling stock requiring specific facilities and associated major maintenance services.



Between 5 days and 30 days	0%
Between 31 days and 60 days	0%
> 60 days before scheduled departure	0%

<sup>\*</sup>Train path charge as stated in section 5.3.1 calculated based on the standard weight of the train type.

Which trains are subject to a charge is based on information from the ProRail systems. The VOS traffic control system, in which ProRail (Traffic Control) records the plan alteration reason, is used for this purpose. Table 5.4 below shows for each plan alteration reason whether a cancellation charge is due.

Table 5.4 Cancellation charge per plan alteration reason (less than 4 days prior to departure)

Charge	Plan alteration reason VOS
Railway undertaking pays charge to ProRail.	Order     TPA (Train path request)     Vertrekprocesvervoerder (Carrier departure process)
ProRail pays charge to railway undertaking.	BUTA (request outside the deadline) and CVB (capacity restrictions)     Werkproces VL (Traffic control work process)
No charge.	Other plan alteration reasons, including:  SW-dossier (SpoorWebdfile)  TAD (train handling document)  Vorige IM (previous infrastructure manager)  VSM (obstruction measure)  ROD (regional venting timetable)  LUD (nationally depleted timetable)  Weer (weather)  TPA Zwarte gat (train path request that is submitted during the transition from the planning phase to the intervention phase)  145
Only charge for railway undertaking or ProRail if the context shows that it is a chargeable reason.	• Other

#### 5.6.5 Incentives and discounts

#### 5.6.5.1 Scarcity tax

If no agreement can be reached during coordination regarding conflicting capacity requests related to transport, the infrastructure manager may apply a scarcity surcharge. 146.

The scarcity surcharge for train paths is calculated as follows:

- The affected railway infrastructure is that part of the main railway network where the requests conflict with one another. Examples are: the route section between two timetable points, a platform track, a connection/flyover.
- Conflicting means two or more capacity requests relating to the same infrastructure, at the same time in the same period. This can re-occur several times during the timetable year.
- Each train path that was part of the competing timetable request and that uses the railway infrastructure concerned during the period of congestion is subject to a surcharge of €100.

During the transition from the planning phase to the traffic control phase, there is a short period during which requests cannot be processed visibly for all stakeholders in the planning systems (DONNA and VOS). This period is called the black hole.

The authority to apply a scarcity surcharge is contained in Article 11a of the Implementation Directive 2012/34/EU and Section 7 Railway Capacity Allocation Decree.



If the scarcity charge has not been applied or has not produced a satisfactory result, ProRail will issue a congestion statement for the infrastructure concerned.

#### 5.6.5.2 Discount for framework agreements

ProRail does not offer framework agreements.

#### 5.6.5.3 ERTMS discount

ProRail offers no discount on the user charge for the application of ERTMS in trains.

## 5.6.6 Compensation for planned TCRs

ProRail applies a compensation scheme when determining capacity for works in the Netherlands, as described in section 4.3.2.2 *Incidental TCRs*. In principle, the preferred variant of the TCR prepared by ProRail is chosen, subject to that stated below.

The level of compensation differs for works in the context of conversion or modernisation. In principle, whether there is a conversion or modernisation is determined on the basis of financing from the newbuild budget or the maintenance budget. ProRail may deviate from this principle after consultation with all parties in the <u>regional user consultation (RGO)</u>. For example, if a modernisation project results in major changes to the track design and there is in fact a conversion, the rules under section 5.6.6.1 *Compensation scheme for conversion* works can be declared applicable.

#### 5.6.6.1 Compensation scheme for conversion works

- a. In case of newbuild works, the out-of-pocket costs of replacement transport made by the railway undertaking are compensated only on the basis of quotes agreed in advance by ProRail.
- b. In case of newbuild works, no compensation is paid for rerouted trains. This applies to both passenger and freight transport, subject to the exception mentioned in point c. No additional compensation shall be granted for any additional stabling costs.
- c. If the TCR lasts longer than 6 weeks (average term of a change sheet), and the negative impact thereof on the normal timetable traffic can only be resolved by rerouting over other route sections, the resulting extra additional out-of-pocket costs of the titleholder, properly specified and substantiated, will be borne by ProRail.

#### 5.6.6.2 Compensation scheme in case of modernisation works

- a. For passenger carriers, modernisation works (large-scale maintenance and renewal) give rise to compensation in the following cases:
  - i. Compensation is granted if and insofar as a TCR falls (partly) on normal working days) and if it affects the morning and/or evening peak periods (for the definition of peak periods, see section 4.5.4 Further description of processes); the compensation then applies to the cancelled train kilometres of trains during those working days.
  - ii. No compensation is provided in case of TCRs during weekends, night-time, off-peak periods, low traffic periods (i.e., school holidays and official public holidays) and the day between a public holiday and a weekend) or if the through traffic is not affected.
  - iii. The compensation amount is calculated using the fare per cancelled train kilometre referred to in point iv compared to the normal timetable without TCR.
  - iv. The compensation for railway undertakings for passenger transport depends on the category to which the affected route section is allocated and amounts to:
    - For Category 1 route sections: €13.44 per cancelled train kilometre according to the normal timetable.
    - For Category 2 route sections: €7.24 per cancelled train kilometre according to the normal timetable.

The route sections are shown in section 5.6.6.4.



- b. For freight carriers who have or will have to deal with modernisation works (large-scale maintenance and renewal) on freight route sections (5.6.6.5 *Criteria for freight trains scheme*), compensation applies in the following cases and to the extent described below:
  - i. Compensation is provided if and in so far as a TCR (partly) falls during normal working days and if the TCR lasts longer than 12 hours; the compensation then applies to those trains that have not run according to the originally planned route during those working days.
  - ii. Compensation is calculated on the basis of an amount for each freight train affected by the TCR. For the definition of an affected train, see section 5.6.6.5 *Criteria for freight trains scheme*:
  - iii. The amount of compensation per freight train is determined according to the 'compensation rate' in section 5.6.6.5 *Criteria for freight trains scheme*.

No compensation will be granted if the TCRs are scheduled at weekends (Saturday 00:00 to Monday 06:30) or during low freight traffic periods (i.e. public holidays and the day between a public holiday and a weekend), or if the TCR lasts less than 12 hours or if through train traffic is not affected (see section 5.6.6.5 *Criteria for freight trains scheme*).

c. Railway undertakings for private passenger transport can, in case of planned modernisation works (large-scale maintenance and renewal) qualify for compensation for trains that cannot run on the initially requested route. The compensation amounts to €16.55 per extra train kilometre between the rerouting according to the Corridor Book 2026 and the initially requested route.

If, in ProRail's exclusive opinion, strict application of this compensation scheme would lead to a situation that would clearly be considered unreasonable, it is possible to deviate from the above.

#### 5.6.6.3 Compensation scheme for combinations of TCRs

If modernisation works are combined with newbuild works, the compensation is calculated as the average compensation that would apply if no combination of works was present. The calculation is weighted according to the duration of works and, if applicable, the transport flows affected, with the nature of works determining the final payment per transport flow. This applies to both passenger and freight train operators. If the duration of a combination of TCRs is less than 10% of the other TCR, this is not regarded as a combination for the compensation scheme.

#### 5.6.6.4 Criteria for the scheme for passenger trains

For the application of the compensation scheme for passenger trains, the route sections have been divided into two categories:

#### Category 1:

- Den Helder Alkmaar Amsterdam Centraal Eindhoven Maastricht Eijsden Grens / Heerlen
- Woerden Leiden Haarlem Amsterdam Centraal
- Rotterdam Centraal / Den Haag Centraal Utrecht Centraal Zwolle Groningen / Leeuwarden
- Amsterdam Centraal Amersfoort Deventer Enschede / Oldenzaal Grens
- Amsterdam Centraal Schiphol Airport Den Haag HS Rotterdam Centraal Roosendaal Vlissingen / Roosendaal Grens
- Schiphol Airport Duivendrecht Lelystad Zwolle
- Amsterdam Hilversum Utrecht Centraal Arnhem Zevenaar Grens / Nijmegen
- Zwolle Arnhem 's-Hertogenbosch
- Roosendaal / Lage Zwaluwe Breda Tilburg Boxtel / 's-Hertogenbosch
- Eindhoven Venlo
- Amsterdam Schiphol Nieuw Vennep Rotterdam (HSL Zuid Noordtak) Breda Grens (HS-Zuid Zuidtak)

Category 2: all other route sections, which are not allocated to Category 1.

For the schemes, see section 5.6.6.1 and 5.6.6.2.



### 5.6.6.5 Criteria for the scheme for freight trains

The definition and rates below apply supplementary to the compensation scheme for freight trains as described in section 5.6.6.2, item b.

Determining the number of trains for compensation (definition of affected trains)

The compensation is calculated over the average number of trains that during the same period as the TCR (in terms of duration, day type and time) have actually run on the cancelled route section during one and two weeks before the TCR and one and two weeks after the TCR. This is based on trains registered as freight trains in Spoorkompas. In case of a non-obstructive TCR, any freight trains that have run during the TCR are deducted.

#### Rate

The compensation rate for freight trains depends on the route section on which the TCR took place and is expressed as an amount per affected train (see definition above). The rates for the most popular freight routes are stated in Table 5.5 below. A specific compensation rate is determined on a case-by-case basis in the event of TCRs that affect multiple route sections, whereby the customary rerouting routes cannot be used.

Table 5.5 Compensation rate for freight trains

Route section	Compensation rate	
Amersfoort – Deventer	€621.83	
Amersfoort - Zwolle	€373.10	
Amersfoort – Duivendrecht Aansluiting	€870.56	
Amersfoort – Utrecht	€621.83	
Almelo – Mariënberg	€124.37	
Alphen a/d Rijn – Gouda	€373.10	
Amsterdam Centraal – Breukelen	€621.83	
Breda – Roosendaal	€621.83	
Breda – Tilburg	€621.83	
Breukelen – Utrecht	€124.37	
Boxtel – Eindhoven	€870.56	
Boxtel – Vught Aansluiting	€373.10	
Beverwijk – Haarlem	€870.56	
Eindhoven – Roermond	€373.10	
Eindhoven – Venlo Grens	€870.56	
Gouda – Harmelen Aansluiting	€373.10	
Haarlem – Amsterdam Sloterdijk	€870.56	
Harmelen Aansluiting – Breukelen	€870.56	
Harmelen Aansluiting – Utrecht	€124.37	
's-Hertogenbosch – Lunetten	€621.83	
Kijfhoek – Lage Zwaluwe	€621.83	
Kijfhoek – Meteren Aansluiting	€621.83	
Leeuwarden – Meppel	€621.83	
Meppel – Onnen	€621.83	
Meteren Aansluiting – Zevenaar Oost	€621.83	
Roermond – Sittard	€1,368.02	
Roermond – Venlo	€1,119.29	
Gouda – Rotterdam Zuid	€373.10	
Deventer – Oldenzaal Grens	€870.56	
Sittard – Eijsden Grens	€621.83	
Sittard – Haanrade Grens	€1,368.02	
Tilburg – Boxtel	€621.83	
Tilburg – Vught Aansluiting	€373.10	



Utrecht – Zevenaar Oost	€124.37
Zwolle – Mariënberg	€1,119.29
Lage Zwaluwe – Breda	€373.10
Lage Zwaluwe – Roosendaal	€1,368.02

# 5.6.7 Financial compensation freight carriers in case of ad hoc capacity withdrawal for works

Titleholders are entitled to financial compensation of the (extra) rerouted kilometres in case they have to reroute as a result of incidental TCRs as referred to in sections 4.3.2.3.2 to 4.3.2.3.5. In case of a TCR that can only take place with the agreement of titleholders affected by this alteration (see section 4.3.2.3.5), (additional) compensation on consent applies.

Section 5.6.7.1 details the compensation scheme for rerouting; section 5.6.7.2 details the compensation scheme on consent.

#### Market segmentation

The market segmentation into freight services and passenger services is made on the basis of the running characteristics of a train. Trains that are defined as freight trains according to their running characteristics, as well as the related movement of light locomotives, are considered freight trains. Trains that according to their running characteristics qualify as passenger trains and the related traffic of light locomotives and empty rolling stock qualify as passenger trains.

#### 5.6.7.1 Determining compensation rerouting kilometres

The compensation concerns only the compensation for the (additional) rerouted kilometres for the train path service. For rerouting during the traffic control phase, the compensation is determined based on the actual rerouted train kilometres and the amount of compensation depends on the weight class of the train and the market segment (see section 5.3.1).

For rerouting established before the traffic control phase, compensation is based on a fixed (standardised) weight per market segment, namely:

- 650 tonnes for trains in the freight services market segment,
- 350 or 150 tonnes for trains in the passenger services market segment. The weight depends on the type of route section on which the TCR takes place (see section 5.6.6.4): is this a category-1 route section, then a weight of 350 tonnes applies and is this a category-2 route section, then a weight of 150 tonnes applies.

No compensation for rerouted kilometres applies in the case where a zero rate is applied for the minimum access package due to the execution of rail infrastructure management contracts issued by ProRail.

Table 5.6 Compensation for rerouting per train kilometre

Market segment	Weight category	Compensation train path	
Freight services	601 up to and including 3,200 tons	€2.2252	
	321 up to and including 600 tons	€1.3114	
Passenger transport services	121 up to and including 160 tons	€0.7417	

Compensation is determined based on the extra kilometres and these standardised compensation rates. The additional kilometres are determined according to the preferred rerouting route (see the Corridor Book 2026). The compensation is paid by means of a credit note to the railway undertaking which is invoiced and pays the user charge for the train path.



### 5.6.7.2 Determination of compensation on consent

Pursuant to section 4.3.2.3.4 Postponement until next publication is not justified, ProRail may amend agreed TCRs or introduce new TCRs where the agreement of titleholders affected by such amendment is required at the time these TCRs are established. The compensation for agreement of the disadvantage experienced is standardised and paid by means of a credit note to the railway undertaking that would be invoiced the user charge for the train path. Where, at the time of agreement to the cancellation of capacity by a capacity holder, no railway undertaking has yet been designated to use the allocated capacity, the compensation is paid to the capacity holder (the party with the capacity agreement).

ProRail determines how trains are affected by this TCR:

- For trains that are rerouted, the tariff from table 5.7 is applied. This tariff consists of compensation for rerouting and for stabling.
- For trains that cannot be rerouted, the rate for cancellation is used, see table 5.8.
- Out-of-pocket costs in case of alternative modality.

Table 5.7 Compensation for rerouting after agreement per train kilometre

Market segment <sup>147</sup>	Weight category	Compensation for stabling	Compensation on consent	Compensation Total
Freight services	01 up to and including 3,200 tons	€1.9824	€9.8286	€11.8110
Passenger transport	321 up to and including 600 tons	-	-	Based on OOP costs
services	121 up to and including 160 tons	-	-	Based on OOP costs

Table 5.8 Compensation for cancellation after consent

Market segment <sup>148</sup>	Weight category	Compensation for cancellation
Freight services (per train)	601 up to and including 3,200 tons	€1,688.97
Passenger transport services	321 up to and including 600 tons	Based on OOP costs
	121 up to and including 160 tons	Based on OOP costs

If railway undertakings use an alternative modality, only the out-of-pocket costs are eligible for compensation. No compensation for cancellation will be paid if there is an alternative modality.

#### 5.6.7.3 Graduated scale in case of consent

If an additional TCR is established at a late stage (from 30 days before implementation), a graduated scale of compensation amounts is applied, see table 5.9.

Table 5.9 Compensation for rerouting and cancellation with graduated scale

Market	Weight category	Compensation for rerouting		
segment		Outside 30 days	From 30 days	From 14 days
Freight services	601 up to and including 3,200 tons	€11.8110	€18.1707	€18.4522
Passenger	321 up to and including 600 tons	Based on OOP costs	Based on OOP costs	Based on OOP costs
services	121 up to and including	Based on OOP costs	Based on OOP costs	Based on OOP costs

The additional kilometres are determined according to the preferred re-routing route (see the *Corridor Book 2026*).

This compensation is based on a fixed weighted corridor distance for freight transport; for other transport services, kilometres are determined in consultation with the titleholder.



	160 tons			
Market	Compensation for cancellation			ion
segment	Weight category	Outside 30 days	From 30 days	From 14 days
Freight services	601 up to and including 3,200 tons	€1,688.97	€2,598.43	€2,638.68
Passenger	321 up to and including 600 tons	Based on OOP costs	Based on OOP costs	Based on OOP costs
services	121 up to and including 160 tons	Based on OOP costs	Based on OOP costs	Based on OOP costs

Note: All compensation amounts are per train kilometre; in the case of the cancellation of freight services, it concerns an amount per train.

# 5.6.8 Financial compensation for longer stabling due to disruptions and restrictions

Rail infrastructure disruptions or restrictions may result in a longer stabling period. In the rail yards where the charge for the stabling and shunting service is levied on the basis of the actually realised stabling period, this longer stabling period for the titleholder results in a higher charge due for this service. ProRail provides compensation for this.

The longer stabling period due to disruptions and restrictions cannot be determined for individual situations. For this reason, in cases where the charge for the stabling and shunting service is levied on the basis of the actually realised stabling period, a stabling period of sixty minutes is compensated. If the actual stabling time is less than 60 minutes, the compensation amount will be calculated on the basis of the actual stabling time.

The total compensation amount will be calculated by multiplying the stabling time of up to 60 minutes by the charge per minute for the stabling and shunting service as specified in section 7.3.5.2.1 *Stabling and shunting.* 

The compensation only applies in those situations where a charge for the stabling and shunting service is due. This means, for example, that in situations where an exemption applies for so-called non-commercial stops (see point 4.1 in section 7.3.5.2.1 *Stabling and shunting*) and in situations where a zero rate scheme applies in connection with management (see point 4.2 in section 7.3.5.2.1 *Stabling and shunting*), no compensation will be granted. This compensation applies during the calendar year 2027 and will be implemented on a quarterly basis.

## 5.7 Performance scheme

ProRail applies a performance scheme to railway undertakings active in the freight and passenger transport market segments. The performance scheme encourages railway undertakings and ProRail to minimise disruption and improve the performance of and on the main railway network. The added value of the performance scheme is such that it:<sup>149</sup>

- Leads to better punctuality and utilisation of railway capacity;
- Leads to the use of less onerous railway vehicles for the railway infrastructure, or
- Encourages the use of the Betuweroute for the transport of dangerous goods.

The elements of the performance scheme are defined in the Access Agreement (to the extent that performance can be measured).

Article 11i(2) Implementation Directive 2012/34/EU on establishing a single European railway area.



Regulations for the passenger and freight transport market segments are described in the paragraphs below. These regulations do not have a financial component in the form of bonuses and penalties, but aim, by measuring, discussing and publishing the values of specific indicators per railway undertaking, to encourage railway undertakings to improve performance on these indicators. The same applies to ProRail's performance on the specific indicators that apply to the infrastructure manager.

The performance is published on the Logistics Portal. For the publication of the performance indicators on the Logistics Portal, an exception is made to the provisions as included in Article 6 of the General Terms & Conditions relating to confidentiality. The values of the agreed performance indicators for this performance scheme for each railway undertaking and the infrastructure manager are not considered confidential.

### 5.7.1 Regulations for the passenger transport market segment

ProRail will in the Access Agreement with the railway undertaking providing passenger services agree on a regulation that concerns:

- 1. Railway vehicle defects
- 2. Delivered train paths

### 5.7.1.1 Railway vehicle defects

#### Obiective

The 'railway vehicle defects' element of the performance scheme aims to reduce the number of defects in railway vehicles or to encourage the railway undertaking to repair rolling stock defects as quickly as possible.

#### Indicator

The number of defects in railway vehicles of railway undertakings that affect the train service, per 100,000 train kilometres travelled by railway undertakings in a timetable year. A rolling stock defect with an impact on the train service is a cause recorded in the Monitoring-Approval system under category D3 Rolling stock defect.

#### **Principles**

The railway undertaking strives in 2026 to achieve an improvement in the value of the indicator compared to:

- The lowest value of the indicator of the railway undertaking in question in the past 3 year (2023 2025).
- The norm value of the indicator of the passenger transport market segment. The norm value is determined by the average realised value of the indicator over the past 3 years (2023 2025).

#### Measuring and discussion regime

ProRail will publish on the Logistics Portal as soon as the 2025 monitoring data are verified, but no later than April 2026:

- The lowest value of the indicator per railway undertaking in the period 2023 2025.
- The norm value of the passenger transport market segment calculated on the basis of the average for the period 2023 2025.

ProRail will publish on the Logistics Portal after the end of the 2026 timetable year as soon as the 2026 monitoring data are verified, but no later than April 2027:

- The realised value of the indicator per railway undertaking in the year 2026.
- The realised value of the passenger transport market segment in the year 2026.

If a railway undertaking has been active on a particular route for less than three years, the realisation figures used are determined in consultation prior to the timetable year. This will be stated with the publication.



#### 5.7.1.2 Delivered train paths

#### Objective

The *delivered train paths* element of the performance scheme aims to increase the proportion of train paths supplied by ProRail in relation to the total number of train paths agreed with the railway undertaking.

#### Indicator

A percentage consisting of the number of train paths delivered compared to the train paths agreed with the railway undertaking in a timetable year.

A train path is a capacity reservation for a train in the original plan. The original plan consists of the timetable delivered to Traffic Control plus the new trains requested and submitted by the railway undertaking, with the exception of the six-digit train numbers from intervention measures.

The indicator measures, for the trains of the railway undertaking with a *passenger run characteristic* in this original plan, what percentage of not or not fully realised train paths of the total number of planned train paths is caused by the railway undertaking itself or by another railway undertaking.

#### **Principles**

For each railway undertaking, ProRail strives to improve the value of this indicator in 2026 compared to 2025.

#### Measuring and discussion regime

ProRail will publish the value of the indicator per railway undertaking on the Logistics Portal after the end of the 2026 timetable as soon as the 2026 monitoring data are verified, but no later than April 2027.

### 5.7.2 Regulations for the passenger transport market segment

ProRail will with the rail freight carriers agree on a regulation that concerns:

- 1. Punctuality of freight trains
- 2. Customer nuisance as a result of infrastructure, ICT or third-party disruptions as well as Traffic Control understaffing

#### 5.7.2.1 Punctuality of freight trains

#### Obiective

This indicator serves to improve the punctuality of freight trains. Improved punctuality also contributes to better use of capacity on the railways. Arrival punctuality is a performance priority for the Rail Freight Corridors. Punctuality in the Netherlands also contributes to Rail Freight Corridor arrival punctuality.

#### Indicator

- Punctuality is measured against the original plan with a maximum delay of 30 minutes and optionally against the current plan with a maximum delay of three minutes.
- Punctuality is measured on departure/arrival/exit/border-in punctuality on the main railway network managed by ProRail. 'Border' refers to the management boundary between ProRail and DB InfraGO and Infrabel respectively.
- The original plan is the plan that will be transferred to the Traffic Control systems in the DONNA transfer
- The infrastructure manager provides monthly information on departure/arrival/exit/border-in/border-out punctuality on the main railway network managed by ProRail and provides the Rail-Freight-Corridor arrival punctuality.

#### **Principles**



- Punctuality is measured against the original plan with a maximum delay of 30 minutes and optionally against the current plan with a maximum delay of three minutes.
- Punctuality is measured on departure/arrival/exit/border-in punctuality on the main railway network managed by ProRail. 'Border' refers to the management boundary between ProRail and DB InfraGO and Infrabel respectively.
- The original plan is the plan that will be transferred to the Traffic Control systems in the DONNA transfer.
- A maximum of five turnaround cycles per railway undertaking per quarter, to be determined jointly in consultation. These may be either national or international turnaround cycles.
- The infrastructure manager provides monthly information on departure/arrival/exit/border-in/border-out punctuality on the main railway network managed by ProRail and provides the Rail-Freight-Corridor arrival punctuality.
- The railway undertaking is responsible for an analysis of performance and scope for improvement and makes improvements wherever this can reasonably have a direct operational and commercial impact.
- The standard is to achieve a positive trend in 2026.

#### Measuring and discussion regime

- According to standard process to achieve the objective: measurement, analyse causes of delay, define improvement measures, implementation, monitoring, intervention if necessary.
- Each month, the cause analysis, areas for improvement and measures to be taken/adopted in an account meeting.
- Twice a year, on the basis of the indicators set out in the performance scheme, the infrastructure manager informs railway undertakings in freight transport of the average annual performance level within their sector.

# 5.7.2.2 Customer nuisance as a result of infrastructure, ICT or third party disruptions as well as Traffic Control understaffing

#### Objective

The purpose of this indicator is to reduce the impact on the freight process of infrastructure, ICT or third party disruptions on the railways managed by ProRail as well as Traffic Control understaffing, thus contributing to better reliability and availability of the main railway network and better utilisation of capacity on the railways.

#### Indicator

- The affected freight trains and light locomotives are determined on the basis of an irregularity as a result of infrastructure, ICT or third party disruptions as well as Traffic Control understaffing of the infrastructure manager for which a report card with infrastructure restriction has been generated in the SpoorWeb system. This must be done by taking a 'snapshot' of then valid plan between the two timetable points where the irregularity occurs in SpoorWeb at the moment an irregularity starts. Affected trains concern freight trains and light locomotives that:
  - Are rescheduled on first departure or in transit;
  - Or have been rerouted via a different route or different border crossing;
  - Or have been cancelled.
- Output: a list of the number of affected freight trains per calamity per type of train (freight train, light locomotive) per intervention (rerouted, other border crossing, rescheduled on first departure or in transit, extra stop(s), cancelled) expressed in numbers, affected train number/date and in duration (minutes).

Table 5.10 Example table for displaying number of affected freight trains

	Loose locomotive	Freight train
Train rescheduled on first departure		
Train rescheduled in transit		



Rerouted train	
Train via other border crossing	
Cancelled train	

#### **Principles**

- Irregularity: all report cards with an infrastructure restriction in the SpoorWeb system.
- Traffic Control understaffing: closing of workplaces at the Kijfhoek station.
- Freight train: train with running characteristic GO.
- Light locomotive: train with running characteristic LL.
- Rerouted train: train that has been (partially) rerouted to a different route (timetable points) due to an irregularity on its originally planned route.
- Train with a different border crossing: the freight train has been rerouted or given a different border crossing than originally planned.
- Train rescheduled on departure: the freight train has been allocated a different timetable (time slot) over the same complete route.
- Train rescheduled in transit: the freight train has been given an extra stop on the same route or a longer planned stop in the timetable.
- Train cancelled: the timetable has been withdrawn from the VOS system following intervention by
  the infrastructure manager or has been cancelled by the railway undertaking by means of the ICT
  services Submit capacity requests according to TAF/TAP TSI standard or the Order Portal (see
  Appendix 23, item 4.1).
- Infrastructure failures: failures in railway infrastructure, such as points, overhead lines and signals.
- ICT disruptions: these are disruptions at the Traffic Control systems (VOS and PRL).
- Third-party disruptions: disruptions or failures with an external cause affecting the operation of the railway infrastructure or traffic control processes, such as suicides, power failures, defective railway vehicles or collisions with a person.
- The infrastructure manager provides monthly information to the railway undertaking about customer nuisance on the main railway network managed by ProRail.
- The infrastructure manager is responsible for an analysis of the performance and scope for improvement and makes improvements wherever this can reasonably have a direct impact.
- The standard is to achieve a positive trend in 2026.

#### Measuring and discussion regime

- According to standard process to achieve the objective: measurement, analyse causes of delay and cancel train, define improvement measures, implementation, monitoring, intervention if necessary.
- Each month, the cause analysis, areas for improvement and measures to be taken/adopted in an account meeting.
- Twice a year, on the basis of the indicators set out in the performance scheme, the infrastructure manager shall communicate the average annual performance level of the infrastructure manager to the railway undertakings in the freight transport sector.

### 5.7.3 Performance scheme complaints procedure

- Complaints and disputes regarding the implementation of the performance scheme agreed in the Access Agreement will be handled in accordance with the General Regulations on the Settlement of Complaints and Disputes (see Appendix 4).
- A party to the Access Agreement that is of the opinion that the other party to the agreement does
  not (properly) fulfil the performance scheme and that its complaint should be handled with urgency,
  can invoke application of the Performance scheme complaints procedure.
   The complainant will submit the request for application of the Performance scheme complaints
  - The complainant will submit the request for application of the Performance scheme complaints procedure in writing to ProRail within five working days of receiving the information or documentation that gave rise to the complaint.

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- The complaint will be handled by an impartial chairman designated by ProRail with the approval of the complainant. ProRail and the complainant will provide the chairman with the information that they consider necessary. The chairman will consult with both parties, at least once in each other's presence.
- After hearing the parties, the chairman will assess the urgent nature of the complaints procedure and will (if urgency applies) release a written opinion on the complaint within ten working days.
- The complaint is satisfactorily resolved when both parties agree to the resolution in accordance with the decision by the chairman. Any party that is of the opinion that the complaint is not satisfactorily resolved will inform the other party thereof within ten working days of the opinion of the chairman, after which the handling will be continued in accordance with the General Regulations on the Settlement of Complaints and Disputes, applicable from Article 1.4.
- On the application of this Performance scheme complaints procedure, the time periods stated in the General Regulations on the Settlement of Complaints and Disputes will be suspended until ten working days after the chairman has released his opinion.
- This *Performance scheme complaints procedure* constitutes the dispute regulation as referred to in Directive 2012/34/EU, Annex VI, Section 2.g.

# 5.8 Changes to charge schemes

## **5.8.1 Charge scheme 2026**

If ProRail wishes to alter (parts of) the charge schemes described in this Network Statement (with the exception of the charge for the basic access package and the extra charge), ProRail will submit the draft of the amended scheme to the titleholders for consultation. The changed scheme goes into effect at least three months after it has been announced in a supplement to the Network Statement.

ProRail shall revise the charges on the basis of indexation according to the consumer price index (CPI) as included in the Central Economic Plan of the CPB (Netherlands Bureau for Economic Policy Analysis) and according to the input price index GWW 4212b Rail Operations/Maintenance of the Netherlands Bureau for Statistics (CBS). The original price level of the charge is always taken as a starting point and is indexed on the basis of the realised inflation for the historical years (with said GWW index) and with the expected CPI for future years. The way in which these charges are indexed is described in detail in the allocation methods relating to these services. Such an alteration goes into effect at least one month after having been announced in a supplement to the Network Statement.

### 5.8.2 Expected changes to charge schemes

#### 5.8.2.1 Multi-year charges

The charges for the basic access package as described in section 5.3 and for the additional and ancillary services as described in sections 5.4 and 5.5 are calculated for a period of four years (2026 – 2029). This means that the charges for these services will also apply for the 2027, 2028 and 2029 timetables. For the purpose of application in said years, the charges will be indexed to the price level of the timetable year concerned. The way in which these charges are indexed is described in detail in the allocation methods relating to these services.

ProRail is preparing a free choice of suppliers on its traction network, for railway undertakings that have trains with a validated meter. The start date is not yet known. See also the explanation in Appendix 24.

# 5.9 Invoicing

# **ProRail**

ProRail shall invoice the charges and levies per calendar month, after the end of the month in question, unless indicated otherwise. Payment for the ICT and information services insofar as not included in the charge for the basic access package takes place in the first quarter of the year. In the event of an interim provision or termination of an ICT or information service, invoicing for all changes occurring during the timetable year will take place in the fourth quarter of 2026.

ProRail may, in case of reasonable doubt regarding the solvency of a titleholder, at all times require a financial guarantee as referred to in Article 23.7 of the General Terms & Conditions. The financial guarantee consists of either an advance payment or a bank guarantee.<sup>150</sup>

ProRail can in case of loss handling demand security to the amount of the estimated loss amount.

# 5.10 Other services, charges and levies

## 5.10.1 HSL Charge

The HSL charge for the use of the route sections Hoofddorp – Rotterdam West and Barendrecht – Belgian border must comply with the regulations of the HSL Charge Decree 2015. The HSL charge is calculated per train kilometre over the distances between the following timetable points:

- Hoofddorp Midden Rotterdam Hogesnelheidslijn Aansluiting (46.0 km)
- Rotterdam Lombardijen Hogesnelheidslijn Breda Grens (48.6 km)
- Rotterdam Lombardijen Zevenbergschenhoek Aansluiting (29.2 km)
- Breda Aansluiting Hogesnelheidslijn Breda Grens (15.1 km)

The HSL charge is charged for train paths that are actually used, as well as for train paths that have been allocated to the railway undertaking on conclusion of the Access Agreement, but which have not been used by the railway undertaking.

Excluded are train paths that the railway undertaking was only able to use with a delay (or with a increase in delay) of more than 10 minutes in connection with infrastructural defects to the railway infrastructure belonging to the Hoofddorp - Rotterdam West and Barendrecht - Belgian border high-speed lines, or was not able to use as a result of the nonavailability of any part of the high-speed network or the connecting main railway network as referred to in Section 3(2)(a) HSL Charge Decree 2015. Also excluded are paths used by the titleholder for work to be carried out on or on the main railway network at the direction of the infrastructure manager or for the management of the main railway network, as referred to in Section 3(1)(c) HSL Charge Decree 2015.

The titleholder will from 1 February 2026 owe the HSL charge over the time period from 14 December 2025 until 31 December 2025, to be determined in consultation with the titleholders on the basis of a provisional settlement of a forecast or allocated number of train kilometres of the titleholders on the high-speed railway network during the 2025 calendar year.

The titleholder will from 1 February 2027 owe the HSL charge over the time period from 1 January 2026 until 12 December 2026, to be determined in consultation with the titleholders on the basis of a provisional settlement of a forecast or allocated number of train kilometres of the titleholders on the high-speed railway network during the 2026 calendar year.

Final settlement will follow when the HSL charge has definitively been set in accordance with the provisions of the Decree HSL Charge 2015.

<sup>&</sup>lt;sup>150</sup> As referred to in Implementing Regulation (EU) 2015/10.

<sup>&</sup>lt;sup>151</sup> Section 2 HSL Levy Decree 2015.



# 6 Operations

## 6.1 Introduction

The statutory rules for safe and unhindered use of the main railway network are laid down in the Railways Act, the Rail Traffic Decree, the Rail Traffic Regulations and associated regulations. This chapter describes operational conditions and processes to be followed in order to promote the efficient use of the main railway network and an efficient handling of communication between ProRail and operational railway personnel. The Operating Conditions as set out in section 6.2 are agreed in the Access Agreement.

# 6.2 Operational Conditions

#### 6.2.1 Communication with Traffic Control

#### 6.2.2.1 Language

ProRail uses Dutch as the working language as referred to in the TSI Operations and Traffic Control. In the event of an *international disruption*, as defined in Chapter 2 of the *Handbook for International Contingency Management* of RNE, the language as defined in this handbook applies (for further information see also section 6.3.3). Because traffic control on the Enschede - Enschede Border section is done by DB InfraGo, the working language there is German, as described in the document *Border Line Agreement Enschede - Gronau*. This document is available on the Logistics Portal.

Train drivers of railway undertakings can be granted an exemption on cross-border route sections with regard to the language level that must be spoken. To obtain this exemption, the *Exemption procedure language level (B1) drivers on cross-border route sections* must be followed. This procedure lists the cross-border route sections for which the exemption can be granted. This procedure is available for consultation on the Logistics Portal.

#### 6.2.2.2 Safety messages

The railway undertaking and the infrastructure manager will apply the rules set out in the *Regulations* concerning communication procedures applicable to safety messages when communicating safety messages between driver and dispatcher as referred to in the TSI Operations and Traffic Control. These regulations are available for consultation on the <u>Logistics Portal</u>.

The forms manual referred to in the *TSI Operations and Traffic Control* is, as far as the forms prepared by the infrastructure manager, such as the *European Instructions*, are available for consultation through the <u>Logistics Portal</u> under the title *Book of European and National Instructions*.

# 6.2.2 Procedure for the operation of infrastructural elements (including ERTMS user processes)<sup>152</sup>

All railway undertakings will ensure that the operation of infrastructural elements, the train and the communication with the movements inspector by the employees concerned is performed in a proper manner in all situations. These can be accessed via the <u>Logistics Portal</u>. Operating instructions (BVS) are available via the <u>Rail Information Portal</u> application of ProRail. The Rail Information Portal is the source system for train safety and train control information (see Appendix 23, item 1.3).

See Network Statement section 3.4.2 Requirements with regard to business operations and personnel.



Railway undertakings will ensure that their employees are aware of and comply with the applicable ProRail operating instructions. These operating instructions are intended for both direct (railway undertakings) and indirect users that have been contracted by railway undertakings. They also include measures to ensure the security and confidentiality of the specific information exchanged when using certain elements of the infrastructure.

## 6.2.3 Departure procedure<sup>153</sup>

The railway undertaking shall ensure that the train is ready to depart in accordance with the timetable, unless the railway undertaking has indicated otherwise. The railway undertaking will as soon as possible notify ProRail Traffic Control of foreseen delays and changes to the characteristics (length, tonnage, etc.) of a train, as a result of which the train can no longer use the allocated path.

The train driver will report to ProRail's movements inspector any circumstance that results in his train not (or no longer) being able to depart at the agreed time. If the train is unable to leave due to unforeseen circumstances, the railway undertaking will leave the train manned at the request of ProRail. If staffing by a railway undertaking cannot be achieved, the railway undertaking will make handling arrangements with the movements inspector.

## 6.2.4 Systematic running of freight trains<sup>155</sup>

To ensure the systematic running of freight trains:

- ProRail provides the railway undertaking with a current timetable no later than 5 minutes before the current departure time.
- The railway undertaking communicates via the *My Trains*<sup>156</sup> application in a timely manner when previously allocated infra capacity will not be used.
- The right to the allocated train path lapses 60 minutes before scheduled departure or border crossing (entering the Netherlands) if ProRail anticipates that a freight train will not use its train path.
- The railway undertaking communicates the current departure process of freight trains departing from timetable points from the Netherlands through the *My Trains* ICT service. 157
- ProRail monitors cross-border freight trains entering the Netherlands; the status of these trains is made available to the railway undertaking through the Track Occupation Plan. Monitoring means checking the performance of that departure process and collecting information. This allows targeted action to be taken at an early stage for optimal performance.
- Before scheduled departure, the railway undertaking provides the driver with a current timetable including transit times.
- The train driver strives for the timely passage of timetable points in accordance with the current timetable provided.
- ProRail strives for traffic flow according to the current timetable, also on the border route sections with DB InfraGO and Infrabel.

#### 6.2.5 Provision of load data

No later than five minutes before the first departure of each train on the main railway network managed by ProRail, or thirty minutes before a train reaches the border of the main railway network

The ways in which capacity can be requested are set out in section 4.2.3 Submitting requests for train paths. For information on the changing of train paths, see section 4.8 Alterations to allocated train paths (and underlying sections) and for information on the changing of stabling and shunting capacity at marshalling yards, see section 7.3.5.3.6 Process for submitting ad hoc requests. For intervention measures, see section 6.3 Intervention measures.

See section 4.2.3.3.2 of the TSI Operations and Traffic Control and page 54 of the era Guide for the application of the TSI OPE (GUI/TSI OPE/2024) dated 24/6/2024.

Ditto to footnote 139.

See Appendix 23, item 4.1.

See Appendix 23, item 4.1.

See Appendix 23, item 5.1.



managed by ProRail, the railway undertaking shall provide ProRail with the (departure) composition of the train in TSI TAF format in the form of a Train Composition Message (TCM).

When transporting dangerous goods<sup>159</sup>, the railway undertaking shall provide ProRail with information on the position, loading condition and nature of the load of RID wagons<sup>160</sup>. The position of the wagon is indicated by means of the track number and the position of the wagon in relation to other RID wagons on that track. The railway undertaking is responsible for the correctness, completeness and timeliness of this information. Timeliness in this context is that the railway undertaking records every movement of an RID vehicle and makes the information about it available within a time window of ten minutes before to ten minutes after the movement.

ProRail makes the WLIS system<sup>161</sup> available for the provision of information as described above. ProRail is responsible for the provision of information to public emergency services. This is further detailed in the *Provision of load data manual VL-PRC331*, which can be consulted on the <u>Logistics Portal</u>.

#### 6.2.6 Rust clearance

The corrosion of rails impacts upon the reliable operation of the train detection system. To prevent this from happening, ProRail designates trains for rust clearance. ProRail strives to avoid rust clearance with freight trains heavier than 3,000 tons and with freight trains carrying substance categories covered by the Basic Network Act or substances listed in RID table 1.10 (high hazard potential) wherever possible.

# 6.2.7 Emergency recovery and repairs to railway vehicles on the main railway network

Defects may be found during technical checks of a train. These defects may give rise to emergency recovery and repairs. This concerns recovery measures to prevent the ascertained train defects from causing unsafe situations. Emergency recovery and repairs to railway vehicles on the main railway network shall be carried out by a company complying with Section 3a, 22 and 36 Railways Act. All repair tracks offered and made available by ProRail can be found on the Logistics Portal. In addition, the tracks designated as repair tracks are included in Sporendatabase (see the Logistics Portal). Regular maintenance of and repairs to railway vehicles are carried out as much as possible in designated maintenance facilities. See section 7.3.6 *Maintenance services and facilities* for information on maintenance facilities known to ProRail.

#### 6.2.7.1 Execution of work

If the actual recovery of railway vehicles is required, this shall be coordinated with the movements inspector in accordance with the *Procedure for emergency recovery of railway vehicles on the main railway network* (see the <u>Logistics Portal</u>). Hoisting operations shall be coordinated in advance with ProRail's incident Control Department. Rid wagons shall be reported to the Technical Transport Specialist (STT), +31 (0)88 – 231 90 40, using the *Report form for hoisting operations rid wagons* (see the <u>Logistics Portal</u>). Non-RID wagons shall be reported to the General Freight Leader, +31 (0)88 – 231 88 01, using the *Report form for hoisting operations* (see the <u>Logistics Portal</u>).

## 6.2.7.2 Responsibilities

Under Article 10.6 of the General Terms & Conditions (see Appendix 5), the responsibility for a railway vehicle lies with the railway undertaking that originally deployed the railway vehicle until another railway undertaking has taken over this responsibility. Railway undertakings are always responsible for

See also sections 2.4.3 Risk-related user restrictions and 3.4.4 Dangerous goods.

Wagons with specific quality/structural requirements related to the transport of dangerous goods. See also Appendix 2 Glossary.

See item 5.1, Appendix 23.



the shunting of railway vehicles from and to the track designated by ProRail Traffic Control, including any necessary movements of third party vehicles on that track, provided the railway vehicles in question are movable. During the performance of emergency recovery and repairs to railway vehicles, the calamity routes at marshalling yards shall remain free and unobstructed for the emergency services. For hoisting work, unobstructed access for emergency services or any mitigation measure is included in the assessment of the plan of action.

#### 6.2.7.3 Hot work on the Zee - Zevenaar route section

For work constituting a fire hazard (also known as 'hot work') on the Zee - Zevenaar route section, the executing party must notify ProRail in advance using the *Hot work notification form* (see the <u>Logistics Portal</u>). The responsibility for safe execution lies (in accordance with the Working Conditions Act) with the contractor. Hot work within 15m of a wagon with characteristics for dangerous goods in accordance with VSG-RID substances with a 3, 4 or 5 classification<sup>162</sup> is prohibited, unless additional measures have been taken. For Kijfhoek marshalling yard, in addition to the above, the Kijfhoek Incident Coordinator (+31 (0)88-231 33 90) shall also be notified of where hot work will take place.

### 6.2.8 Rail incident management<sup>163</sup>

In the event of operational disruptions, incidents or emergencies and for the purpose of restoring safe and undisturbed train traffic, ProRail and railway undertakings shall have made arrangements and be prepared to handle the train incident<sup>164</sup>. The *Rail Incident Management Manual* (accessible via the <u>Logistics Portal</u> or via the <u>ProRail website</u>) shows how the rail sector is organised to handle train incidents.

#### 6.2.8.1 Principles

The following general principles apply to the handling of train incidents.

- 1. In the Rail Incident Management Manual, twelve incident control processes (sub-aspects) are described and assigned to one or more parties (ProRail and/or railway undertakings). Parties shall draw up a plan for their assigned incident control processes and make the necessary preparations. As an elaboration of the preparations, at least a process/sub-aspect leader shall be appointed and, if necessary, a support organisation set up.
- 2. There are twenty train incident scenarios for the purpose of alerting and handling strategies. The extensive train incident scenarios are available for consultation on the <u>Logistics Portal</u> (*Matrix TreinIncident Scenario's (TIS)*). The various calamity plans can also be found on the <u>Logistics Portal</u>.
- 3. ProRail and the railway undertaking have an operational, tactical and strategic on-call duty organisation that is up to date, trained and available 7x24 hours for the necessary consultations and execution of tasks:
  - a. When handling train incidents (calamities).
  - b. When implementing preventive and preparatory measures relating to train incidents (with a view to increasing the resilience of the rail sector, for example in the event of an increased threat of terrorism, extreme weather conditions or during major events).
- 4. ProRail and the railway undertaking shall provide all the information needed for opinion forming and decision-making in purpose of a quick and effective handling of the incident in the manner described in the *Rail Incident Management Manual*.
- 5. At incident exercises organised by ProRail:
  - The railway undertaking shall make staff and equipment available by mutual agreement.
  - The railway undertaking may, by mutual agreement, participate with its own training objectives.

GEVI stands for hazard identification number. The hazard identification number is used when transporting dangerous goods by road or rail to give an indication of the substance and hazard.

See Network Statement section 3.4.2 Requirements with regard to operations and personnel.

<sup>164</sup> Section 26 Rail Traffic Decree in relation to Article 4.2.3.7 TSI Operations and Traffic Control.

# ProRail

- 6. The railway undertaking is responsible for providing ProRail with information that is important for effective assistance. Which information is required and how it are provided is determined in consultation with ProRail and (among others) included in the Operational Calamity Agreements. These form an appendix to the Access Agreement. Such information will in any event include:
  - Data to prepare for a train incident control: the provision, free of charge, of technical rolling stock data and/or vehicle specific instructions. In particular, with a view to salvaging (a stranded train) or rerailing trains, and safe working in and around railway vehicles.
  - Contact particulars of alarm centres and on-call duty services.
  - Data required for the evaluation of a train incident.
- 7. In accordance with Article 14 of the General Terms & Conditions, the railway undertaking shall provide assistance following instructions by or on behalf of the Rail Duty Officer or the Incident Control Duty Officer of ProRail, by providing suitable equipment and/or auxiliary persons. In providing this instruction, the infrastructure manager shall after hearing the railway undertaking, take into account the necessary urgency of the assistance and the consequences thereof for the railway undertaking.
- 8. In accordance with Article 16 of the General Terms and Conditions, the railway undertaking shall follow instructions given by officials of the infrastructure managers as laid down in the Access Agreement, for the purposes set out in Article 16.2.

#### 6.2.8.2 Use of road-railway vehicles

The parties will in case of a disruption of train traffic do all that may reasonably be expected of them to resolve the disruption and limit the negative consequences thereof (Article 13 General Terms & Conditions). In addition to the existing options to make an open track, the infrastructure manager has four authorised road-railway vehicles available along the A2 corridor (Amsterdam - Eindhoven), which can be used to clear the way on this corridor (and, following a decision by the incident control duty officer of the infrastructure manager, also on adjacent route sections). This is done by towing or pushing a stranded train - possibly containing passengers - using the road-railway vehicle. The infrastructure manager has obtained 166 the necessary permits, certificates and exemptions for this road-railway vehicle and the operator for use on the main railway network from the ILT before the first deployment and that the validity of these is maintained. Because a road-railway vehicle, when towed or pushed, forms part of the train composition and operates under the railway undertaking's safety certificate and safety management system, ProRail shall provide the railway undertaking with a copy of these permits, certificates and exemptions upon request, as well as information on the training programme for the professional competence of the road-railway vehicle operator and information on the procedure for testing the medical and psychological fitness of the operator.

The railway undertaking and ProRail shall each ensure for their own part that:

- i. the railway personnel involved in the use of the road-railway vehicle (driver and operator) is appropriately and sufficiently trained and instructed or supervised. Annual moments are organised in which ProRail and railway undertakings can practice together.
- ii. the parties' safety management systems are adapted to the operation of the road-railway vehicle.

The following applies to the use of the road-railway vehicle:

- a. Track entry and exit
  - Track entry and exit takes place at a level crossing or road-rail access point by the operator of the road-railway vehicle under the responsibility of ProRail. During track entry and exit, the adjacent track is at least blocked for other train traffic.
- b. Travel on the main railway network
  The road-railway vehicle is driven to the incident location by the road-railway vehicle operator
  under the responsibility of ProRail.
- c. Coupling
  - The operator of the road-railway vehicle combines or couples the road-railway vehicle to the stranded train as instructed by the train driver or on-call duty service. The driver of the railway

Section 26 Rail Traffic Decree in relation to Article 4.2.3.7 TSI Operations and Traffic Control.

<sup>166</sup> ILT decision dated 7 July 2022, ILT-2022/30919 and ILT decision dated 2 February 2023, B-6-22-0338.001.



undertaking is ultimately responsible for checking that the train is properly combined or coupled to the road-railway vehicle. 167

- d. Testing
  - After the road-railway vehicle is coupled to the stranded train, the driver and/or the on-call duty service of the railway undertaking and the operator of the road-railway vehicle shall perform the braking test under the responsibility of the driver.
- e. Making working arrangements
  - The operator instructs the driver on how to bring the combination to a standstill with an emergency stop. Next, a checklist is run through and signed by the operator of the road-railway vehicle and the driver of the railway undertaking. From the moment the combination starts to move (see f.), the combination moves under the safety certificate of the railway undertaking, with the driver of the combination being responsible for the combination.
- f. Salvaging and making open track
  After requesting a route from the movements inspector, the operator of the road-railway vehicle applies traction and brakes on command of the driver. The combination can be stopped at any time by either the driver or the operator of the road-railway vehicle.
- g. Uncoupling The railway undertaking's responsibility for the train set ends when the road-railway vehicle is uncoupled.

## 6.2.9 Use of locally controlled areas<sup>168</sup>

Immediately prior to carrying out shunting or train movements, the driver of a train shall contact the movements inspector by means of a logged voice connection to request permission and make arrangements for the exchange of safety information. The movements inspector may then issue user instructions to the driver. The driver shall observe such instructions. Prior permission from the movements inspector is also required to park railway vehicles on tracks in locally controlled areas. Requests can be submitted for permission to use tracks in a locally controlled area:

- If a single route, whose starting, end and any intervening points are identified by means of signal, track or points numbers. A single route is always run in one direction. As soon as a driver has completed a requested single route entirely within a locally controlled area, the driver shall report to the movements inspector that the requested use has ended.
- As a TimeSpaceSlot (TRS) for multiple consecutive movements, where the physical boundaries of the area within which those movements occur are indicated by signals and the time boundaries by desired start and end times.

The locally controlled areas and the defined TimeSpaceSlots are recorded in the Overview of NCBG areas. This overview can be accessed via the <u>Logistics Portal</u>. Regulations for the use of locally controlled route sections are available on the <u>Logistics Portal</u>.

### 6.2.10 Local particulars marshalling yards

The ProRail Conduct guidelines at marshalling yards (RLN00300), which can be consulted on the Logistics Portal or the ProRail website) always apply to access by (personnel of) railway undertakings and their auxiliary persons to buildings and sites of ProRail. In addition to the RLN0030, as a tool for each marshalling yard, ProRail has drawn up an overview of the local particulars on the basis of local conditions and applicable environmental permits. These *local particulars* are bundled and available for consultation on the Logistics Portal.

<sup>167</sup> ILT decision dated 23 December 2019, ILT-2019/60434.

See Network Statement sections 2.3.12 Communication systems, 2.3.13 Safety Systems and 3.4.2. Requirements with regard to operations and personnel.



## 6.3 Intervention measures

### 6.3.1 Principles of intervention measures

On the basis of the Rail Traffic Decree, ProRail is authorised to issue instructions to the driver or other persons participating in rail traffic in the event of disturbed operations<sup>169</sup>, incidents or emergencies, including instructions within the framework of the European Instructions standardised at the European level.<sup>170</sup> For more information, see also the *Book of European and National Instructions* on the <u>Logistics Portal</u>.

In addition to directions that ProRail is authorised to issue under the Rail Traffic Decree, there are also logistical adjustment measures that are coordinated with railway undertakings. The principle of these logistical adjustment measures is that as soon as it is found that there is a deviation from the plan, a measure is taken to minimise restriction on other rail users as a result. The measure should result in a return to systematic running as soon as possible. To this end, ProRail designs as many predefined measures as possible with railway undertakings. Examples are the TAD (train handling document) on ICDOC or VSM (obstruction measures) that can be provided by ProRail with a data delivery.

#### Cooperation railway undertakings and ProRail

The Operational Control Centre Rail (OCCR) is the railway industry's operational partnership. In the OCCR, railway undertakings and ProRail work together in a shared workspace on the handling (and anticipation) of disruptions, calamities and other exceptional situations in the logistical and infrastructural processes (including power and ICT systems). In terms of handling, ProRail and the railway undertakings each retain their own statutory tasks and responsibilities in accordance with the Railways Act. The OCCR is open to all railway undertakings operating on the railway network managed by ProRail. Further information regarding the working methods within OCCR as well as the possibilities offered to make use of the OCCR facilities with the associated costs can be found on the ICDOC incidents and calamities site (see Appendix 23, item 8.3). This site also contains the contact details of the OCCR.

# 6.3.2 Measures in the event of disruptions to the scheduled timetable on the national network

In order to arrive at measures for disrupted situations, ProRail draws up:

- The Assessment framework for blockages, available on the <u>Logistics Portal</u>.

  Intended to define pre-determined blockage measures in the event of partial or full blockages.
- Guidelines for delays not resulting from infrastructure constraints. A guideline describes, at corridor level, which measures should be taken in which situations. The guidelines are available on <u>ICDOC</u>.

On the basis of the assessment framework and the guidelines in the event of delays, ProRail draws up:

- Adjusted timetables for situations with less available infrastructure. Examples are predefined blockage measures and thinning measures. Trains are turned, cancelled or rerouted. The use of alternative transport is also part of a blockage measure.
- Train Service Handling Documents (*TreindienstAfhandelDocumenten*) for trains delayed for other reasons. These are mainly pre-defined intervention decisions at train number level, waiting times for connections between (passenger) trains and last connections to be secured.

In addition to the above measures, ProRail also takes seasonal measures. These are predefined measures to be taken in the event of exceptional weather conditions that limit the normal use of the infrastructure. Here, ProRail looks together with railway undertakings at what timetable can be made in relation to the extent to which ProRail can keep the infrastructure available due to exceptional

<sup>&</sup>lt;sup>169</sup> Section 26 Rail Traffic Decree.

Annex C2 to the TSI Operations and Traffic Control (2019/773) and Section 36 Rail Traffic Regulations.



weather conditions. More information on seasonal measures can be found on the ICDOC incidents and calamities site of the OCCR (see Appendix 23, item 8.3).

## 6.3.3 Measures for major rail traffic disruptions with international impact

For international disruptions longer than three days with a high impact on international traffic, international contingency management applies. This is coordinated at the level of the rail freight corridors.

Rail freight corridors play a facilitating role, taking into account existing contingency management and communication processes. Together with the infrastructure managers concerned, the corridor organisations have drawn up and published rerouting overviews and operational intervention scenarios. These can be found the corridor documents, book 4, chapter 5 (see also section 1.7.1 and section 1.7.2 of this Network Statement). For further information on the national intervention measures in the event of international disruptions, see section 6.3.2.

Railway undertakings are informed of disruptions in accordance with the procedures for international interventions. They are responsible for communicating this information to their customers. How the communication proceeds and how the railway undertaking can contribute to solving the disruption can be read in Chapter 4.2 of the International Contingency Management Handbook. This handbook can be found on <a href="mailwetEurope website">the RailNetEurope website</a>. The Customer Information Portal of RailnetEurope<sup>171</sup> also contains all the rerouting routes jointly defined by the infrastructure managers, including the associated infrastructure characteristics.

The <u>International Contingency Management Handbook</u> contains guidelines that aim to maintain train running as much as possible in the event of an international disruption. The handbook describes how stakeholders across Europe are informed in an adequate and transparent way about the status and impact of the disruption. In addition, it defines the international steering and communication processes, in addition to the national processes. In this way, there will be better international cooperation between infrastructure managers and allocation bodies.

# 6.4 Systems for information on current train movements

The table below lists and briefly describes the ICT and information services that provide information on current train movements. The third column of this table provides a reference for a detailed explanation.

Within these ICT and information services, we distinguish between ICT and information services made available as part of the train path service (see section 5.3.1) and ICT and information services available as an ancillary service (see section 5.5). Costs may be associated with the ancillary ICT services.

Table 6.3 Systems for real-time information on train movements

Name	Function	For explanation see	
As part of the train path service			
SpoorWeb	Communication in case of calamities.	Appendix 23 - 8.1	
Spoorviewer	Real-time information on train movements.	Appendix 23 - 9.1	
Provision of planning and performance information according to TSI TAF/TAP standard	Provision of planning and performance information on the basis of the TSI TAF/TAP messages.	Appendix 23 - 9.1	

See section 1.4, Appendix 23.



Name	Function	For explanation see		
As ancillary ICT or informa	As ancillary ICT or information service			
MeekijkVOS	View functionality in the VOS traffic control system, making it possible to monitor the course of train services.	Appendix 23 - 9.2		
Train Information System (TIS) <sup>172</sup>	Real-time information on movements of international passenger trains and national and international freight trains.	Appendix 23 - 9.3		
Provision of planning and performance information according to NL standard	Provision of real-time traffic plan data, related changes to the train service and performance information.	Appendix 23 - 9.2		
Provision of rolling stock and train positioning service (MTPS, Levering van Materieel- en Treinpositie Service)	The provision of real-time data on train positions on the basis of train detection systems.	Appendix 23 - 9.2		
Punctuality map (Punctualiteitskaart)	The punctuality map provides real-time graphical information on the punctuality of passenger train services.	Appendix 23 - 9.2		

For an overview of traffic control systems, see section 2.3.11 *Traffic control systems*.

<sup>&</sup>lt;sup>172</sup> TIS is supplied by RailNetEurope.

# 7 Service facilities and charges

# 7.1 Introduction

A service facility concerns the installation, including site, building and equipment, which is fitted out in full or part in particular for the provision of one or more services. Services may also be provided at and/or in service facilities. This chapter describes the access to 173 and use of service facilities falling under the Category 2 service facilities 174, including the provision of services associated with these facilities and the charges.

# 7.2 Service facilities offered by third parties

The following (categories of) services and service facilities within service package 2 are not provided by ProRail:

- Freight terminals (see section 7.3.3)
- Maintenance services and facilities (see section 7.3.6)
- Other technical services and facilities (see section 7.3.7)
- Seaport and inland port services and facilities (see section 7.3.8)
- Emergency and ancillary services and facilities (see section 7.3.9)

Article 5 of Implementing Regulation 2017/2177/EU<sup>175</sup> requires operators of rail-related services and service facilities to publish their offer via the Network Statement of the infrastructure manager. They are expected to place the available information on their own website and to share the hyperlink with Prorail via <a href="mailto:netverklaring@prorail.nl">netverklaring@prorail.nl</a>, or provide the relevant information to the infrastructure manager for publication in the Network Statement.

ProRail then compiles a list of its known operators and a reference to their offer. This *List of rail-related services and third-party service facilities* is available on the <u>ProRail website</u>; reference is made thereto in the Network Statement, where appropriate.

For the description of services or service facilities, RailNetEurope, together with the regulatory bodies, has developed a uniform template, which can be found on the RailNetEurope website. The template contains the different characteristics of a service or service facility which – if applicable – must be explained.

# 7.3 Service facilities offered by ProRail

ProRail distinguishes the following services and service facilities within service package 2:

- Passenger stations (see section 7.3.2)
- Marshalling yards (see section 7.3.4)
- Stabling yards (see section 7.3.5)
- Other technical services and facilities (see section 7.3.7)
- Refuelling facilities (see section 7.3.10)

The above services and service facilities are explained below. The geographical location of these services and service facilities can also be consulted on the Rail Facilities Portal of RailNetEurope.

<sup>&</sup>lt;sup>173</sup> Including access via the railways.

Section 2 of Annex II to Directive 2012/34/EU.

Implementing Regulation (EU) 2017/2177 of 22 November 2017 on access to service facilities and railrelated services.



# 7.3.1 General provisions

### User charge

The term 'user charge' is a collective term for the various charges paid by railway undertakings to ProRail in connection with the services they purchase from ProRail for the acquisition of capacity rights and access to and use of the railway infrastructure and facilities managed by ProRail, as well as the services to be provided in connection therewith. For further explanation, see sections 5.1 and 5.2. This chapter sets out the charges for the (access to) service facilities and services provided in those facilities (Category 2 services). The charges are part of the Access Agreement.

### Charging principles and charging framework

For information on charging principles and the charging framework, see section 5.2 of the Network Statement.

### Cost allocation and rate calculation Category 2 services

ProRail uses separate cost allocation methods to allocate the costs for the offered category 2 services of stabling and shunting, including the use of the facilities at yards and the use of refuelling facilities without delivery unit, the service transfer and the calculation of the charges for these services/service facilities. These documents are available on the <a href="ProRail website">ProRail website</a>. Other technical services and facilities provided by ProRail concern monitoring systems for railway vehicles (see section 7.3.7.1). These systems are not offered as a separate service; only any reports generated from them on request.

The services are settled on the basis of actual use or in accordance with scheduled use or agreed consumption, as indicated in section 5.2 *Charging principles of the Network Statement*.

### Charging principles.

All services stated in this chapter that are offered by ProRail are governed by the General Terms & Conditions (see Appendix 5). If additional conditions are attached to the use of a service, this is stated for each service. The services and any additional terms and conditions will be laid down in the Access Agreement.

### Charges

Sections 7.3.2 to 7.3.10 state the charges for the services provided by ProRail at a fixed rate. The rates are stated exclusive of VAT. For charges for services from other suppliers, reference is made to the supplier's website. 177

The charges are based on price level 2026, unless stated otherwise. For a more detailed explanation, see section 5.8.1. The way in which these charges are indexed is described in detail in the allocation methods relating to these services. For the period from 14 December 2025 up to and including 31 December 2025, the charges in the Network Statement 2025 in force on 13 December 2025 apply.

### Multi-year charges

The charges for the transfer and stabling services as described in sections 7.3.2 and 7.3.5 are calculated for a period of three years (2026 - 2029). This means that the charges for these services will also apply for the 2027, 2028 and 2029 timetables. For the purpose of application in said years, the charges will be indexed to the price level of the timetable year concerned. The way in which these charges are indexed is described in detail in the allocation methods relating to these services.

### Invoicing

ProRail invoices the charges per calendar month after the end of the month concerned. For further information on invoicing, see section 5.9.

Method for allocating costs to the transfer service facility 2026 – 2029 dated 30 August 2024 and the Method for allocating costs to the stabling and shunting service facility 2026 - 2029 dated 30 August 2024.

See also the List of rail-related services and third-party service facilities for suppliers known to ProRail.

### Facilitating of service facilities

ProRail informs railway undertakings of the possibility to realise and use infrastructural facilities at marshalling yards and in transfer areas for their own account, on the basis of an agreement with ProRail and, if necessary, an environmental permit as referred to in Section 5.1(2)(f)(4°) Environment and Planning Act. ProRail has been authorised to grant such environmental permits.

If a railway undertaking for its operational processes requires land or a facility at a marshalling yard that is not offered by ProRail, such can be facilitated by ProRail under conditions. The conditions under which ProRail facilitates are agreed per specific request. You can submit your request via <a href="mailto:accountmanagement@prorail.nl">accountmanagement@prorail.nl</a>.

ProRail does not offer connections for water and/or sewerage. ProRail may have a facilitating role in obtaining a connection for a railway undertaking. The connection of facilities to a utility shall be at the expense of the applicant. ProRail will only facilitate a connection to ProRail's network under certain conditions if it is demonstrably impossible to make an own connection. If, during the modification or replacement of a water or sewerage installation on a marshalling yard, it is found that there is a connection to a facility owned by a railway undertaking and this connection is owned by ProRail, the installation and the facility will be unbundled. ProRail will inform the railway undertaking of this in good time and, if so desired, play a facilitating role in the transition to its own connection to the water and sewerage network. In all situations the costs and management are borne by the railway undertaking. A water supply connection always concerns a connection to the process water supply network. Ownership of the connection to the ProRail network remains with ProRail.

# 7.3.2 Passenger stations

### 7.3.2.1 General information

ProRail distinguishes the following services and service facilities at stations:

- 1. Transfer facilities at stations
- 2. Travel information
- 3. Services regarding ticket sales at stations
- 4. Use of NS Stations service facilities

0Detailed information about the transfer service facility and accompanying services is available on the joint website of NS Stations and ProRail. To acquire information that is not yet available on the website, send an email to contact@stations.nl.

# Accessibility Programme

The Accessibility Programme comprises measures required to improve the accessibility of rail transport for passengers with a physical disability. The measures focus on the accessibility of stations and railway vehicles. The standards are derived from existing regulations and documents such as the Building Decree, the Memorandum Basic Station 2005 and the Persons with Reduced Mobility TSI (PRM, Regulation 1300/2014/EU). In case of newbuild and redevelopment of stations, ProRail applies the standards and guidelines regarding accessibility and capacity of transfer spaces as stated in the Memorandum Basic Station 2005 and the TSI Persons with reduced mobility (PRM).

#### Access control facilities

At several stations, access to platforms is regulated by railway undertakings through access control devices, consisting of gates for checking in and out. The <u>website of NS</u> provides an up-to-date list of the stations fitted with access control facilities by railway undertakings. Information is also provided on this website:

- On which stations/platforms and from which date the access control facilities are activated.
- The measures that have been taken by the railway undertaking to enable passengers and/or service personnel of other railway undertakings to pass the access control facilities.

ProRail will in the Access Agreement with the railway undertakings that wish to regulate the access to stations by means of access control facilities, conclude agreements on the provision of information

and the measures that shall be taken to enable passengers and/or service personnel of other railway undertakings to pass the access control facilities.

## Social safety and transfer safety

ProRail is responsible for transfer safety at station transfer facilities. ProRail also participates in actions aimed at controlling and improving social safety at stations. ProRail's contribution includes organisational activities and physical measures:

- Opening/closing of stations: the opening and closing of waiting rooms and (parts of) stations in periods that those stations are not used for train services, with the purpose of preventing vandalism.
- Camera-supported supervision: with the purpose of raising the sense of safety of passengers and
  personnel working at the station, as well as having a preventive effect on target groups (vandals,
  loiterers, junkies, homeless persons), reducing the damage caused by vandalism and increasing
  the chance of apprehending offenders.
- Station surveillance: on the basis of security agreements and risk assessment, ProRail contributes to the provision of social safety at and around stations;
- Railway undertakings are responsible for the adequate deployment of staff at events. Together with railway undertakings, ProRail coordinates the necessary measures at announced events;
- Adjustments and measures: necessary adjustments and/or measures as a result of changed circumstances at stations (relocating cameras, adjusting lighting, adjustments for the purpose of walking flows, deployment of crowd control, etc.), as well as carrying out analyses / surveys / audits focused on social safety and transfer safety.

### 7.3.2.2 Station Services

### 7.3.2.2.1 Transfer facilities at stations

	Transfer facilities at stations			
	1. General information			
1.1	Service	The transfer service facility at passenger stations falls under Category 2 of Annex II to Directive 2012/34/EU.		
1.2	Provider	ProRail		
1.3	Term of validity	The service is offered during the term of the Network Statement.		
	2. Function			

		Transfer facilities at stations		
2.1	Description	Access to and use of transfer facilities managed by ProRail and qualified as service facilities on and near the railway infrastructure and the services provided in these facilities.  Transfer facilities are intended to enable the transfer of passengers both to and from trains and between trains, namely:  Tunnels leading to the platforms;  Walkways;  (Roller)stairs;  Slope tracks;  Lifts;  Pedestrian routes between the public road and platform for passengers who arrive or depart on foot, including the existing:  Signposting;  Camera images in connection with transfer safety at stations where a railway undertaking stops (within the framework of the GDPR). 178  Lighting;  Clocks;  PA systems;  Waiting facilities;  Travel information facilities (frames, screens);  Service facilities (frames);  Location for ticket dispensing machines and check-in-check-out posts. 179  Location for access control facilities (for gates); 180  Location for information counter. 181  Detailed information about the transfer service facility and accompanying services is available on the joint website of NS Stations and ProRail. For information not yet available the website, send an email to contact@stations.nl. Platforms are not part of the transfer facility at stations service facility. For this, see section 5.3.2.		
		3. Description of the facility		
3.1	Locations	The joint <u>website of NS Stations and ProRail</u> specifies for each of the stations stated in Appendix 25, which services and service facilities are available per station and which are offered by ProRail.		
3.1.1	Opening hours	Thirty minutes before the start of the timetable to thirty minutes after last train according to the timetable at the relevant station.		
3.1.2	Technical characteristics	N/A		
3.1.3	Planned changes	The planned changes are included in Appendix 10 <i>Infrastructure projects and study projects</i> .		
	4. User costs			

A separate GDPR data supply agreement shall be agreed for the acquisition of camera images; Insofar as the location is owned by Railinfratrust B.V. Insofar as the location is owned by Railinfratrust B.V. Insofar as the location is owned by Railinfratrust B.V. 178

<sup>179</sup> 

<sup>180</sup> 

<sup>181</sup> 



		Transfe	er facilities at st	ations	
	The charge for use of passenger stations per stop depends on five station three train stop codes.				
		Station Class		Charge (per stop	)
				Train stop code	
			A	В	С
		Stop	€2.71	€7.07	€8.51
		Basic	€3.70	€9.67	€11.64
		Plus	€6.12	€16.00	€19.26
		Mega	€7.82	€20.45	€24.61
		Cathedral	€16.66	€43.53	€52.40
		end station ac at all stations of at all stations of the station ac at a minimum at least 90% is Train stop cooregard to the parture' and 'sh for each train with Agreement which the station at all station at least 90% is Train stop cooregard to the parture' and 'sh for each train with Agreement which the station at all stations are stationary as a station at all stations are stationary as a stationary at all stationary are stationary as a stationary at all stationary are stationary as a stationary at all stationary at a stationary at all stationary at a statio	arking and transfer d a train stop code B, or C) to a train le A: train for pass cording to the time or fails to stop at rele B: train for pass cording to the time of 50% of the states run in a composible C: train for pass percentage of statings is determined frort stop' activities the characteristics rain stop code apuding lead figures	ring passengers per using the train nois determined on enger transport the table (the journer to more than 15% enger transport the table (the journer tions or which formation with no more tenger transport, roons at which no so or the purpose of in the ProRail traff of a passenger train num to has no impact of	per day.  umber. The assign the basis of the format during its router and the stations. The stations are during its router and the stations are during its router and the station are part of a train as part of a train as than 150 seats. The station of subject to any top is made.  charging on the basic control system rain. It is agreed in the series. The resident and the station of the station o
	ormation relating to discount on the user rge	Exemption scheme Use of the transfer Enschede Grens (o traffic control syste not run, 98.5% of t	facility at stations direction Gronau) ems, be settled on he scheduled stop	service facility for route section will, planning basis. To	due to the absen
4 1.			5. User conditions		
	al requirements	Users of the service	e are railway unde	ertakings that hav	e a valid Access
<u>ma</u>	chnical requirements de of railway vehicles	See Chapter 3 of t			
	ependent use	The railway undert	aking can make ir	idependent use of	the service facili
IT s	ystems	N/A			



	Transfer facilities at stations			
5.5	User conditions	Access to and use of this service facility relates to the walking routes between the public road and the platform vice versa for passengers boarding or changing trains of the railway undertaking at the station. This service facility also relates to the use of these walking routes by service personnel of the railway undertaking in connection with trains departing from, arriving at or stopping at the station.  As regards access by their passengers to stations and platforms, railway undertakings are referred to the text on access control facilities in section 7.3.2.1 General information of the Network Statement. Also applicable are the user conditions stated on the website of NS Stations and ProRail.		
	6. Capacity request			
6.1	Access request	This service is agreed via the Access Agreement.		
6.2	Handling time	A response will be given within five working days, including an explanation of the follow-up process.		

### 7.3.2.2.2 Travel information

The travel information service is provided by NS Reizigers B.V. For further information on the travel information service, see the *List of rail-related services and third-party service facilities* on the <u>ProRail website</u>.

## 7.3.2.2.2 Services regarding ticket sales at passenger stations

Services regarding the sale of tickets are provided by railway undertakings.

For the use of a ticket sales location, see the *List of rail-related services and third-party service facilities* on the ProRail website or the joint NS Stations and ProRail website.

#### 7.3.2.3 Service facilities at stations

For further information on the access to and use of the service facilities managed by NS Stations, see the *List of rail-related services and third-party service facilities* on the <u>ProRail website</u> or the joint <u>NS</u> Stations and ProRail website.

# 7.3.2.4 Charges for station services and service facilities

For information on charges relating to the transfer service facility, see section 4.1 of the table in section 7.3.2.1. The charge for the services and service facilities that are not offered by ProRail can be found on the website of NS Stations and ProRail.

### 7.3.2.5 Access conditions for stations

Railway undertakings have access to the transfer facilities of the station if the railway undertaking has a valid Access Agreement, complies with the provisions of Section 27 Railways Act and complies with legal market access provisions. These provisions are set out in more detail in Appendix 7.

### 7.3.2.6 Capacity allocation at stations

The process for the allocation of capacity is described in section 4.5 of this Network Statement.

### 7.3.3 Freight terminals

Freight terminals for multimodal cargo handling are connected to the railway network. Except for the freight terminals listed in section 7.3.5.2.3 and Appendix 20 which are available for the transfer of goods from a lorry to a train or vice versa, ProRail does not provide specialised transhipment facilities, such as (container)terminals, for freight transport. These are operated by specialised companies. An



overview of providers of rail-related services and service facilities known to ProRail can be found in the *List of rail-related services and third-party service facilities* on the <u>ProRail website</u>.

# 7.3.4 Marshalling yards

The marshalling yards and stabling yards service facilities (section 7.3.4) are used for the stabling and/or shunting of rolling stock. In practice, stabling and shunting take place at the same marshalling yards. For this reason, the services and service facilities for stabling and/or shunting are stated in one section (section 7.3.5).

# 7.3.5 Stabling yards

#### 7.3.5.1 General information

The tracks intended for stabling may be equipped with walkways managed by ProRail, lighting and facilities for the upkeep of railway vehicle. Stabling yards can also be used for shunting, where appropriate, using flat track infrastructure (rails, points, point controls).

Based on a site-specific risk analysis, ProRail screens off marshalling yards, including with fencing and access gates. The capacity allocation at marshalling yards and stabling yards is described in 7.3.5.3. Information on access for road vehicles is available on request via <a href="mailto:gebruikswaardeinfo@prorail.nl">gebruikswaardeinfo@prorail.nl</a>. The environmental operating instructions and risk-related user restrictions can be found in sections 2.4.2 and 2.4.3.

### Marshalling yard tracks

A marshalling yard includes 182:

- a. all tracks marked with a number:
- b. the track sections of the points complex; and
- c. all tracks adjacent to the tracks referred to in items a and b, up to a maximum distance of 200m before the approach signal of the relevant yard, or up to the maximum distance before the approach signal as specified in the Network Statement.

Supplementary to item c, the maximum distance is specified at the following locations:

Marshalling yard	Maximum distance to the approach signal (in metres)
Alkmaar	340m
Amersfoort	340m
Den Haag Centraal/Binckhorst	340m
Den Haag Hollands Spoor	340m
Dordrecht	340m
Enkhuizen	275m
Hoorn	275m
Leiden	340m
Leidschendam	340m
Rotterdam Centraal	340m
Rotterdam Stadium	340m
Watergraafsmeer Zuidzijde	400m

Shunting services

Section 39 Rail Traffic Regulations.



Shunting services are provided by specialised service providers. An overview of providers of rail-related services and service facilities known to ProRail can be found in the *List of rail-related services* and third-party service facilities on the <u>ProRail website</u>.

Information on the presence of facilities is available in the form of maps. These maps are available on the <u>Logistics Portal</u>.

### 7.3.5.2 Services and facilities at stabling yards

ProRail offers the stabling and shunting service. This service is detailed in the table below and provides information that applies to all stabling and marshalling yards. In addition to the information that applies to all stabling yards, this section also includes specific facilities found at individual stabling yards. For example, for the hump facility at Kijfhoek, a separate table is included with information relevant when using this service.

7.3.5.2.1 Stabling and shunting

1.3.5.2	7.3.5.2.1 Stabling and shunting				
	Stabling and shunting				
		1. General information			
1.1	Service	The transfer service facility at passenger stations falls under Category 2 of Annex II to Directive 2012/34/EU.			
1.2	Provider	ProRail			
1.3	Term of validity	The service is offered during the term of the Network Statement.			
		2. Function			
This service comprises:  Use of tracks for the parking of railway vehicles between an arriving train path and a departing train path, where both train paths have a different train number. 183  Use of tracks for shunting railway vehicles.  Use of infrastructure connecting service facilities.  Use of the WLIS application (see Appendix 23, item 5.1), necessary for the registration of position and load of freight wagons at marshalling yards.  Use of the Spoorbezettingsplan application (see Appendix 23, item 5.1), necessary for ins into the use of marshalling yards.  Use of the LOA-online application (see Appendix 23, item 5.1), required for the submitting handling and recording local orders for the purpose of shunting routes.  The use of the ICT service Handling and Stabling Data and Information (BODI) by railway undertakings engaged in passenger transport (see Appendix 23, item 5.2), necessary for access into information on stabling yard utilisation up to 10 years into the future (the acce is limited to the railway undertaking's own data).  Use of the following facilities, if available, is included: hump facilities for the purpose of shunting (and possibly stabling) of wagons at the shunting and train formation station at Kijfhoek marshalling yard (for further information, see section 7.3.5.2.2 Kijfhoek shunting hump), freight terminals, depot power supply, train preheating, filler hydrants, service poir		<ul> <li>Use of tracks for the parking of railway vehicles between an arriving train path and a departing train path, where both train paths have a different train number. 183</li> <li>Use of tracks for shunting railway vehicles.</li> <li>Use of infrastructure connecting service facilities.</li> <li>Use of the WLIS application (see Appendix 23, item 5.1), necessary for the registration of position and load of freight wagons at marshalling yards.</li> <li>Use of the Spoorbezettingsplan application (see Appendix 23, item 5.1), necessary for insight into the use of marshalling yards.</li> <li>Use of the LOA-online application (see Appendix 23, item 5.1), required for the submitting, handling and recording local orders for the purpose of shunting routes.</li> <li>The use of the ICT service Handling and Stabling Data and Information (BODI) by railway undertakings engaged in passenger transport (see Appendix 23, item 5.2), necessary for access into information on stabling yard utilisation up to 10 years into the future (the access is limited to the railway undertaking's own data).</li> <li>Use of the following facilities, if available, is included: hump facilities for the purpose of shunting (and possibly stabling) of wagons at the shunting and train formation station at Kijfhoek marshalling yard (for further information, see section 7.3.5.2.2 Kijfhoek shunting hump), freight terminals, depot power supply, train preheating, filler hydrants, service points, brake-testing cabinets, guidance for (dis)embarking facilities, service paths and roads.</li> </ul>			
	3. Description of the facility				
3.1	Locations	Information about the available stabling yards and facilities is available in the form of maps. These maps are available on the Logistics Portal. The stabling and shunting service is also offered on the splitting tracks at the Kijfhoek marshalling yard and on platform tracks. The use of platform tracks for stabling is only permitted at times that there is no need for the (dis) embarking of passengers, and through traffic remains possible.			
3.1.1	Opening hours	Regular opening hours: Monday to Sunday from 00:00-23:59. Changed opening hours apply to the tracks on the Kijfhoek marshalling yard that are equipped with shunting facilities. For this, see section 7.3.5.2.2, item 3.1.1. At these times, no hump control is available to operate the relevant tracks.			
3.1.2	Technical characteristics	The facility consists of one or more tracks equipped for the parking of railway vehicles. The stabling yard also includes facilities for train personnel to reach and leave trains.  For the technical characteristics of the Kijfhoek marshalling yard, see also section 7.3.5.2.2.			

<sup>183</sup> This does not include turning trains that require a different train number due to system requirements.

1

		Stabling and shunting
3.1.3	Planned changes	The planned changes are included in Appendix 10 Infrastructure projects and study projects.
		4. User costs
		The charge for reserving capacity for stabling and shunting is:
		Charge per minute (per track)
		€0.03579 + €0.0001713 x track length in metres
		In marshalling yards where the charge for stabling is levied on the basis of the actual duration of the stabling <sup>184</sup> , no charge is levied for stabling periods shorter than 30 minutes. This exemption serves to compensate for periods that are set up for so-called non-commercial stops. This concerns stops that are not requested by railway undertakings as part of their commercial or logistics process, but stops that are inserted by ProRail as part of its traffic handling activities.  The capacity of the entire effective length <sup>185</sup> of the track in metres is charged. Exceptions are combined tracks, which consist of two tracks which follow from one other and are interrupted by an infrastructure element (e.g. a switch or a signal) or a facility (e.g. a refuelling or washing facility) and as a result contain a phasing in the numbering (e.g. A and B versions). In the case of a combined track, requested for the same period of time and by a single titleholder, the payable charge is calculated on the basis of the full effective length of the combined track. If only one track of the combined track is applied for and allocated, then only this one track will be charged.
4.1	Information related to the user charge	If the capacity is allocated to multiple titleholders (e.g., timesharing), the charge is divided equally over the relevant titleholders. Titleholders can jointly request ProRail to charge the costs (together 100%) according to a different ratio, e.g., by dividing the length. This only applies to timetable requests and late requests that concern all days of the timetable year. If partial use is discontinued by one of the titleholders involved during the timetable year, the remaining titleholder(s) involved shall be charged the full costs for the remaining period of the timetable year.
		No settlement will take place if railway undertakings cannot use the track for which a capacity right has been acquired due to incidental works or calamities on or near the main railway network. If railway undertakings use other tracks in this case, no settlement of additional or less costs for these tracks will take place.
		If replacement capacity is agreed in case of competing requests for stabling capacity and the maintenance roster during coordination of the timetabling process, the user right charge will be based on the original request.
		The charge for use of facilities at stabling yards (see sections 7.3.5.2.3 to 7.3.5.2.10) is included in the charge for use of tracks for stabling and shunting. Use of the Kijfhoek shunting hump (see section 7.3.5.2.2) is subject to an additional charge per wagon. This charge per hump-shunted wagon is in addition to the charge for using the (distribution) tracks at Kijfhoek.
		In case of a TimeSpaceSlot (TRS), one or more tracks are requested and used. For this, see ook section 6.2.9. In the case of a TRS, the charge is levied for two tracks which form part thereof, for the entire duration (in minutes) of the TRS, irrespective of the total number of tracks which make up the TRS. ProRail has designated two tracks per TRS for this purpose. If a TRS consists of one track, the charge will be levied for only this one specific track. An exception is the TRS Hump top (Heuveltop) on Kijfhoek for which no charge applies. An overview of the tracks designated by ProRail, TimeSpaceSlots (TRS) settlement tracks, can be found on the Logistics Portal.
4.2	Information relating to the discount on the user charge	Zero rate exemption scheme relating to management (see section 5.3 <i>Minimum access package and charges</i> ):  A user charge of nil applies for the use of capacity for the performance of instructions by ProRail with regard to the management of the railways. A party requesting capacity on stabling tracks that wishes application of the zero-rate scheme for the Category 2 stabling and shunting service is required to state such in its capacity request.

This concerns the marshalling yards Botlek, Valburg, Europoort, IJsselmonde, Kijfhoek-Noord, Kijfhoek-Zuid, Maasvlakte, Maasvlakte-West, Maasvlakte West, Pernis and Waalhaven-Zuid.

See also section 2.3.8 *Train length*.



		Otalsling and abouting			
		Stabling and shunting			
	I	5. User conditions			
		Users of the service are railway undertakings that have a valid Access Agreement. The use of stabling tracks with certain categories of railway vehicles and/or loads may be subject to restrictions under environmental laws and regulations.			
	Legal	The environmental permit provides the legal framework against which the capacity requests for the stabling and shunting service are tested. All current environmental permits (and environmental notifications) are available for consultation on the <a href="Logistics Portal">Logistics Portal</a> . These permits contain all the provisions with which titleholders must comply.			
5.1	requirements	Stabling tracks in a centrally controlled area, fitted with GRS and JADE track circuit detection are subject to rust clearance regulations. For further information, see section 6.2.6 Rust clearance of the Network Statement.			
		Walkways may only be used by foot to gain access to, inspect, board and disembark from railway vehicles. The railway undertakings are responsible for the safe use of walkways.			
		The use of platform tracks for the stabling of railway vehicles is only permitted at times that there is no need for the (dis)embarking of passengers, and through traffic is not affected.			
5.2	Technical requirements made of railway vehicles	The service is limited to use by normal traffic, not being Exceptional Transport (see section 0 Exceptional Transport).			
5.3	Independent use	The carrier can independently use the assigned stabling tracks.			
5.4	IT systems	N/A			
5.5	Use of brake shoes and stop blocks	It is not permitted to use steel brake shoes to prevent a stabled railway vehicle from rolling away. An exception to this is the use of a steel brake shoe that is attached to the railway vehicle. In order to prevent a stabled railway vehicle from rolling away, use is made of the parking brake or handbrake present on the vehicle; alternatively, wooden or plastic stopping blocks may be used that do not pose a risk of derailment if they are run over. Only in the context of the hump shunting process, the use of the appropriate brake shoe is permitted for slowing down and stopping railway vehicles on the Kijfhoek marshalling yard. The official name of this brake shoe is 'Brake shoe Splitting Tracks Kijfhoek. (see section 7.3.5.2.2 <i>Kijfhoek shunting hump</i> ).			
	6. Capacity request				
6.1	Request for access to stabling yard	The process for requesting access to and allocation of stabling tracks and the associated facilities is described in section 7.3.5.3 Capacity allocation at marshalling yards and stabling yards of the Network Statement. Information on entering stabling yards (e.g. on opening access gates/doors) can be found in the ProRail Company Regulations (RLN00300), available for consultation on the Logistics Portal.  the Conduct guidelines at marshalling yards (RLN00300), available for consultation on the			
		Logistics Portal or on the ProRail website.  It is possible to return capacity. For further information on this process, see section 7.3.5.3.7  Cancellation of allocated capacity at marshalling yards.			
6.2	Handling time	See section 7.3.5.3 Capacity allocation at marshalling yards and stabling yards of the Network Statement.			

### 7.3.5.2.2 Kijfhoek shunting hump

	Kijfhoek shunting hump		
	1. General information		
1.1	Service	The use of the shunting hump at Kijfhoek marshalling yard for hump shunting, shunting or stabling. The facility forms part of the stabling and shunting service.	
1.2	Provider	ProRail	
1.3	Term of validity	The facility is offered during the term of the Network Statement.	

See Appendix 2 for an explanation of these terms.



	Kijfhoek shunting hump				
		2. Function			
2.1	Description	The shunting hump at the Kijfhoek marshalling yard comprises tracks 231 and 232 (north side) to tracks 105-148 (south side), including the shunting facilities present thereon such as switches, rail brakes, the automatic brake mule system 187, the MSR-32 hump control system and the Kijfdis hump planning system. See Appendix 11 for a schematic of the north side of the shunting hump.  Particulars for the use of Kijfhoek shunting hump are described in the document <i>Local</i>			
		particulars for carriers at Kijfhoek shunting hump. This document can be viewed on the Logistics Portal.			
		3. Description of the facility			
3.1	Locations	The shunting hump is located on the Kijfhoek marshalling yard. An overview map of Kijfhoek marshalling yard can be viewed on the Logistics Portal.			
3.1.1	Opening hours	Regular opening hours: from Sunday 15:00 to Saturday 15:00 (six days a week. Public holidays are considered as Sundays. In order to use the hump at the times when the hump is closed, a written request must be submitted at the latest six weeks in advance via <a href="mailto:oss@prorail.nl">oss@prorail.nl</a> .			
3.1.2	Technical characteristics	The hump sorting process is carried out automatically by directing trains from the arrival tracks (tracks 203-216) to the shunting hump (tracks 231 and 232), with the wagons being sorted to the splitting tracks present (tracks 105-148) using gravity and the present system.  The area where the rail brakes and hump points are located - the sorting fan between the top of the hump and the north side of the splitting tracks — is only accessible to specifically authorised locomotives. This is partly because of the risk of damage occurring when running through the rail brakes (to the locomotive and/or the infrastructure) and partly because of the fact that it is required to have specific on-board equipment for communication and influence by ProRail's MSR-32 hump control system in the railway vehicle. For the access requirements for these locomotives, see item 5.2 of the table.  The splitting tracks are accessible on the north side only via the sorting fan; for the access requirements for the locomotives, see item 5.2 of this table. The tracks (tracks 105-148) can be used as splitting tracks for the hump shunting process and will in that case be fitted with brake shoes.  There are brake mule systems on the splitting tracks, which means that specific procedures apply for access to the tracks, and that there are specific working conditions risks, even when the systems are not actively being used. Personnel working in the hump area must have knowledge of the hazards of the automatic hump shunting system and the related systems.  More information on the technical characteristics can be found in the document <i>Local</i>			
212	Dlannod changes	details for carriers at Kijfhoek shunting hump via the Logistics Portal.			
3.1.3	Planned changes	No changes to the Kijfhoek shunting hump are planned in 2026.			
		4. User costs			

<sup>187</sup> The brake mule system automatically pushes hump-shunted wagons further onto the splitting tracks. In addition, the system pushes loose wagons against each other, creating a train.

The Kijfdis system provides the necessary link with the MSR hump control system, offers support in the management of connections schedules, administers wagons on the tracks and provides the interface to WLIS (see Appendix 23, item 5.1).

		Kijfhoek shunting hump
		The charge for using the Kijfhoek shunting hump is:
4.1	Information related to the user charge	Rate (per hump-shunted wagon)  €24.67  The charge will be levied per wagon, for each time a wagon uses the shunting hump.  Use of the shunting hump at the Kijfhoek marshalling yard is only possible in combination with the use of capacity of the splitting tracks at this marshalling yard, for which the charge for the stabling and shunting service is due as included in section 7.3.5.2.1 Stabling and shunting.
4.2	Information relating to the discount on the user charge	N/A
	onarge	5. User conditions
		ProRail imposes conditions on the use of the shunting hump. The most important conditions are explained below.  All railway undertakings that use the shunting hump shall ensure that all activities on the shunting hump comply with ProRail's prescribed guidelines for legal, technical and safe operations. The conditions and the guidelines (set by ProRail) are laid down in the Access Agreement.  ProRail recognises four types of users:
	Legal requirements	<ol> <li>Railway undertakings that hump shunt wagons under own management.</li> <li>Railway undertakings that do not hump shunt wagons under own management, but make use of regulated third-party rail-related services.</li> <li>Railway undertakings/operators that offer regulated rail-related services for the hump shunting of wagons.</li> <li>Railway undertakings that use the railway infrastructure of the hump, without using the hump facilities.</li> <li>Re 1. Railway undertakings that hump shunt wagons under own management provide the locomotives, means and processes necessary for hump shunting themselves.</li> </ol>
5.1		Re 2. Railway undertakings that cannot hump shunt wagons under own management cannot provide the locomotives, means and processes necessary for hump shunting themselves and instead use the rail-related services of third parties. These railway undertakings are fully responsible to ProRail for all processes on the service facility that they perform and/or purchase, and there is no reservation in this respect for the regulated rail-related services provided by third parties. Responsibility for all processes shall be demonstrably guaranteed in the supply contracts with the providers of the services.
		Re 3. Railway undertakings/operators offering rail-related services at the shunting hump shall obtain prior written permission from ProRail. ProRail may attach conditions to this permission with a view to the legal, technical and safe performance of this rail-related service.  Only services approved by ProRail may be offered. Part of the approval process is that the service provider must demonstrate that users of these services can comply with the guidelines and conditions set by ProRail for use of the service facility.
		For service providers who, as part of their service, gain access to confidential data of the railway undertaking that uses it (such as when processing order data or when processing data in Kijfdis), the service provider shall ensure that this data is kept effectively confidential from the customer, for example by means of a Non-Disclosure Agreement.

ı	Wife a la aboution bound		
	Kijfhoek shunting hump		
		Re 4. Railway undertakings that use the railway infrastructure of the shunting hump, without using the hump facilities, do not require specifically authorised locomotives. With this type of use, the splitting tracks are only accessible via the south side of the track bundles.	
		Safety For all types of users, ProRail can/may only grant access on the basis of a positive safety assessment of the integral hump shunting process and, for user types 1 and 3, a specific technical authorisation of hump locomotives. Users have a duty to provide the necessary input for a safety file and to participate in the joint safety assessment.	
		Specifically for user types 2 and 3, the following applies with regard to safety assessment:	
5.1	Legal requirements	<ul> <li>The recipient of the service (type 2) shall demonstrate that its integral process on the service facility, including the delivered regulated service, is sufficiently safe.</li> <li>The service provider (type 3) must demonstrate to ProRail in advance that the service offered will be carried out safely, meets the conditions set by ProRail and requires an agreement from ProRail. These conditions are set out in the document Local particularities for carriers at Kijfhoek shunting hump. This document can be accessed via the Logistics Portal.</li> </ul>	
		In addition to the safety assessment in advance, the parties have a duty to monitor the integral safety of the service facility together with ProRail. To this end, ProRail organises a safety meeting that is mandatory for all mandated users of the hump. In addition, strict rules have been drawn up for carrying out the hump shunting process safely and ensuring occupational health and safety, and working on Kijfhoek shunting hump requires specific training. This is because both the hump shunting and the stabling process at Kijfhoek differ from regular stabling and shunting activities, both in terms of the content of the process and the presence of special installations and systems in the infrastructure. For further information regarding safety at Kijfhoek, see the Logistics Portal.	
		Other The Kijfhoek shunting hump is part of the stabling and shunting service (see section 7.3.5 Stabling yards and section 7.3.5.2.1 Stabling and shunting of the Network Statement). The conditions that apply to the stabling and shunting service therefore also apply to the use of the Kijfhoek shunting hump. For user information regarding the Kijfhoek shunting hump, see item 2.1.8 of Appendix 8.	
	Technical requirements made of railway vehicles	The service is limited to use by normal traffic, not being Exceptional Transport (see section 0 <i>Exceptional Transport, test trains and other special trains</i> ).	
5.2		Hump shunting is possible on the shunting hump using the automated hump system, either under own management or with the support of a provider of regulated rail-related services.	
		Using the Kijfhoek shunting hump is only possible with locomotives that are fitted with equipment for communication with and control by the MSR-32 system. For the specific access requirements that apply to hump locomotives, see the document <i>Rolling stock access requirements Kijfhoek shunting hump</i> on the Logistics Portal.	
		For railway vehicles used for maintenance of the railway infrastructure and locomotives that run via the hump top in exceptional situations, specific admission is required for the entire area of the shunting hump, due to the risk of damage (to railway vehicles and/or the infrastructure) when passing installations in the splitting tracks and in the hump area. For the requirements for this type of railway vehicles, see also the document <i>Rolling stock access requirements Kijfhoek shunting hump</i> on the <u>Logistics Portal</u> .	

Kijfhoek shunting hump		
5.3 Independent use	In normal operation, the hump shunting process is exclusively carried out using the MSR-32 automated hump control system. Under certain conditions, ProRail offers the possibility of a temporary emergency hump shunting process using manual operation of the hump locomotive. This procedure is only allowed under specific circumstances, for example in the event of an unforeseen and tenorary disruption or breakdown of the connection between the shore and the on-board equipment in the hump locomotive. The <i>Procedure for (temporary) hump shunting with manual locomotive operation</i> can be viewed via the Logistics Portal.  Restrictions apply for access to the splitting tracks via the hump side:  1. Parties not using the hump shunting process do not have access to the hump area.  2. Wagons and other vehicles passing through the hump area must have been assessed for suitability to pass through the hump area before admission.  3. Movements must be performed with locomotives that are authorised to run there.  The splitting tracks can also be used for the stabling of wagons that are not involved in the hump shunting process. In that case, shunting is only possible from the south side. For the stabling and shunting of wagons on the splitting tracks via the south side, no specific restrictions apply with regard to vehicles. When using the splitting tracks for stabling and shunting, no brake shoes may be present on the south side of the splitting track and wagons may not be placed beyond the stop mark indicated.  Health and safety on the marshalling yard is also affected by the presence of special installations on the track. The 'Instructions for personnel accessing splitting tracks (tracks 105-148) Kijfhoek' have been drawn up to inform employees who enter the splitting tracks about the special features. These instructions can be consulted via the Logistics Portal.  Departure of trains from the splitting tracks during normal hump operation is only possible via the south side. The exception is shunting movements of train sets fro	
5.4 IT systems	To ensure safe and efficient use of the shunting hump, information on train composition, sequence dependency and individual wagons shall be provided in a timely and correct manner during execution. Titleholders shall use the Kijfdis system for this purpose.	
5.5 Use of brake shoes and stop blocks	For the execution of the automated hump shunting process, in exception to the general rule, the use of a <i>Brake shoe Kijfhoek splitting tracks</i> , specifically existing for the hump shunting process, is mandatory, in accordance with <i>User instructions GVS00109</i> (see the <u>Logistics Portal</u> ). N.B. The use of this brake shoe is not permitted for wagons on splitting tracks that are not in use as sorting track for the hump shunting process, but only as a stabling track.  Refer to section 7.3.5.2.1 <i>Stabling and shunting</i> item 5.5 for information on the use of brake shoes and stop blocks when using the railway infrastructure of the Kijfhoek shunting hump for stabling and shunting without using the hump facilities.	



		Kijfhoek shunting hump
6.1	Request for access to Kijfhoek shunting hump	Request, allocation and cancellation of shunting, stabling and hump tracks The process for requesting and allocating shunting and stabling tracks and associated facilities is described in section 7.3.5.3 Capacity allocation at marshalling yards and stabling yards of the Network Statement. Capacity requests for the Kijfhoek marshalling yard and Kijfhoek shunting hump shall contain specific data. See section 3.4.6 Requirements with regard to information provision and Appendix 8, item 3. Section 7.3.5.3.10 Procedure for use of the Kijfhoek shunting hump describes the procedure for requesting capacity to use the hump tracks.  Section 7.3.5.2.2 Kijfhoek shunting hump item 5 User conditions distinguishes four types of users. Where a party offers a regulated service for the purpose of hump shunting third-party wagons after the start of the 2026 timetabling process, these third parties have not been able to take this into account in their timetable request for the 2026 timetable. If capacity is needed for the use of this type of service or services during the timetable year, the capacity can be obtained in two ways:  a. By means of an ad hoc request b. Using the capacity allocated to the offering party  Capacity allocated in the timetable can also be utilised to make use of the service.  It is possible to return capacity. Cancelling allocated capacity on the splitting tracks – regardless for hump shunting, stabling or shunting – can be done as described in section 7.3.5.3.10 Procedure for use of the Kijfhoek shunting hump.  Access to the stabling yard  Information on access to stabling yards (e.g. on opening access gates/doors) can be
		found in the Conduct guidelines at marshalling yards (RLN00300), which can be consulted via the Logistics Portal or via the ProRail website and - supplementary to this - in the Local details marshalling yard Kijfhoek, see the Logistics Portal.
6.2	Handling time	See section 7.3.5.3 Capacity allocation at marshalling yards and stabling yards of the Network Statement.

### 7.3.5.2.2.1 Services at the Kijfhoek shunting hump

No rail-related third-party services on the Kijfhoek shunting hump<sup>189</sup> have been reported to ProRail and, therefore, no rail-related services on the Kijfhoek shunting hump are included in the *List of rail-related third-party services and service facilities* on the ProRail website.

# 7.3.5.2.3 Freight terminals

1.0.0.2	3.3.2.3 Freight terminals			
	Freight terminals			
	1. General information			
1.1	Description	A public facility for the transhipment of goods from lorry to train, and vice versa.		
1.2	Locations	The freight terminals are listed in Appendix 20 of the Network Statement.		
1.3	Opening hours	Regular opening hours: Monday to Sunday from 00:00-23:59.  A number of locations have limited opening hours due to regulations under the environmental permit. These can be found in the environmental permit of the relevant location (see the Logistics Portal).		

For more information on the legal framework regarding this service facility, ProRail refers to the <u>Rail-related</u> services guide (2018) of the Consumer Market Authority (ACM), the <u>informal opinion</u> on the Kijfhoek backing service dated 9 December 2022 and the supplement to this informal opinion dated 9 May 2023. These documents can be found on the ACM website.



Freight terminals		
1.4	Technical characteristics	The facility comprises at least a paved site located directly alongside the railway line, with a connection to the public road suitable for standard road vehicles. A national overview of freight terminal locations is given in Appendix 20. The available effective length of the freight terminals varies by location (see the file <i>Track and platform lengths</i> on the <u>Logistics Portal</u> ). <sup>190</sup> Further technical information on a specific location can be obtained from ProRail, for example via <u>gebruikswaardeinfo@prorail.nl</u> (see also section 2.3 <i>Infrastructure description</i> ).
1.5	Information related to the user charge	The charge for use of the public freight terminals is included in the charge for the stabling and shunting service (see section 7.3.5.2.1 Stabling <i>and shunting</i> of the Network Statement).

7.3.5.2.4 Depot power supply

1	Depot power supply			
		1. General information		
1.1	Description	Electricity connection for the power supply to non-traction electric train systems.		
1.2	Locations	Information on the presence of depot power supply at specific stabling yards is available in the form of maps. These maps are available on the Logistics Portal.		
1.3	Opening hours	Regular opening hours: Monday to Sunday from 00:00-23:59.		
1.4	Technical characteristics	A distinction is made between: - Depot power supply 230V - Depot power supply 400V		
1.5	Information related to the user charge	The charge for using this service is included in the tariff for the stabling and shunting service7.3.5.2.1 see section 7.3.5.2.1		
1.6	User conditions	The depot power supply is only suitable for powering non-traction electric train systems. A non-traction electric train system must be able to withstand a shutdown and (automatic) restart of the depot power supply.  A maximum of one user/train may be connected to a connector (wall socket).  To ensure reliable operation of the depot power supply, the maximum leakage current from the electrical train systems to framework/earth is 15 mA. Higher leakage currents can lead to switching off the depot power supply. The depot power supply must be used according to the <i>Depot power supply manual</i> . This manual can be found on the <u>Logistics Portal</u> .		

7.3.5.2.5 Train preheating

	Train preheating		
		1. General information	
1.1	Description	Electricity connection for the climate control of railway vehicles and non-traction electric train systems.	
1.2	Locations	Information on the presence of train preheating at specific stabling yards is available in the form of maps. These maps are available on the Logistics Portal.	
1.3	Opening hours	Regular opening hours: Monday to Sunday from 00:00-23:59.	
1.4	Technical characteristics	Socket with 1500V DC from the overhead contact line: - fixed wall socket, 1500V DC - flexible socket, 1500V DC	
1.5	Information related to the user charge	The charge for using this service is included in the tariff for the stabling and shunting service7.3.5.2.1 see section 7.3.5.2.1	

Freight terminals are always located in locally controlled areas. The effective length of the track on a freight terminal is measured from shunting limit signal to shunting limit signal/buffer stop.

# 7.3.5.2.6 Filler hydrants

	Filler hydrants		
		1. General information	
1.1	Description	Water connections for the filling of the reservoirs of railway vehicles with process water.	
1.2	Locations	Information on the presence of filler hydrants at specific stabling yards is available in the form of maps. These maps are available on the <u>Logistics Portal</u> .	
1.3	Opening hours	Regular opening hours: Monday to Sunday from 00:00-23:59.	
1.4	Technical characteristics	Water connections along stabling tracks (not drinking water).	
1.5	Information related to the user charge	The charge for using this service is included in the tariff for the stabling and shunting service7.3.5.2.1 see section 7.3.5.2.1	
1.6	User conditions	The filling hydrant shall be used in accordance with the filler hydrant manual. This manual can be found on the Logistics Portal.	

# 7.3.5.2.7 Service Points

	iotolia, control onto		
	Service points		
		1. General information	
1.1	Description	Utilities to support the internal cleaning of railway vehicles.	
1.2	Locations	Information on the presence of service points at specific stabling yards is available in the form of maps. These maps are available on the Logistics Portal.	
1.3	Opening hours	Regular opening hours: Monday to Sunday from 00:00-23:59.	
1.4	Technical characteristics	Service points are cabinets to which one or more utilities are connected:  Cold process water (not drinking water; available everywhere).  Hot process water (not drinking water; not available everywhere).  Integrated filler hydrant (not drinking water).  Sink with sewerage connection  Fixed wall socket, 230V AC  Fixed wall socket, 400V AC	
1.5	Information related to the user charge	The charge for using this service is included in the tariff for the stabling and shunting service7.3.5.2.1 see section 7.3.5.2.1	

### 7.3.5.2.8 Brake-testing cabinets

	Brake-testing cabinets		
	1. General information		
1.1	Description	Compressed air connections for the testing of vehicle brake systems.	
1.2	Locations	Information on the presence of brake-testing cabinets at specific stabling yards is available in the form of maps. These maps are available on the Logistics Portal.	
1.3	Opening hours	Regular opening hours: Monday to Sunday from 00:00-23:59.	
1.4	Technical characteristics	Delivery point for compressed air and air hoses, available in two types:  Remote control  Non-remote control	
1.5	Information related to the user charge	The charge for using this service is included in the tariff for the stabling and shunting service7.3.5.2.1 see section 7.3.5.2.1	

# 7.3.5.2.9 Use of guidance for (dis)embarking facility

	Use of guidance for (dis)embarking facility		
	1. General information		
1.1	Description	Guidance for mobile boarding platforms for the (dis)embarking of personnel at railway vehicles.	



	Use of guidance for (dis)embarking facility		
1.2	Locations	Information on the presence of facilities is available in the form of maps. These maps are available on the Logistics Portal.	
1.3	Opening hours	Regular opening hours: Monday to Sunday from 00:00-23:59.	
1.4	Technical characteristics	<ul><li>Guidance via concealed gutter</li><li>Guidance via tube</li></ul>	
1.5	Information related to the user charge	The charge for using this service is included in the tariff for the stabling and shunting service7.3.5.2.1 see section 7.3.5.2.1	

### 7.3.5.2.10 Service paths and roads

	Service paths and roads				
		1. General information			
1.1	Description	ription Paved paths and roads along service tracks for internal cleaning, filling/emptying of reservoirs, inspection and minor maintenance of railway vehicles.			
1.2	Locations	Information on the presence of facilities is available in the form of maps. These maps are available on the <u>Logistics Portal</u> .			
1.3	Opening hours	Regular opening hours: Monday to Sunday from 00:00-23:59.			
1.4	Types of paving:  Industrial concrete plates Asphalt				
1.5	Information related to the user charge	The charge for using this service is included in the tariff for the stabling and shunting service7.3.5.2.1 see section 7.3.5.2.1			

### 7.3.5.2.11 Faeces discharge

ProRail does not offer any specific facilities for faeces discharge trolleys. The use of ProRail's sewerage connections and electric charging points for faeces discharge trolleys is only permitted following specific agreement with ProRail. ProRail is the owner of two fixed faeces discharge systems for the emptying of closed toilet systems and the filling with rinsing water. These facilities are located in Groningen and Leeuwarden and are operated by Arriva. ProRail will not realise any additional fixed faeces discharge systems.

# 7.3.5.3 Capacity allocation at marshalling yards and stabling yards

Different rules apply to the allocation of capacity at marshalling yards and stabling yards than for the capacity allocation of train paths as set out in Chapter 4.<sup>191</sup> The rules regarding capacity allocation at marshalling yards and stabling yards are detailed below.

#### 7.3.5.3.1 Principles

a. ProRail publishes the capacity available for stabling and/or shunting no later than 1 March in Sporendatabase, a catalogue containing information on the characteristics and functionality of the tracks that are part of the stabling and shunting service(facility) (see the <u>Logistics Portal</u>). All tracks that are part of the stabling and shunting service (facility) have an operational parameter. The operational parameters indicate the purpose for which the track was built and for which the track can best be used given the functionality of the track concerned and the assets in and along the track. Tracks can have two operational parameters where operational parameter 1 indicates the primary function and operational parameter 2 indicates the use for which the track is also suitable. For some tracks, ProRail has also included a preferred use in Sporendatabase. This

Implementing Regulation 2017/2177/EU details obligations on access to rail-related services and service facilities (such as stabling yards and marshalling yards).

- preferred use concerns a deepening of the operational parameter and indicates the best way to use the track given the facilities present (e.g. tracks with a depot power supply have locomotive stabling as a preferred use). The information comes from the Infra-Atlas application.
- b. ProRail takes the operational parameter and any operational preference of the track into account when handling access requests. The operational parameter and preferred use may be deviated from if it contributes to the search for viable alternatives in case of conflicting applications as referred to in section 7.3.5.3.5 *Process for submitting capacity requests for the timetabling process*. If the search for viable alternatives is unsuccessful and ProRail applies the priority criteria from this section, then use of the requested tracks in accordance with the operational parameters may play a role.<sup>192</sup>
- c. Tracks are reserved in Sporendatabase for the stabling of railway vehicles and materials used for management and maintenance activities (see section 4.3). These tracks are referred to as *Infravervoerders* (infrastructure carriers).
- d. ProRail reserves one service track at one of the Amsterdam Westhaven Reizigers, Lelystad, Hoofddorp, Zaanstraat or Watergraafsmeer marshalling yards for the purpose of open access by private passenger transport in the ad hoc phase. This track is designated as 'ad hoc access' in Sporendatabase. The conditions for using this track are listed in the document 'Capacity reservation for the purpose of private passenger transport in ad hoc phase', which can be found on the Logistics Portal.
- e. If the physical capacity on a marshalling yard is greater than the environmental capacity, the environmental capacity takes precedence and coordination takes place on this basis.
- f. TCRs as referred to in section 4.3 *TCRs* may also affect the access and use of marshalling yards and stabling yards. TCRs at marshalling yards and stabling yards will be determined on the basis of the procedures described in section 4.3, with railway undertakings themselves responsible for removing railway vehicles from designated tracks before the start of the TCR, unless otherwise agreed (and recorded in Btd-planner).
- g. For pattern-based TCRs at marshalling yards, additional arrangements may be made to limit the impact on freight and passenger traffic (e.g. in terms of shunting, stabling, access to terminals or service and maintenance of railway vehicles). These are recorded in Btd-planner (see Appendix 23, item 6.1).
- h. To prevent unused capacity at marshalling yards, capacity on one or more specific tracks can, in agreement between ProRail and the related titleholders, be allocated to multiple titleholders for shared use. In doing so, titleholders can cooperate whereby one of them is designated as being responsible for the daily logistical coordination.

7.3.5.3.2 Schedule and process for the timetabling process at marshalling yards
Requests for access to shunting and stabling facilities for the timetabling process are made via a request form made available by ProRail on the Logistics Portal (Request form for services and service facilities at marshalling yards). This form can be sent to capaciteitsverdeling@prorail.nl. Requests for passenger transport and other transport other than freight transport can also be made via volume infrastructure entries (VII) in DONNA. The request must at least include access to a specific track for a specified period of time. The maximum duration is one timetable period. In this case, from 14 December 2025 to 12 December 2026.

For capacity allocation at marshalling yards, the schedule of the timetabling process for train paths is used. Applicants shall submit their request for shunting and stabling capacity by 14 April 2025 (see section 4.5.1 *Schedule and process for the timetabling process*).

Activity	Date
Submission of timetable requests for marshalling yards:	

If priority criteria 1 and 2 from step 5 have not led to a solution, then priority criterion 3 states that use of the requested tracks in accordance with the operational parameters as recorded in Sporendatabase takes precedence over use that deviates from the operational parameters recorded in Sporendatabase.



a. DONNA file open for requests	To be determined via the Allocation Table in January 2025			
b. Closing date for timetable requests for required capacity at marshalling yards	14/04/2025			
c. Intake requests	15 to 25 April 2025			
Coordination:				
d. Start of coordination	15/04/2025			
Consultation on draft timetable:				
e. Draft timetable ready for consultation	07/07/2025			
f. Closing date for consultation responses	08/08/2025			
Determination of capacity allocation for the timetable:				
g. Determination of capacity allocation at marshalling yards for the timetable	25/08/2025			

### 7.3.5.3.3 Schedule and process for late requests

A special category of requests are the late requests. These are ad hoc requests for the 2026 timetable that are received after the closing date for the timetabling process (14 April 2025) up to and including 13 October 2025.

Late requests will be processed in order of receipt after 25 August 2025. These requests, including ad hoc requests submitted between 14 October and 6 November 2025, shall be handled and processed by ProRail by 11 November 2025. For ad hoc requests made after 5 November 2025, the regular response times as mentioned in 7.3.5.3.4 apply.

# 7.3.5.3.4 Schedule and process for ad hoc requests

The first day of requests for ad hoc capacity at marshalling yards and stabling yards is 14 October 2025 (the first day after closure of the late-request period).

- 1. Requests for access to a track for a specified period of time can be made up to five days before performance via:
  - A volume infrastructure entry (VII) in DONNA; this is applicable only for passenger and other transport other than freight transport.
  - An email message to <u>capaciteitsverdeling@prorail.nl</u>

An ad hoc request will be processed within a maximum of five working days, unless coordination with a third party is required. In which case the processing time will be extended to a maximum of 20 working days.

- 2. In the period of five days before performance until the moment of performance via:
  - The LOA-Online<sup>193</sup> system (see section 5.3.1 and Appendix 23, item 5.1)
  - (Telephone) contact between the titleholder and traffic control.

The request must be submitted at least 15 minutes before performance and will be answered by ProRail within 15 minutes. If requests are submitted shortly before performance, ProRail will make every effort to process the request on time, without being able to guarantee such.

### 7.3.5.3.5 Process for submitting capacity requests for the timetabling process

The process for submitting capacity requests for the timetabling process consists of the following steps:

# Step 1: Assessment of access requests for stabling and shunting facilities

LOA-Online cannot be used for requests of shunting/stabling capacity at Kijfhoek. This takes place via telephone contact between the titleholder and traffic control.



ProRail will assess whether the request is complete within five working days of receipt of the access request. If incomplete, the applicant will be given an opportunity to complete the request during the time limit specified in section 4.5.1 *Schedule and process for the timetabling process* table 4.4 point c.

## Step 2: Integration of all capacity requests

All capacity requests per relevant service facility are integrated by ProRail and measured against the capacity made available. In principle, requests are granted. In case of conflicting requests, the coordination procedure (step 3) is initiated.

### Step 3: Coordination procedure

A coordination file is drawn up, containing:

- A description of the access conflict (competition).
- An overview of all applicants (to ensure full and non-discriminatory treatment, whereby the comparability of the application and the service facility will be taken into account).
- Information on the marshalling yard and service facilities.

ProRail, in consultation with all applicants, will try to (integrally) reconcile the requests as best as possible for each relevant service facility. In doing so, ProRail examines whether pragmatic solutions that make maximum use of the available capacity can be found. Relevant information on load shifts between railway undertakings, demonstrably opportune new loads and significant changes in load volumes may be part of the coordination process.

- If the parties involved agree, the solution is recorded and allocated.
- If the parties involved do not agree, step 4 follows.

### Step 4: Consideration of viable alternatives

If the coordination procedure (step 3) has not led to resolution of the conflict, ProRail and the applicants concerned will jointly seek an alternative service facility that can meet the needs of the applicants (hereinafter: viable alternative). The initiative for the consideration of viable alternatives lies with ProRail. The parties involved are, however, explicitly invited to submit alternatives.

To the extent possible, ProRail will at least take into account at least the following when making proposals for possible alternatives:

- The operational characteristics of the alternative service facility.
- The substitutability of the physical and technical characteristics of the alternative service facility.
- The clear impact on the attractiveness and competitive position of the rail transport service planned by the applicant.
- The estimated extra costs for the applicant.

It is up to the applicant to decide whether one of the viable alternatives proposed by ProRail is acceptable. In doing so, the three situations below can be distinguished:

- 1. The applicant agrees to a proposed alternative, ProRail allocates capacity in accordance with the proposal.
- 2. The applicant and ProRail do not agree on a feasible alternative. In this case, ProRail rejects the request, stating the alternatives that ProRail considers viable.
- 3. The consideration of viable alternatives has not yielded a result, ProRail proceeds to conflict resolution according to the priority criteria in step 5.

# Step 5: Conflict resolution and priority criteria for allocation

Prioritisation takes place in numerical order.

# General priority criteria

If there are no viable alternatives for the applicants, ProRail will allocate requests according to the priority criteria below. Prioritisation takes place in numerical order.

1. Stabling of railway vehicles that are operationally used in a scheduled transport service takes precedence over railway vehicles that are used for non-operational purposes (e.g. strategic

reserves, new or defective railway vehicles, rolling stock scheduled for demolition, rolling stock for training purposes, etc.).

- 2. Train-related stabling and handling/shunting takes precedence over non-train related stabling and handling/shunting. To determine this, we look at the number of:
  - Trains requested for the timetabling process.
  - Trains realised in the current timetable.
- 3. The use of the requested tracks in accordance with the operational parameters as included in Sporendatabase (see also section 7.3.5.3.1 *Principles* point a) takes priority over use that deviates from the operational parameters included in Sporendatabase. Applications for use in accordance with operational parameter 1 have priority over applications for use in accordance with operational parameter 2.<sup>194</sup>
- 4. For passenger trains, the number of loaded starting (first) passenger trains will be allocated in relation to the number of wagons (taking into account the length of the wagons).
- 5. Requests for short-term stabling take priority over requests for long-term stabling.
- 6. As regards freight carriers, the relationship between train length and track length is taken into account in the allocation. The longest tracks are allocated to the carrier using the longest trains in a scheduled transport service.
- 7. As regards freight carriers, the stabling tracks for locomotives are allocated in proportion to the expected use of these tracks.
- 8. For freight carriers, a contract (demonstrably having loads and/or terminal slots within the timetable period) takes precedence over no contract.
- 9. The allocation takes into account the optimisation of the shunting process and the minimisation of shunting movements.
- 10.In the context of optimal utilisation of capacity, the utilisation rate of the allocated capacity including reasons for this is looked at if data is available. A higher utilisation percentage has priority over a lower utilisation percentage

The priority criteria for the splitting tracks on Kijfhoek shunting hump are not applied as long as no rail-related services by third parties on the Kijfhoek shunting hump have been reported to ProRail as referred to in section 7.3.5.2.2.1 (Services on Kijfhoek shunting hump)<sup>195</sup>

Priority criteria for splitting tracks at Kijfhoek shunting hump

The following priority criteria apply specifically to access to the splitting tracks at Kijfhoek:

- 1. Use of splitting tracks in combination with the use of the shunting hump takes precedence over other types of use of these tracks. To this end ProRail determines the necessary number of tracks for sorting with the use of the shunting hump. This number will be distributed among the requests made for the use of the sorting function of the shunting hump. If the necessary number of tracks for sorting exceeds the number of tracks available, capacity requests for trains with origin and/or destination Mainport Rotterdam-Rijnmond or the port-industrial complexes of Amsterdam-IJmond and Vlissingen-Sloe take precedence over capacity requests for trains with an origin and destination other than those mentioned above.
- 2. When using the splitting tracks for stabling and shunting without using the sorting function of the service facility, train-related stabling and shunting takes precedence over non-train-related stabling and shunting. In order to determine this, account is taken of:
  - Trains requested for the timetabling process.

An exception applies to tracks 105 to 148 at Kijfhoek, which are equipped with hump facilities. As long as there is no sorting service available for third parties at Kijfhoek, no priority will be given to applicants who want to use these tracks for hump shunting as opposed to applicants who want to use these tracks for shunting without the hump (ACM letter dated 21 February 2022 ACM/UIT/572134 re Kijfhoek priority criteria).

ACM letter dated 21 February 2022 ACM/UIT/572134 re Kijfhoek priority criteria.



Trains realised in the current timetable.

### Step 6: Allocation to titleholders

A draft allocation for marshalling yards will take place on 7 July 2025. This is open for consultation until 8 August 2025. The final allocation will follow no later than 25 August 2025.

When allocating the available capacity for the Kijfhoek shunting hump, ProRail uses a minimum connections schedule requirement of four hours as the lower limit. The allocation of access to the Kijfhoek shunting hump is laid down in a basic plan. In the basic plan, ProRail specifies the scheduled use of the arrival, hump, splitting and departure tracks. The capacity of the splitting tracks is allocated to titleholders in accordance with the basic plan. Splitting tracks that turn out not to be needed for hump shunting during the timetabling process can, if there are requests, be allocated for stabling alone. In principle, splitting tracks are allocated by number based on the necessary length of use. The actual planning by track number can be adjusted at daily plan level, which makes it possible to adjust track use at short notice due to defects and/or maintenance of switches and gradient/brake mule systems.

### 7.3.5.3.6 Process for submitting ad hoc requests

Requests for stabling and shunting capacity in the ad hoc phase are subject to the first come first served principle. The moment of application, regardless of the request method, is leading. Requests that fit without conflict within the already allocated capacity can be allocated by ProRail. Requests that cannot be fitted within the already allocated capacity without conflict can only be accepted if holders of already allocated capacity allow changes so that a new request can be fitted in without conflict. ProRail plays a mediating role in this but has no ability to enforce necessary changes, to grant an ad hoc request. ProRail will communicate within the periods specified in section 7.3.5.3.4 Schedule and process for ad hoc requests whether a new request can be accommodated. Requesting TimeSpaceSlots on the Theemsweg/Merseyweg (Botlek) main siding line is subject to a separate procedure described in section 7.3.5.3.9 *Procedure Theemsweg/Merseyweg (Botlek) main siding line*.

### 7.3.5.3.7 Cancellation of allocated capacity at marshalling yards

As soon as the titleholder knows that the allocated capacity will not be used, it shall immediately inform ProRail so that the capacity that became available can be used by another party. This applies to both long-term allocated capacity (long-term stabling) and to capacity directly related to the train path (for example TimeSpaceSlots). For additional information regarding cancelling a capacity request for the Kijfhoek shunting hump see section 7.3.5.3.10 *Procedure for use of the Kijfhoek shunting hump*.

- Long-allocated capacity can be returned by sending a message to <u>capaciteitsverdeling@prorail.nl</u>, where the track number and the full period for which the capacity is returned should be named.
   Capacity can also be returned for passenger transport and other transport other than freight transport by deleting a volume-infra deployment (VII) in DONNA.
- Stabling and/or shunting capacity directly related to a train path can be returned in four ways:
  - With a TSI path cancellation message (see section 5.3.1 Train path and Appendix 23, item 4.1).
  - By deleting the train path and associated stabling and/or shunting capacity in DONNA (section 5.3.1 *Train path* and Appendix 23, item 4.1);
  - By sending a message to <a href="mailto:capaciteitsverdeling@prorail.nl">capaciteitsverdeling@prorail.nl</a>.
  - Via the LOA-Online system<sup>196</sup> (see section 5.3.1 *Train path* and Appendix 23, item 5.1)

Changes will be processed by ProRail as soon as possible but no later than five working days.

No use can be made of LOA-Online for requests of shunting/stabling capacity at Kijfhoek. This takes place via telephone contact between the titleholder and traffic control.



## 7.3.5.3.8 Withdrawal of capacity at marshalling yards by ProRail

For allocated capacity at marshalling yards that for at least 30 consecutive days has been used for less than a quarter of the hours or a quarter of the total length of the allocated tracks at the marshalling yard, the capacity rights can be withdrawn by ProRail. An exception to this is if only one track is allocated to a titleholder, then only a quarter of the hours apply. In the event of force majeure, the railway undertaking must report this to ProRail before the end of the calendar month. ProRail will then assess whether force majeure has occurred.

## 7.3.5.3.9 Procedure Theemsweg/Merseyweg (Botlek) main siding line

ProRail applies the *Norm times Botlek Theemsweg-Merseyweg main siding line* for both timetable requests and ad hoc requests for access to the TimeSpaceSlots (TRS) of Terminal 60, Terminal 70 and Terminal 80 (Theemsweg/Merseyweg main siding line). An overview of these norm times can be found on the <u>Logistics Portal</u>. As part of this procedure, the train's timetable is linked to the TimeSpaceSlot. When requesting access to these TimeSpaceSlots, the following information must be provided both during the capacity allocation process (timetabling process and ad hoc allocation) and during the order acceptance process:

- The train number of the arriving and/or departing train.
- The shuttle details.
- The departure time to/from the terminal (or the slot time).
- The terminal to be operated.

Requests for access to Terminal 60, Terminal 70 and/or Terminal 80 that deviate from the norm times must be substantiated and are assessed by ProRail.

## 7.3.5.3.10 Procedure for use of the Kijfhoek shunting hump

Within the current self-provision regime for use of the shunting hump, user types 1 and 3, as defined in section 7.3.5.2.2 Kijfhoek shunting hump under 5.1 Legal requirements, may apply for capacity to use the shunting hump by using the two tracks over the hump top (tracks 231 and 232). ProRail allocates access to the Kijfhoek shunting hump in the form of TimeSpaceSlots.

### Submitting a hump request

Capacity requests for the Kijfhoek shunting hump can be made via the *Request form for use of hump tracks in combination with Kijfhoek hump and shunting facilities*. This form can be found on the Logistics Portal. If titleholders prefer to use an own format to request capacity, ProRail Capacity Allocation can process such. The request must include some specific data (see Appendix 8, item 3 *Capacity requests Kijfhoek marshalling yard*) and can be submitted via capaciteitsverdeling@prorail.nl. For submitting capacity requests during ad hoc allocation, see section 7.3.5.3.6 *Process for submitting ad hoc requests*. The specific procedure and rules for requesting access to the hump can be found in the document *Capacity allocation Kijfhoek shunting hump (hump top tracks 231 and 232)* on the Logistics Portal.

#### Priority criteria hump requests

In case of conflicting requests during the timetabling phase, ProRail follows the steps according to section 7.3.5.3.5 *Process for submitting timetable requests* for the allocation of capacity of the use of the hump top in the form of TimeSpaceSlots, applying the following specific priority criteria, applied in numerical order:

- 1. Hump movements of trains with wagons before a departure train take precedence over hump movements of trains with wagons staying at Kijfhoek for long periods.
- 2. Hump movements of trains with wagons for departure trains that have a departure time first are given priority, as long as the period between the hump movement and the time of departure meets the lower limit mentioned earlier.
- 3. Track utilisation optimisation is taken into account in the allocation when planning hump movements.
- 4. In the context of optimal capacity utilisation, account is taken of any under-utilisation of (part of) the fully allocated capacity in the past (including the reasons for this).



## Changing or cancelling a hump request

Returning capacity for routes via the tracks over the hump top (tracks 231 and 232) can be done by sending a message to <a href="mailto:capaciteitsverdeling@prorail.nl">capaciteitsverdeling@prorail.nl</a>. The alteration will then be processed by ProRail as soon as possible but at the latest within five working days. When requesting an alteration to a hump request, the railway undertaking must indicate whether this also results in an alteration to the coupled TimeSpaceSlot (as combined infrastructure use). If a hump request is cancelled, ProRail will assume without notice that the associated combined infrastructure use is also cancelled.

### 7.3.5.3.11 Ancillary systems

The table below shows the ICT and information services intended for handling order requests for shunting movements, registering loading data and supporting activities at shunting yards and stabling yards. The second column of this table gives a brief description of the functionality. The third column of this table contains a reference to the appendix for a detailed explanation.

These services are made available as part of the train path service (see section 5.3.1 *Train path*) and of the stabling and shunting service (see section 7.3.5.2.1 *Stabling and shunting*).

Name	Function	For explanation see
As part of the train path service and th	e stabling and shunting service	
LOA-Online	Submitting, handling and recording of local orders for shunting routes.	Appendix 23 – 5.1
Spoorbezettingsplan	Information on the track occupation of the marshalling yards, as well as the planning for the next 16 hours.	Appendix 23 – 5.1
Kijfdis	Kijfdis is the planning and registration system for the shunting hump at Kijfhoek marshalling yard.	Appendix 23 – 5.1
Wagon Load Information System (WLIS, WagenLading Informatie Systeem)	Registration of train composition data as well as the registration of position and load of freight wagons at marshalling yards.	Appendix 23 – 5.1

For an overview of the support systems used for capacity allocation, see section 4.5.4.2 *Support* systems.

### 7.3.6 Maintenance services and facilities<sup>197</sup>

A number of marshalling yards managed by ProRail are equipped with facilities for the maintenance and repair of railway vehicles. These facilities are managed by specialised overhaul and maintenance firms. Maintenance services are provided by specialised service providers. An overview of the providers of rail-related services and service facilities known to ProRail can be found on the <a href="ProRail">ProRail</a> website.

Further procedures for carrying out emergency recovery and (urgent)repairs are set out in section 6.2.7 *Emergency recovery and repairs to railway vehicles on the main railway network*. The tracks on which emergency recovery and (small) repairs to railway vehicles must be carried out can be found on the <u>Logistics Portal</u>.

These are the facilities referred to in Annex II, category 2 (e) of Directive 2012/34/EU. Special service facilities for major maintenance intended exclusively for high-speed trains or other types of rolling stock requiring specific facilities are excluded (and included in section 5.5.4 *Special maintenance services and facilities*).



### 7.3.7 Other technical services and facilities

# 7.3.7.1 Monitoring railway vehicles

ProRail has with a view to realising unhindered use of the railway infrastructure installed monitoring systems at strategic locations. A distinction is made between two types of monitoring systems:

- Hotbox detection measures the temperature of wheels and axle boxes of passing railway vehicles.
   If a threshold is exceeded, the driver is warned. The following threshold values apply to HotBox detection:
  - For an axle box 90°C (warm signal) and 110°C (hot signal).
  - For a wheel 290°C (warm signal) and 375°C (hot signal).
- WILD (Wheel Impact Load Detection, formerly Quo Vadis<sup>198</sup>) measures various forces exerted by wheels on the rail (see also section 3.4.1 *Railway vehicle acceptance requirements*). If a threshold is exceeded, the driver is warned. The following threshold values apply:
  - 550 kN peak force
  - 30 tons axle load (32.5 tons for the Zee-Zevenaar route section).
  - 2.33 ratio skew load.

If one of the above threshold values is exceeded, the driver shall follow the instructions of the movements inspector.

Hotbox detection and WILD are not safety systems, but risk-reducing systems to ensure safe train traffic. This means that a route section will not be decommissioned for rail traffic if such a system is no longer functioning. Responsibility for the soundness and safety of wheels and axle boxes and for not exceeding permitted axle loads and loading wagons correctly remains with the railway undertakings. These risk-reducing systems do not affect the division of liability between the infrastructure manager and the railway undertakings with regard to the soundness and correct use of rolling stock by the railway undertakings.

It is possible to generate reports from the above systems with measurement data of specific railway vehicles or trains upon request. This service is offered as an ancillary service (see section 5.5.2 *Provision of additional information* and Appendix 23 item 11.1). A summary of recorded high values is provided to all railway undertakings as standard.

### 7.3.7.2 Technical services and third-party facilities<sup>199</sup>

Other technical facilities are provided by specialised service providers and facilities. An overview of providers of rail-related services and service facilities known to ProRail can be found in the *List of rail-related services and third-party* service facilities on the <u>ProRail website</u>.

### 7.3.8 Seaport and inland port services and facilities

Sea and inland port facilities are available from specialised service providers. ProRail does not offer any related services and facilities. An overview of providers of rail-related services and service facilities known to ProRail can be found in the *List of rail-related services and third-party* service facilities on the <a href="ProRail website">ProRail website</a>.

# 7.3.9 Assistance and ancillary services and facilities

ProRail has an incident control organisation. Services and other information in the context of calamity response are described in section 5.3.1 on the train *path* service under point n and section 6.2.8 on *Rail Incident Management*.

Among other things, WILD measures weights, Hotbox detection temperatures. The Quo Vadis application currently only stores, processes and distributes measurement data from both other systems.

<sup>&</sup>lt;sup>199</sup> Including cleaning and washing facilities.



ProRail does not provide any separate assistance and support facilities. An overview of providers of rail-related services and service facilities known to ProRail can be found in the *List of rail-related services and third-party service facilities* on the <u>ProRail website</u>.

# 7.3.10 Refuelling

### 7.3.10.1 General information

ProRail offers refuelling facilities at a number of locations for the delivery of diesel to locomotives. The locations of the refuelling facilities are shown in Appendix 21. The contractual conditions for use of the refuelling facilities are agreed upon in the Access Agreement for the refuelling facilities service.

### 7.3.10.2 Refuelling

	Refuelling						
	1. General information						
1.1	Service	Refuelling facilities are a facility under Category 2 of Annex II to Directive 2012/34/EU.					
1.2	Provider	ProRail					
1.3	Term of validity	The service is offered during the term of the Network Statement.					
		2. Function					
2.1	Description	The service concerns the access to and use of refuelling facilities. A refuelling facility is a facility for supplying locomotives and railcars with fuel (diesel) <sup>200</sup> . (For supply of fuel, see table Supply of fuel under this table).					
		3. Description of the facility					
3.1	Locations	See Appendix 21.					
3.1.1	Opening hours	Regular opening hours: Monday to Sunday from 00:00-23:59.					
<ul> <li>3.1.2 Technical characteristics</li> <li>Equipped (exclusively) for refuelling by means of the delivery unit the refuelling facility.</li> <li>Equipped for refuelling by means of the delivery unit that forms facility, and for refuelling from a mobile tanker (mobile refuelling Equipped (exclusively) for refuelling from a mobile tanker (mobile tanker (mobile tanker) for refuelling from a mobile tanker (mobile ta</li></ul>		Equipped (exclusively) for refuelling by means of the delivery unit that forms part of					
3.1.3	Planned changes	The planned changes are stated in Appendix 10 Infrastructure projects and studies.					
		4. User costs					
4.1	Information related to the user charge	The charge for use of the refuelling facilities with delivery system is levied by ProRail on the operator of the refuelling facilities.  The charge for use of the refuelling facilities without delivery system is included in the charge for the stabling and shunting service (see section 7.3.5.2.1 of the Network Statement).					
4.2	Information relating to the discount on the user charge	N/A					
	5. User conditions						

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 $<sup>^{\</sup>rm 200}$  When this table refers to 'fuel', this means diesel.

	Define Warr					
	Refuelling Control of the Control of					
Users of the service are railway undertakings that have a valid Access Agreement of the refuelling facilities takes place in accordance with the regulations in the environmental permit applicable to the refuelling of railway vehicles and any situal specific regulations.  Use of the refuelling facilities in a manner other than for which it is designed according to Appendix 21 of the Network Statement (for refuelling by means delivery unit and/or from a mobile tanker) is not permitted.  In case of refuelling facilities that are equipped with a delivery unit, refuelling means of the delivery system is exclusively possible on the basis of an agree between the railway undertaking and the operator of the refuelling facilities. Expression on an agreement with ProRail, the operator is obliged to offer the delivery of via these facilities to all railway undertakings in a non-discriminatory manner. VIVENS can provide information on the various operators. The operator of the refuelling facilities can impose supplementary conditions with regard to use or refuelling facilities, for example, with regard to preliminary notification and the periods within which delivery can be made.  The conditions concerning soil protection are stated in section 2.4.2.4 Soil prof the Network Statement.						
5.2	Technical requirements made of railway vehicles	The railway vehicles have the right fill openings for taking in fuel.				
5.3	Independent use	The refuelling facility can be used independently by the personnel of the railway undertakings.				
5.4	IT systems	N/A				
5.5	Code of conduct for mobile refuelling (refuelling without using a tank plate)	<ol> <li>The railway undertaking is permitted to refuel at locations other than those stated in Article 12 of the General Terms Conditions (see also Appendix 21 for the locations) in the cases below:         <ol> <li>Self-propelled work trains, present and operational for the performance of work on the railways, which due to the nature of the work are unable to reach one of the sites designated by the infrastructure manager, as referred to Article 12 of the General Terms &amp; Conditions (see also Appendix 21 for the locations).</li> <li>Non-self-propelled equipment, present and operational for the performance of work on the railways, which are used at a construction site.</li> <li>If the refuelling facility where scheduled refuelling was to take place is defective or cannot be reached due to obstruction of the railway infrastructure.</li> </ol> </li> <li>Application of the exceptions is subject to the conditions below.         <ol> <li>The fuel tanks of the work trains and equipment shall be fully filled before commencement of work with work trains and equipment.</li> <li>The refuelling of equipment can take place either directly or indirectly in order to power a generator that provides the equipment with electricity.</li> <li>In case of refuelling at places other than those referred to in Article 12 of the General Terms &amp; Conditions (see also Appendix 21 for the locations), a combination of facilities and soil protective measures as outlined in section 5.4.2 and Annex 1 of the Living Environment (Activities) Decree (Bal) and/or the relevant provisions for temporary stationary systems and delivery systems from the Hazardous Substances Publication Series 30<sup>201</sup> shall be applied. To make a report, it is necessary to use the BAT document<sup>202</sup> "Soil protection, combinations of facilities and measures" (BB-CVM<sup>203</sup>). Refuelling at a marshalling yard must be in accordance with the rules laid down for that purpose and any situati</li></ol></li></ol>				

<sup>&</sup>lt;sup>201</sup> PGS 30: <u>Guideline for safe filling, storage, dispensing of liquid fuels in and from aboveground tanks and removal of aboveground storage tanks.</u>

Best Available Techniques for soil protection

<sup>203</sup> Soil Protection, Combinations of Facilities and Measures



	Refuelling				
6.1	Access request	Use of the refuelling facilities is linked to the capacity allocation of the track along which the facility is located. The process for requesting access to and allocation of this track is described in section 7.3.5.3 Capacity allocation at marshalling yards and stabling yards of the Network Statement.			

# 7.3.10.3 Supply of fuel

The fuel supply service is provided by VIVENS. For further information on the supply of fuel, see the List of rail-related services and third-party service facilities on the <a href="ProRail website">ProRail website</a>.

# Appendix 1 General overview map with network configuration (section 2.2.1)



Supplementary to the railways stated on the overview map shown on the previous page, the railways below are designated as part of the main railway network:<sup>204</sup>

- Velperbroek Aansluiting Arnhem Goederenstation
- IJsselbrug Westzijde Arnhem Goederenstation
- Nootdorp Aansluiting Leidschendam Werkplaats
- Amersfoort Leusden
- Amsterdam Singelgracht Aansluiting Amsterdam Westhaven
- Amsterdam Sloterdijk Amsterdam Westhaven
- Apeldoorn Apeldoorn Zuid
- Lage Zwaluwe Oosterhout
- Lage Zwaluwe Moerdijk
- Sittard Born

The main siding lines listed below form part of the main railway network. 205

Location	Master Line Name
Haven van Rotterdam	Waalhaven
Haven van Rotterdam	Eemhaven
Haven van Rotterdam	Pernis
Haven van Rotterdam	Botlek
Haven van Rotterdam	Europoort
Haven van Rotterdam	Maasvlakte
Haven van Amsterdam	Westelijk Havengebied
Haven van Amsterdam	Hemhaven
Haven van Amsterdam	Houtrakpolder
Moerdijk	Industrieschap
Utrecht	Industrieterrein Lage Weide
Delfzijl	main siding line Havenschap
Dordrecht	Zeehaven
Dordrecht	Industrieterrein De Staart
Maastricht	Beatrixhaven
Roodeschool	Eemshaven
Vlissingen	Sloehaven
Zwijndrecht	Groote Lindt
Oosterhout	Industrieterrein Weststad
Roosendaal	Industrieterrein
Alphen aan den Rijn	Industrieterrein Rijnhaven
Born	Franciscushaven
Axel	Axelse Vlakte
Venlo	Tradeport
Almelo	Dollegoor
Almelo	Bedrijvenpark Twente
Oss	Elzenburg

The infrastructure data of main siding lines can also be found in the Register of Infrastructure.

<sup>&</sup>lt;sup>204</sup> Annex 1 and Annex 2 section a Railways Allocation Decree.

<sup>&</sup>lt;sup>205</sup> Annex 2 section b Railways Allocation Decree.

# Appendix 2 Glossary

	Definition					
Access Agreement	the use of capa a. The quality of	An Access Agreement is an agreement concluded between ProRail and a titleholder on the use of capacity, which at least contains provisions on:  a. The quality of the main railway infrastructure to be provided by ProRail.  b. The user charges.				
	Notes: See Section 59 Railways Act.					
Ad-hoc application	See also: Capacity Agreement.  Application for capacity for infrastructure for transport and management, as well as for the handling of disruptions in the form of changes to the capacity allocation for the annual timetable.					
	Notes: These are supplements to the capacity allocation as laid down in the timetable.					
Axle load	Axle load is the	weight (in tor	ns) per axle	of a railwa	y vehicle, incl. load.	
	<ul> <li>The Maasvlakte – Kijfhoek – Zevenaar railway line including the connected marshalling yards.</li> <li>The Feijenoord and IJsselmonde marshalling yards and the tracks that connect those marshalling yards to the aforementioned railway line.</li> <li>The main private siding lines (secondary railways) connected to the aforementioned marshalling yards.</li> <li>The boundaries of the tracks connected parts of the Betuweroute with the conventional railway network and HSL are located at the points stated in the table below.</li> </ul>					
		line-ID	in connec		point	
	IJsselmonde	EF	Brdv	Rtst	km 42.000	
		ps 135 - ps	Brdv	Rtst	between ps 135 and the	
		911A	Diav	Misi	intersection with the line between ps 903 and ps 907B	
		911A 267e 266c	Rtz Rtz	IJsm IJsm	ps 903 and ps 907B signal 960 signal 962	
	Zwijndrecht	267e	Rtz	IJsm	ps 903 and ps 907B signal 960	
	Zwijndrecht	267e 266c 57 67	Rtz Rtz Zwd Kfhz	IJsm IJsm Kfh Zwd	ps 903 and ps 907B signal 960 signal 962 km 33.700 signal 1380	
	Zwijndrecht	267e 266c 57	Rtz Rtz Zwd	IJsm IJsm Kfh	ps 903 and ps 907B signal 960 signal 962 km 33.700	
	Zwijndrecht Meteren	267e 266c 57 67 68 69 CC DD	Rtz Rtz Zwd Kfhz Kfhz Kfhz BRMet Gdm	IJsm IJsm Kfh Zwd Zwd Zwd Gdm BRMet	ps 903 and ps 907B signal 960 signal 962  km 33.700 signal 1380 signal 1382 signal 1384  km 147.000 km 247.000	
		267e 266c 57 67 68 69	Rtz Rtz Zwd Kfhz Kfhz Kfhz BRMet	IJsm IJsm Kfh Zwd Zwd Zwd	ps 903 and ps 907B signal 960 signal 962  km 33.700 signal 1380 signal 1382 signal 1384  km 147.000	
		267e 266c 57 67 68 69 CC DD EE FF	Rtz Rtz Zwd Kfhz Kfhz Kfhz Kfhz Kfhz Cdm BRMet Zbm	IJsm IJsm IJsm Kfh Zwd Zwd Zwd Zwd BRMet Zbm BRMet Zbm BRMet	ps 903 and ps 907B signal 960 signal 962  km 33.700 signal 1380 signal 1382 signal 1384  km 147.000 km 247.000 km 346.600 km 346.600  km 290.000 km 190.000	
	Meteren	267e 266c 57 67 68 69 CC DD EE FF	Rtz Rtz Zwd Kfhz Kfhz Kfhz Kfhz BRMet Gdm BRMet Zbm	IJsm IJsm IJsm Kfh Zwd Zwd Zwd Gdm BRMet Zbm BRMet Zhm BRMet	ps 903 and ps 907B signal 960 signal 962  km 33.700 signal 1380 signal 1382 signal 1384  km 147.000 km 247.000 km 346.600 km 346.600 km 290.000	

Torm	Definition
Term	Definition
Capacity Agreement	A capacity agreement is an access agreement only laying down the capacity to which the titleholder has a right, without giving any right to access and use of the railway infrastructure.  Notes: A capacity agreement can be concluded with a party that is authorised by law to
	conclude an Access Agreement (e.g. a province granting transport concessions, or a shipper), but which does not have an operating licence.
Capacity allocation document	The document in which ProRail informs a titleholder of the capacity allocated in the annual timetable. This document (usually a letter with attachments) can be found on the Logistics Portal on the individual partner page of the titleholder
Centrally controlled area	A centrally controlled area is an area within the railway network in which the relationship between route control and track occupation, as well as the operation of individual infrastructural elements and route control can be monitored from a central location.
Conventional railway network	The conventional railway network (1500 V DC) includes the railways managed by ProRail with the exception of the HSL (25 kV) and the Betuweroute (25 kV AC).
Cross-over	A cross-over is a facility to switch tracks on an open track by means of (at least two sets of) points.
Dangerous goods	Dangerous goods are substances that by virtue of their properties can, even in small quantities, constitute a hazard for humans, animals or the environment, as referred to in the Carriage of Dangerous Goods Act.
Defect	A functionality of the railway infrastructure that is not working (properly).
Disruption	A disruption is a deviation from the timetable above a set standard value. Three types of disruptions can be distinguished:  1. Delays equal to or larger than the operating incident standard.  2. Cancellation for which no normal train service order has been submitted.  3. Diversion for which no normal train service order has been submitted.
	Notes: See Section 26(3) Rail Traffic Decree
Effective platform length	The maximum uninterrupted link for the platform along which a train must stop under normal circumstances for the boarding and alighting of passengers, taking an appropriate stop tolerance into account. Normal operations means the absence of interrupted operations (namely normal radiation, functioning signals, all systems function properly).
ERTMS	ERTMS is the European standardised safety system for train traffic.
	<ul> <li>Notes:</li> <li>See also ETCS and GSM-R</li> <li>ERTMS comprises 3 levels</li> <li>1. Point-to-point train safety system with fixed blocks, and conventional train detection. This is practically identical to ATC-NG in terms of functionality.</li> <li>2. Cabin signalling based on radio-communication, conventional train detection, fixed blocks.</li> <li>3. Cabin signalling based on radio-communication, the train reports its own position, fixed or moving blocks.</li> </ul>
ETCS	ETCS is an integral part of ERTMS and concerns the signalling, both along the track and in the cabin.
Exceptional Transport	Exceptional transport is the transport of a consignment whose dimensions, weight or wagon type call for exceptional technical or operational measures. Transport regulations are a precondition for exceptional transport.
Freight corridor	A freight corridor is a series of EU-designated route sections located on the territory of multiple Member States designed to advance more efficient freight transport by rail.
GSM-R	GSM-R is the wireless telecommunications network for the rail sector.  Notes: GSM-R is used as means of communication both for voice (drive and traffic controller) and data (between the fixed and mobile safety systems).

Term	Definition
ICT and information services	Applications, simulation services, data flows, publications, reports, portals and other ICT systems or tooling offered to titleholders by ProRail or other suppliers of rail-related services and service facilities.
	Additional explanation: These may actually be category 1 or 4 services within the meaning of Directive 2012/34/EU. If it concerns category 1 services, they are part of the minimum access package, if it concerns category 4, or they belong to the support services and a fee will be charged.
	However, it may also concern systems or applications that are relevant to titleholders, but which are not legally defined as a service. No fee is charged for these systems services.
KPI	A KPI (Key Performance Indicator) is a variable used to analyse a specific operational performance. It is a management instrument.
Locally controlled area	A locally controlled area is an area of the railway network, within which the operation of individual infrastructural elements and route control take place under the supervision of a traffic controller with minimum authority.
Macro topology	The network configuration (macro topology) displays the railway infrastructure network at the level of train-path points (stations, stops, connections, bridges, etc.) and the open tracks. In this, the train-path points serve as nodes and the open tracks as branches.
	This system can be refined further by specifying the individual open tracks. Due to its enhanced level of detail, this specification can prevent conflict situations in some scheduling and capacity allocation processes.
	See also the definition of 'open track'.
Main siding line	A main siding line is a branch line that serves to connect multiple sidings in a port or industrial zone to the railway network.
Network configuration	The network configuration (macro topology) displays the railway infrastructure network at the level of train-path points (stations, stops, connections, bridges, etc.) and the open tracks.  In this, the train-path points serve as nodes and the open tracks as branches. This system can be refined further by specifying the individual open tracks. Due to its
	enhanced level of detail, this specification can prevent conflict situations in some scheduling and capacity allocation processes. See also the definition of 'open track'.
Node	A node is a train path point or a collection of (adjoining) train path points within which several logistics and planning processes of a train service are concentrated and handled.
	Three types of nodes can be distinguished:  Infrastructural node: process = scheduling, allocation and release of infrastructure.  An infrastructural node point is also a node point where at least three open tracks converge.  Train node: process = scheduling and performance of vehicle movements and
	shunting.  • Personnel node point: process = scheduling and control of personnel services.
Open track	An open track is an area that connects two train-path points or two primary process line areas.
	Notes An open track does not have any exits for running trains. There are no points controllable by the process manager. An open track consists of one or more open lines.
	<ul> <li>There are two views of open track (see also 'Macro topology'):</li> <li>The PPLG view: here the primary process line areas are the nodes, and the open track, an interconnecting pipeline without exit option.</li> </ul>
	The train path point view: recognises more nodes than the PPLG view. Here, the train path points are the nodes, thus creating a more finely meshed network.
Performance scheme	An agreement concerning the reciprocal performance of the infrastructure manager and the railway undertaking, which may include a charging system.

Term	Definition		
Planning norm	The planning norms (and the Donna Local Particulars) together form the framework (or basis) for creating a logistics timetable. It is a set of technical options and temporary or permanent usage restrictions with which a timetable construction is built up within the usage options of the available infrastructure, in order to realize a safe and stable timetable. These so-called planning norms and local details apply to all phases of capacity distribution. These can be found on the Logistics Portal and where possible integrated into the systems used to create a timetable. Examples of plan elements to which plan norms apply are; buffer shortage, driving, stopping, following, transferring or turning.		
Platform track	Track alongside the platform.		
	Track A rail or set of parallel rails upon which railway vehicles run or that are used for stabling purposes.		
	Platform A raised area along the track at a station or stop intended for the boarding and alighting of passengers and/or the (un)loading of goods.		
Private passenger transport	Private passenger transport is the transport of passengers by train, other than public transport in the sense of the Passenger Transport Act.		
Product step	Requests from railway undertakings and regional governments for logistics developments are translated by ProRail into so-called product steps. Some examples of product steps are:  1. Frequency increases 2. Driving on routes with different/new equipment 3. Drive longer equipment 4. Drive faster on routes		
Railway undertaking	According to the Railways Act: a railway undertaking is an undertaking of which the (primary) activity concerns the provision of rail transport services for goods or passengers and which has the necessary traction to provide those services, as well as any other undertaking that makes use of or intends to make use of the railways and has access to traction. <sup>206</sup>		
	Synonym: Transport operator.		
Marshalling yard	A marshalling yard is an area forming part of the railway infrastructure intended and equipped for the stopping, starting, terminating, passing, intersecting, stabling or shunting of trains, and which area is provided with at least one switch.  Sections 39 and 40 of the Rail Traffic Regulations define a marshalling yard as follows.  a. All tracks designated by a number.  b. The rail sections of the track lead.  c. All tracks bordering the tracks as referred to under a and b, up to a maximum distance of 200 metres* before the approach signal of the marshalling yard, unless the network manager has indicated by means of a sign (SR 302) that no shunting can take place on that track or that shunting restrictions apply. Appendix 7 to the Rail Traffic Regulations lists the marshalling yards for which a distance greater than		
Refuelling system	200m is required.  A system to provide railway vehicles with fuel in an environmentally sound manner Fixed refuelling systems are also used for the storage of fuel.		
RNE	refuelling systems are also used for the storage of fuel.  RailNetEurope is a collaborative group of infrastructure managers throughout Europe.  International timetable requests are coordinated and harmonised within RNE  (www.rne.eu).		
Route	Connection between two places with regard to the vehicles or vessels that regularly make use of the connection.		
Route section	A route section is a succession of connected train-path points and open tracks, starting and ending at a train-path point.		

<sup>206</sup> See also <u>Section 1 Railways Act</u>

Term	Definition
Service facility	The facility, including site, building and equipment, which is fitted out in full or part for the provision of one or more services as referred to in Directive 2012/34/EU, Annex II, points 2 to 4.
Shunting	Shunting is the performance of shunting operations.
	Rail Traffic Decree: Shunting: All traffic movements of trains (or railway vehicles) taking place at a marshalling yard.
	Shunting operation A shunting operation is a train movement without transport intent, subject to the restriction that such takes place within the boundaries of a marshalling yard or train node point without making any use of an open track.
Siding	A siding connects a company's premises to the railway network by means of a branch line and a point switch.
Slot	A slot is a set of one or more infrastructure capacity units, connected in time and space, that provides space for a valid infrastructure use purpose of the railway infrastructure.
Stabling line	Stabling line A stabling line is a track where trains can be stabled. Also called railway siding.
	Stabling Stabling is the temporary placement of rolling stock that during the stationary period are not included in the timetable or involved in shunting.
Station	A station is a building or structure that is designated by structure and layout in full or in part for the arrival and departure of railway vehicles to enable the boarding, alighting or transfer of passengers.
STM	A Specific Transmission Module (STM) is train equipment, which converts information from a conventional local safety system into information that can be processed by the ETCS.
	Notes: The STM-ATC is relevant to the Netherlands, the STM-Memor is relevant to the border crossing with Belgium, and the STM-PZB (Punktförmige Zugbeeinflussung) is relevant to Germany.
Time-space slot	Synonym: see slot
Timetable	A timetable is an overview of the scheduled rail traffic products of all transporter operators in terms of the arrival, departure and passage times of trains at train-path points. A timetable always has a specified term of validity.
Titleholder	A titleholder, according to the Railways Act, is a natural person or legal entity that is authorised to conclude an Access Agreement with ProRail.  See Section 57 Railways Act
Ton metre weight	The ton metre weight is the average weight (in tons) per linear metre of a train.
Track and route section geometry	Track and route section geometry is the location of tracks and route sections expressed in geometrical terms.
Traffic use	Traffic use is the use of the railway infrastructure for traffic purposes. This is contrary to the use of the infrastructure for management purposes.
	Notes: Traffic can be distinguished into running and stationary traffic. Management is the construction, maintenance and renewal of the infrastructure. In the railway sector:  Running use is the running of the train, (dis)embarking, (un)loading and shunting for
	<ul> <li>the composition of trains.</li> <li>Stationary use concerns the stabling and upkeep of railway vehicles: inspections, replenishment of consumables, internal and external cleaning for hygiene purposes, minor repairs.</li> </ul>
Train characteristics	Train characteristics are the specific characteristics of a train, such as the type of traction, the weight, the length, the type of rail vehicle and the number of units. This data is necessary for the design of the timetable.



Term	Definition				
Train path	A train path is a feasible movement assigned to a train slot.				
	According to Directive 2012/14/EU, a train path is: the infrastructure capacity to run a train between two places over a given time-period.				
	Synonym: see path				
Train service & traffic control	Traffic control The organisation of people and systems with the following tasks:  ensuring railway safety releasing routes to users of the infrastructure in case of a deviation between the requested and available routes, revision of the process plan and the provision of information on the changes made taking appropriate measures in case of a disaster and reporting the occurrence thereof.				
	Network traffic control The organisation of people and systems with the following tasks:  allocation and distribution of railway infrastructure capacity during the operational phase  provision of information on the allocation  evaluation of the handling of disruptions				
Train slot	A train slot is a successive set of one or more infrastructural capacity units, which facilitate valid use of the railway infrastructure.				
Transport	The use of capacity for the actual transport of passengers or freight.				
User charge	The term 'user charge' is a collective term for the various charges paid by railway undertakings to ProRail in connection with the services they purchase from ProRail for the acquisition of capacity rights and access to and use of the railway infrastructure and facilities managed by ProRail, as well as the services to be provided in connection therewith. A user charge consists of the following elements:  1. The charge for the basic access package (Category 1 services) <sup>207</sup> , possibly supplemented by a charge as referred to in Sections 62(2) and 6(a) <sup>208</sup> and (b) <sup>209</sup> Railways Act.  2. The charge for Category 2, 3 and 4 services (insofar as they are offered by				
	ProRail)). <sup>210</sup>				
	Levies, discounts, addition or deduction as referred to in Section 62(6)(c), (d) <sup>211</sup> , (e), (f) and (g) Railways Act.				
User restriction	A user restriction is a deviation from the normal utility value of the rail infrastructure.  For example:  • temporary speed restrictions (TSR)  • access norms and transport regulations  • track exclusion  • point switch exclusion  • load restrictions  • current take-up restrictions  • environmental permit restriction  • transport restrictions  • noise restrictions				
VPT system	This is an information & communication system that supports the scheduling, operation and intervention of the train service.				
Wrong Track	Wrong Track entails the use of a driving direction for which a track is not equipped and no safety system is installed.				

<sup>207</sup> See Annex II, point 1 to the Directive.

<sup>208</sup> See Railway Capacity Allocation Decree.

<sup>209</sup> See Implementing Regulation 2015/429 setting out the modalities to be followed for the application of the charging for the cost of noise effects.

See Annex II, point S 2, 3 and 4 to the Directive. Category 2 services concern the (access to) service facilities and to the services provided in those facilities, Category 3 services concern supplementary services, category 4 services concern ancillary services.

<sup>211</sup> See HSL Levy Decree.

Abbreviation	Meaning
ACM	Consumer & Market Authority
ATC	Automatic Train Control
ATC-e	Automatic Train Control-basic
ATC-EG	Automatic Train Control first generation
ATC-NG	Automatic Train Control new generation
ATC-Vv	Automatic Train Control improved version
BP	Out-of-gauge loads
BV	Exceptional transport
Buta	Urgent capacity request
CCA	Centrally controlled area
CER	Community of European Railway and Infrastructure Companies
CIT	International Rail Transport Committee
CUI UR	Uniform Rules concerning the Control of Use of Infrastructure in International Rail traffic.
ERTMS	European Rail Traffic Management System
ETCS	European Traffic Control System
EU	European Union
GSM-R	Global System for Mobile Communications for Railways
GTI	Freight Train Check-in
ILT	Environmental Health and Transport Inspectorate
KPI	Key Performance Indicator
LCA	Locally controlled area
LTSA	Long-Term Rail Agenda
PHS	High Frequency Rail Transport Programme
PPLG	Primary process line area
RIC	International coach regulations
RIV	International wagon regulations
RNE	RailNetEurope
SPAD	Signals passed at danger
STM	Specific Transmission Module
Transport Inspectorate	Relevant department of the Ministry of Infrastructure and Water Management
TSI	Technical Specification for Interoperability
TSR	Temporary speed restrictions
VIVENS	Cooperative for the purchase and sale of power on the Dutch railway network
W-LIS	Wagon load information system

#### Appendix 3 Consultation (section 1.5.3)

ProRail has drawn up the Network Statement 2026 following consultation with the titleholders and other stakeholders involved. The process of consultation on the Network Statement 2026, as well the outcome thereof, are described in this appendix.

#### Consultation with railway undertakings

Subjects involving changes to the Network Statement have been discussed at consultation tables or in other forms of consultation to which all railway undertakings were invited. The outcome of these consultations, as well as other data intended for updating and improvement of the Network Statement, have been processed in the draft Network Statement 2026.

#### Start of consultations

The draft Network Statement 2026 was made available on 30 August 2024 to:

- All railway undertakings active at that time on the main railway network managed by ProRail.
- All administrative bodies authorised to grant concessions for passenger transport by train.
- The ACM (Consumer & Market Authority).
- Other stakeholders, including parties in the rail freight chain (such as port operators, shippers, operators and equipment maintenance companies).

These titleholders received a newsletter by email containing a reference to the presentation letter, the draft Network Statement 2026 and the List of rail-related services and third-party service facilities. Also attached for comparison is a document highlighting the differences between the draft Network Statement 2026 and the Network Statement 2025. In addition, titleholders were invited to an information meeting in May 2024 on the proposed changes to the draft Network Statement 2026. During these consultations, the titleholders were given the opportunity to ask substantive questions and to make suggestions for improving the process and contents.

#### Questions and comments by titleholders and stakeholders

Titleholders and stakeholders were given an opportunity until 11 October 2024 to respond in writing to (the changes to) the draft Network Statement 2026. ProRail received substantive comments from Provincie Overijssel, Provincie Gelderland, RTB Cargo, DB Cargo, NS, Arriva, QBuzz and RailGood.

#### ProRail response

ProRail has drawn up a list of the received questions and comments. Also explained in the list is the consequence attached thereto by ProRail. Some of the received questions and comments led ProRail to make a number of changes to the draft Network Statement 2026. All material changes to the draft Network Statement 2026 are accounted for in the statement.

ProRail has provided all parties who have responded in writing with a statement of questions and comments submitted by titleholders and stakeholders, together with ProRail's response. ProRail will also make the statement available to other titleholders on request.



# Appendix 4 Regulations on the settlement of complaints and disputes (section 1.3.3)

#### 1. General regulations on the settlement of complaints and disputes

#### Article 1.

- If a party is of the opinion that the other party is not complying in full with the Access Agreement or the
  Capacity Agreement and an attempt has been made to effect compliance by means of verbal consultation
  with the party in alleged default, the party seeking compliance can submit a written complaint to the person or
  the contracting party that is responsible for compliance with that part of the Access Agreement or the
  Capacity Agreement to which the complaint pertains. The complaint is submitted to the Account Management
  department of ProRail.
- 2. Following receipt of the complaint as referred to in the previous paragraph, the receiving party will within fourteen days respond in writing stating, if the complaint is deemed justified, a proposal for resolving the complaint and the period within which such can be realised.
- 3. A complaint is regarded as satisfactorily resolved when both parties agree on a solution to the complaint.
- 4. If a complaint is not satisfactorily solved, the issue is regarded as a dispute of which the party in alleged default will be notified in writing. Written notification of the dispute will include a description of the dispute, how it has come to arise and the position of both parties on the issue. The dispute is submitted to the Account Management department of ProRail.
- 5. The party receiving the notification as referred to in the previous paragraph, will proceed with the handling of the dispute within five working days of receipt.
  Dispute handling at ProRail is carried out at department management level, and as concerns the railway undertaking, at a management level selected for this purpose by the railway undertaking. The parties may choose to submit the dispute to a different management level.
- 6. A dispute is resolved when both parties agree to the chosen solution.
- 7. Both parties will do their utmost to find a solution to any complaint and/or dispute that arises between them.

#### Article 2.

- All disputes, with the exception of those referred to in the regulations on capacity allocation disputes, which
  may ensue from the Access Agreement and which cannot be solved amicably on grounds of Article 1 of
  these General Regulations on the Settlement of Complaints and Disputes, will be solved in accordance with
  Article 29 of the General Terms Conditions to the Access Agreement.
- 2. These regulations are without prejudice to the right of parties in cases of urgency to submit a dispute directly to the body designated for this purpose in Article 29 of the General Terms Conditions.

#### Article 3.

- 1. If a stakeholder is of the opinion that ProRail has handled it unfairly, discriminated against it or that it has otherwise been disadvantaged in the drafting of the Network Statement, in particular in the handling of the opinion that it has submitted to ProRail in response to the draft of the Network Statement, this stakeholder can submit a complaint in writing to the Account Management department of ProRail. Complaints relating to the elements included under Section 58(5) Railways Act shall be submitted within two weeks of the publication of the Network Statement or of a change to the relevant parts of the Network Statement.
- 2. Following receipt of the complaint as referred to in the previous paragraph, ProRail shall within fourteen days respond in writing stating, if the complaint is deemed justified, a proposal for resolving the complaint and the period within which such can be realised.
- 3. A complaint is regarded as satisfactorily solved when the complainant and ProRail agree on a solution to the complaint.
- 4. If a complaint is not resolved satisfactorily, the issue is regarded as a dispute if ProRail is notified of such in writing. Written notification of the dispute will include a description of the dispute, how it has come to arise and the position of both parties on the issue.
- 5. ProRail shall deal with the dispute within five working days of receipt of the notification referred to in the previous paragraph.
- 6. A dispute is solved when both parties agree to the chosen solution.
- 7. Both parties will do their utmost to find a solution to any complaint and/or dispute that arises between them.

#### Article 4.

 All disputes concerning the Network Statement, which cannot be solved amicably on grounds of Article 3, may, with due observance of the provisions of Section 58(5) Railway Act, be submitted to the ACM in accordance with Section 71(1) Railway Act.



2. These regulations are without prejudice to the right of parties in cases of urgency to submit a dispute directly to the Consumer & Market Authority (ACM) designated for this purpose in Section 71(1) Railways Act.

# 2. General regulations on the settlement of complaints and disputes regarding the station portfolio

#### Article 1.

- 1. If any party is of the opinion that the other party is not complying in full with any agreement concluded with ProRail and/or NS Stations regarding the access to a specific or the delivery of a service by the facility as referred to in Section 18 Implementation Decree Directive 2012/34/EU, and an attempt has been made to effect compliance by means of verbal consultation with the party in alleged default, this party can submit a written complaint via the contact form of ProRail and NS Stations: https://stations.nl/contact.
- Following receipt of the complaint as referred to in the previous paragraph, the receiving party will within ten working days respond in writing stating, if the complaint is deemed justified, a proposal for resolving the complaint and the period within which such can be realised.
- 3. A complaint is regarded as satisfactorily resolved when both parties agree on a solution to the complaint.
- 4. If a complaint is not satisfactorily solved, the issue is regarded as a dispute of which the party in alleged default will be notified in writing. Written notification of the dispute will include a description of the dispute, how it has come to arise and the position of both parties on the issue.
- 5. The party receiving the notification as referred to in the previous paragraph, will proceed with the handling of the dispute within five working days of receipt. Dispute handling at ProRail and NS Stations is carried out by the management of ProRail and NS Stations, respectively, as concerns the railway undertaking, at a management level selected for this purpose by the railway undertaking. The parties may choose to submit the dispute to a different management level.
- 6. A dispute is resolved when both parties agree to the chosen solution.
- 7. Both parties will do their utmost to find a solution to any complaint and/or dispute that arises between them.

#### Article 2.

- If a stakeholder is of the opinion that ProRail and/or NS Stations has treated it unfairly, discriminated against
  it or that it has otherwise been disadvantaged as regards the making of an offer for access to station facilities
  and/or the delivery of services, falling under the station portfolio (as referred to in Section 18 Implementation
  Decree Directive 2012/34/EU), the stakeholder can submit a complaint in writing to the management board of
  NS Stations and/or the board of directors of ProRail.
- 2. Following receipt of the complaint as referred to in the previous paragraph, the receiving party will within ten working days respond in writing stating, if the complaint is deemed justified, a proposal for resolving the complaint and the period within which such can be realised.
- 3. A complaint is regarded as satisfactorily resolved when the stakeholder and the receiving party have agreed on a solution to the complaint.
- 4. If a complaint is not satisfactorily solved, the issue is regarded as a dispute if the other party is notified of such in writing. Written notification of the dispute will include a description of the dispute, how it has come to arise and the position of both parties on the issue.
- 5. The party receiving the notification as referred to in the previous paragraph, will proceed with the handling of the dispute within five working days of receipt.
- 6. A dispute is resolved when both parties to the complaint can agree to the chosen solution.
- 7. Both parties will do their utmost to find a solution to any complaint and/or dispute that arises between them.

#### Article 3.

- 1. All disputes regarding the station portfolio as referred to in Section 18 Implementation Decree Directive 2012/34/EU, which may arise further to one or more agreements concluded between the railway undertaking and NS Stations or the Access Agreement concluded with ProRail, which concern the services offered in the stations portfolio will be submitted to the competent civil court of Rotterdam if these disputes cannot be settled amicably between the parties or by a committee to be appointed by the parties in which each party appoints an equal number of members, which committee is charged with assessing whether an amicable settlement can be reached between the parties, except if the railway undertaking has have concluded a (rental) agreement providing for another matter of dispute resolution.
- 2. In deviation of the provisions of the previous paragraph, the parties to an agreement concluded with NS Stations or an Access Agreement concluded with ProRail can further determine that the disputes referred to in this paragraph will be resolved in accordance with the applicable regulations of the Netherlands Arbitration Institute. The arbitration board, which will decide in accordance with the law, can consist of one or three arbitrators. The arbitration will be held in Utrecht.
- 3. These dispute regulations are without prejudice to Article 71 Railways Act.



# Appendix 5 Model Access Agreement and General Terms Conditions (section 3.3)

#### 1. Model Access Agreement

The model Access Agreement 2026 reflects the services stated in the Network Statement that are offered by ProRail. The model Access Agreement 2026 is, from 1 July 2025, available in two versions on the ProRail website:

- A model Access Agreement 2026 to be concluded between ProRail and titleholders that qualify as railway undertakings.
- A model Capacity Agreement 2026 to be concluded between ProRail and titleholders that do not qualify as railway undertakings.

#### 2. General Terms and Conditions

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# General Terms & Conditions Access Agreement ProRail 2026 (final version 30 May 2025)

#### Titel I. General Terms & Conditions

#### Article 1. Definitions

The definitions below are used in these General Terms & Conditions.

- 1. (Supplementary) service licence: the licence as referred to in Section 123a(1) Railways Act.
- 2. General Terms & Conditions: these general terms and conditions.
- 3. Company performance data: the values acquired by a party within the performance of the Access Agreement with regard to reliability, availability, operational quality, safety, health and the environmental impact of processes and systems that deal specifically with the other Party's performance.
- 4. Operating licence: the licence as referred to in Section 28 Railways Act.
- 5. Handling costs: extra office and communication costs, administrative costs involved in handling the loss event, costs of replanning the operational activities and the costs of additional persons required during the period that the loss event hampers normal operational activities.
- Infrastructure manager: the holder of a concession as referred to in Section 16(1) Railways Act, or the body designated by law in the Netherlands as infrastructure manager as referred to in Article 3(2) Directive 2012/34/EU
- 7. Concession: the concession as referred to in Section 16(1) Railways Act.
- 8. CUI: Uniform Rules concerning the Contract of Use of Infrastructure in International Rail Traffic (CUI Annex E to the Convention concerning International Carriage by Rail (COTIF), Treaty Series 277 2011 dated 28 December 2011), as applicable.
- 9. Third party: any natural person and/or legal entity other than the infrastructure manager, the railway undertaking or their auxiliary persons.
- 10. User charge: the charge as referred to in Section 62(1) Railways Act.
- 11. Titleholder: a titleholder as referred to in Section 57 Railways Act, being the contracting party of the infrastructure manager to the Access Agreement.
- 12. Auxiliary person: the subordinate or other natural person and/or legal entity, whose services are engaged by the titleholder or the infrastructure manager in the sense of Book 6 Dutch Civil Code.
- 13. Admission certificate: the certificate as referred to in Section 36(4) Railways Act, as applicable on 19 July 2008.
- 14. Network Statement: the applicable network statement as referred to in Section 58 Railways Act, including the Supplements to the Network Statement that have been announced up to and including the day before the signing of the Access Agreement.
- 15. Information services: information services forming part of the basic access package as well as information services as referred to in sections 5.5.1 and 5.5.2 of the Network Statement.
- 16. Operational Conditions: the Operational Conditions as contained in sections 3.4 and 6.2 of the Network
- 17. Party: the infrastructure manager or the titleholder.
- 18. Parties: the infrastructure manager and the titleholder.
- 19. Loss event: an event or series of events, resulting in loss, following on from one and the same cause.
- 20. Railway vehicle: a vehicle intended for traffic on the railways.
- 21. Railways: the railways and accompanying railway infrastructure as referred to in Section 1 Railways Act, the management of which has been assigned to the infrastructure manager, as well as other infrastructural facilities managed by the infrastructure manager, as described in section 2.2.1. of the Network Statement.
- 22. Railway undertaking: the titleholder insofar as acting as a railway undertaking as referred to in Section 1 Railways Act.
- 23. Railways Act: Act of 23 April 2003, containing new general rules regarding the construction, management, accessibility and use of railways, as well as traffic on the railways (Bulletin of Acts and Decrees 2003, 264) as applicable.
- 24. Access Agreement: the agreement, including the appendices thereto, as referred to in Section 59 Railways
- 25. Attributable: loss due to fault or a cause that under law, regulations or custom is for the risk and account of the party causing the loss.
- 26. Safety certificate: the certificate as referred to in Section 32 Railways Act.
- 27. Vehicle licence: the licence as referred to in Section 26k Railways Act.
- 28. Passenger Transport Act 2000: Act of 6 July 2000, laying down new rules for public transport, private bus transport and taxi transport (Bulletin of Acts and Decrees 2000, 314) as applicable.



#### Article 2. Access Agreement, General Terms & Conditions and Operational Conditions

- 1. The contractual legal relationship between the parties concerning the access to and use of the railways is laid down in writing in the Access Agreement, the General Terms & Conditions and the Operational Conditions.
- 2. Supplements and/or changes to the General Terms & Conditions and/or the Operational Conditions agreed by the parties are binding only if determined in writing in the Access Agreement.
- 3. The persons appointed as contract manager on behalf of the titleholder and the infrastructure manager will be specified in the Access Agreement. The parties may in the Access Agreement also appoint categories of officials who are authorised to implement the Access Agreement on their behalf.
- 4. The Access Agreement may also include further regulations on the handling of complaints about operational matters.
- 5. If and insofar as a titleholder, under the terms of a contract concluded with the infrastructure manager, acts as auxiliary person of the infrastructure manager in performance of the Concession granted to the infrastructure manager, and damage is caused to a decommissioned section of the railways and/or the decommissioned section of the railways is not available to the titleholder and/or damage is caused to the titleholder by making use of the decommissioned section of the railways, the liability provisions of the aforementioned agreement applies to said damage and/or unavailability, with exclusion of the liability provisions of the Access Agreement, the General Terms & Conditions and the Operational Conditions.

### Article 3. Change procedure Access Agreement, Operational Conditions and/or General Terms & Conditions

- A request to change the Access Agreement, Operational Conditions and/or General Terms & Conditions, which request for change does not ensue from statutory measures or a ruling by a court of law or arbitration board, will be submitted in writing and will in any event include a description of the proposed change(s) and the resulting consequence(s) in terms of the rights and obligations of the parties. The infrastructure manager will in every case evaluate whether the changes proposed by the titleholder are non-discriminatory towards other titleholders.
- 2. The parties will do their utmost to reach agreement on a proposed change within thirty calendar days of receipt of a change proposal.
- 3. Changes to the Access Agreement, Operational Conditions and/or General Terms & Conditions can only be made in the form of a written supplement to the Access Agreement signed by the parties.
- 4. If changes are to be made to the General Terms & Conditions, Operational Conditions and/or the Access Agreement by force of statutory measures, the Concession or a ruling by a court of law or arbitration board, the infrastructure manager, if given the opportunity to do so, will consult with the relevant authority, put up a defence in the court or arbitral procedure, and make every effort to prevent or limit any negative consequences for the parties. In such a case, the infrastructure manager will inform the titleholder in writing with inclusion of a proposal for change. The infrastructure manager will make this proposal with due consideration for the reasonable interests of the titleholder and make every effort to prevent or limit any negative consequences for the titleholder. If the titleholder does not agree to the proposed change, the infrastructure manager will nevertheless be entitled to adopt the proposed change unilaterally.
- 5. In urgent cases, whereby the provisions of the previous paragraph are applicable, the change proposal and consultation as set out in this paragraph may be omitted. If this is applied, the infrastructure manager shall provide an explanation afterwards.

#### Article 4. Nullification of provisions

In case of a legally irreversible nullification by the competent authority of one or more provisions of the Access Agreement, the General Terms & Conditions or the Operational Conditions, these provisions will be replaced by provisions that reflect as much as possible the original intention of the parties. Nullification of one or more provisions will not affect the validity of the other provisions.

#### Titel II. Information and confidentiality

#### Article 5. Provision of information

- The parties will notify one another of every incident that could hinder fulfilment of the essential obligations of the Access Agreement, which will in any event include every relevant change, suspension and withdrawal of the Concession of the infrastructure manager, or of the safety certificate and/or operating licence of the railway undertaking.
- The parties will in the Access Agreement agree on the manner (including the time and frequency) in which the railway undertaking will provide the information as referred to in section 3.4.6 of the Network Statement, and specify all other information that they will exchange with one another within the performance of their relationship.
- 3. The parties will inform one another promptly if they have any information other than referred to in the previous paragraph, of which they know or should in all reasonableness realise that the titleholder or the infrastructure manager requires this information for the proper performance of the Access Agreement. This



- obligation in any case pertains to all relevant safety information as referred to in Article 4 of Regulation (EU) No. 1078/2012.
- 4. If one of the parties incurs a loss as a result of the actions of a third party or auxiliary persons, the parties will, if such is possible and can reasonably be expected, assist one another in determining the identity of the third party or auxiliary persons in question.
- 5. The titleholder will, at no expense, provide the infrastructure manager with information required by the infrastructure manager in order:
  - a. to draw up a draft noise map as referred to in Article 7 of Directive 2002/49/EC of the European Parliament and of the Council of 25 June 2002 relating to the assessment and management of environmental noise, OJEU 2002, L 189, with regard to the noise load caused by the main railway network;
  - to comply with the obligations resting on the Netherlands pursuant to Regulation (EU) no. 2018/643 of the European Parliament and of the Council of 18 April 2018 with regard to rail transport statistics, OJEU 2018. L 112:
  - for drawing up the monitoring report as referred to in Section 10.42b Environmental and Planning Decree.
- 6. The parties will ensure that personal data provided for the execution of the Access Agreement will only be processed in accordance with relevant laws and regulations, including (but not limited to) the GDPR.

#### Article 6. Confidentiality

- 1. Conditions of confidentiality
  - a. The parties will observe confidentiality regarding all data that according to the provisions of this article are classified as confidential, unless there is an exception as mentioned in paragraphs 2 and 3 of this article or written consent of the Party or Parties concerned.
  - b. Confidential data means:
    - i. data that Parties exchange for the purpose of concluding framework agreements:
    - ii. data that Parties exchange for the purpose of (preparing) capacity requests for the Annual Timetable up to the determination of the capacity allocation as referred to in paragraph 4.5.1 of the Network Statement and for the purpose of ad hoc capacity requests as referred to in paragraph 4.5.3 of the Network Statement;
    - iii. data regarding the Usage Fee due and paid;
    - iv. data on the current train service performance of goods trains, including real-time information, disruptions, delays and forecasts;
    - v. data on the composition and loading of goods trains and the location of goods trains in yards;
    - vi. he Company Performance Data, with the exception of data to be made public as provided for in Regulation 2021/782/EU and Regulation 2017/1926/EU;
    - vii. incident and accident data as referred to in Article 3 of the Railway Safety Directive 2016/798/EU;
    - viii. other data explicitly designated as confidential data in the Access Agreement;
    - ix. any other data also designated as confidential data under laws and regulations, including (but not limited to) the General Data Protection Regulation (Implementation) Act.
  - The parties will take appropriate measures to protect confidential information contained in their information systems.
  - d. The parties shall use the confidential data only for the purposes for which it was provided and shall not disclose such confidential data to third parties.
  - e. The parties will not share confidential data in public Artificial Intelligence (AI) unless specifically agreed.
  - f. The obligations under this article remain in force on termination of the Access Agreement.
- 2. Exceptions to confidentiality of confidential data as mentioned under the first paragraph:
  - a. Confidential data may be disclosed to and used by a Third Party without the consent of the other Party or the right holder if there is an obligation to do so under a statutory provision or if it is stipulated in a final judicial or arbitral decision.
  - b. The infrastructure manager may share anonymised confidential data with titleholders and Third Parties if anonymisation is possible. For Annual Timetable 2026, before any anonymised confidential data is provided by the infrastructure manager to a third party, written consent will be sought from relevant titleholder(s)
  - c. The infrastructure manager is entitled to grant other titleholders who have accepted these General Terms & Conditions, as well as managers of connected railway networks and their (international) alliances access to information on the capacity requested by the titleholder as referred to in Article 6(1)(b)(ii) of these General Terms and Conditions, on condition that they handle such information as confidential.
  - d. The infrastructure manager is entitled to release information about the current train service of the railway undertaking as referred to in Article 6(1)(b)(iv) of this article as confidential information to the other railway undertakings who have accepted these General Terms & Conditions, as well as to managers of connected railway networks and their (international) alliances, and on condition that they keep such



- information confidential to port operators, directly adjacent rail terminals, business connection operators and operators.
- e. The infrastructure manager is entitled to make the values of the information and performance indicators, as referred to the Railways Act or the Concession, available. The infrastructure manager is not entitled to provide underlying data associated with these values, as this is business confidential data and the railway undertaking also considers this data as confidential within the meaning of Article 6.1.b.
- f. The infrastructure manager is entitled to provide train flow information to its auxiliary persons, exclusively for use within the framework of the agreement concluded between the infrastructure manager and the auxiliary persons regarding the performance of work on the management of the railways, insofar as the auxiliary persons require that information within the context of the work on the management of the railways as assigned by the infrastructure manager. Infraspeed Maintenance B.V. is for the application of this article regarded as the auxiliary persons of the infrastructure manager.
- g. The infrastructure manager is entitled to share confidential data in the context of incidents and accidents if and insofar as the provisions of the Railway Interoperability and Safety Regulations and/or the Safety Directive 2016/798/EU require Manager to do so.
- 3. Provisions regarding information on other titleholders (third-party interest)
  - a. Titleholders will observe the confidentiality of any information acquired via the information systems of the infrastructure manager or consultations organised by the infrastructure manager about capacity requests, train service handling and/or the company performance data of other titleholders. This information may not be used as evidence in legal procedures between the titleholder and other titleholders.
  - b. Titleholders accept that information on their capacity requests, the train service handling and/or company performance data will via the information systems of the infrastructure manager become available to managers of connected railway networks and other titleholders who have accepted these General Terms & Conditions.

#### Titel III. Rights and obligations of the infrastructure manager and titleholders

#### Article 7. Access to and use of the railways by the railway undertaking

- 1. The titleholder, exclusively if and insofar as authorised to act as railway undertaking, has access to the railways and the right to make use thereof subject to the conditions and in the manner as determined in:
  - a. The applicable national and international regulations and the ensuing regulations and rulings by a court of law and/or arbitration board imposed on the infrastructure manager.
  - h. The Access Agreement.
- Prior to the signing of the Access Agreement, the railway undertaking will provide the infrastructure manager with the documents listed below.
  - a. A valid operating licence or comparable document as referred to in Section 30(1) Railways Act.
  - b. a valid safety certificate.
  - c. Proof of compliance with the provisions of Section 55 Railways Act.

The railway undertaking will immediately, in any event within 5 days, notify the infrastructure manager in writing of any event that restricts or ends the validity of the aforementioned documents. The railway undertaking will provide the infrastructure manager with written notification of any change to its liability insurance before such comes into effect, insofar as it can reasonably be assumed that such will or could have consequences for the operating licence.

- 3. The railway undertaking is not permitted to alter, damage or contaminate the railways or to use it in any manner other than that for which it is intended, has been equipped or has been made available.
- 4. The parties will ensure that any auxiliary persons engaged in the performance of the Access Agreement will receive adequate instruction in this respect and have the necessary knowledge and skills. Auxiliary persons that appear not to have the necessary knowledge and skills will whether or not at the request of any of the parties be immediately discharged from performance of the engaged work.
- 5. The railway undertaking is liable towards the infrastructure manager for actions of consignors and consignees, as defined under transport law, who perform or instruct work at public freight terminals and/or marshalling yards, in as far as the railway undertaking has any physical or legal influence on such actions.
- 6. If loss ensues as a result of the actions as referred to in the previous paragraph, the railway undertaking is only liable if the loss event is attributable to the action of a third party and the railway undertaking had the physical and/or legal ability to prevent the loss event and the consequences thereof. This provision is without prejudice to the liability of consignors and consignees for their actions at these freight terminals and/or marshalling yards.

#### Article 8. Access to and use of information services

 The infrastructure manager will perform its work regarding the access to and use of information services, or have this performed by auxiliary persons, in accordance with the service levels stated in the Service Level Agreement(s) attached to the Access Agreement.



- If the obligations pursuant to paragraph 1 cannot be fulfilled in accordance with the agreed service levels, the infrastructure manager will immediately inform the titleholder thereof and take all reasonable actions to achieve compliance with the agreed service levels.
- 3. The titleholder will handle the software and hardware made available by the infrastructure manager within the context of paragraph 1 with due care and you such exclusively for the purpose for which they were made available by the infrastructure manager, without making any changes to the content thereof. The titleholder and/or its auxiliary persons will comply in full with any accompanying manuals or instructions provided by the infrastructure manager.
- 4. Any work to be carried out by the infrastructure manager as a result of defects in software and/or hardware caused by injudicious use, use contrary to the instructions given by the infrastructure manager, or use contrary to that agreed by the parties does not form part of this Access Agreement.
- 5. The infrastructure manager retains the intellectual property rights to all software provided by the infrastructure manager to the titleholder within the context of the granting of access to and use of the information services. The infrastructure manager retains the intellectual property rights to information provided by the infrastructure manager to the titleholder within the context of the granting of access to and use of the information services. The infrastructure manager will by means of the Access Agreement grant the titleholder a licence to use the aforementioned software and data for the agreed information services in the manner prescribed by the infrastructure manager.
- 6. The reproduction and/or publication and/or the commercial exploitation of any software and hardware made available by the infrastructure manager within the context of the granting of access to and use of information services, or use by or on behalf of third parties or other services and systems of the titleholder and/or its auxiliary persons is prohibited, except with the prior written permission of the infrastructure manager.

#### Article 9. Allocation of capacity

- 1. The infrastructure manager is responsible for the allocation of capacity in accordance with the procedure set out in sections 4.2, 4.3, 4.5, 4.6, 4.8, 4.10 and 7.3.5.3 of the Network Statement as well as the provisions of the decision referred to in Section 61(1) and Section 67 Railways Act.
- 2. Capacity allocated in the form of train paths is allocated for the maximum duration of one timetable period.
- 3. If the capacity allocated to a titleholder pursuant to Article 38(1), last paragraph of 2012/34/EU is transferred by the titleholder to a railway undertaking with notification given to the infrastructure manager, all rights and obligations agreed between the titleholder and the infrastructure manager with regard to the transferred capacity will be terminated, with the exception of the payment obligation for the transferred capacity as applicable at the time of transfer. The infrastructure manager and the railway undertaking to whom the capacity is transferred will accept the transferred capacity subject to the Access Agreement concluded between the railway undertaking and the infrastructure manager unless the railway undertaking informs the infrastructure manager within five working days and in writing that it does not accept the transferred capacity.
- 4. The railway undertaking is not permitted to transfer the allocated capacity to a third party.
- 5. In the event of an emergency and if absolutely necessary as a result of a disruption or imminent disruption that renders the railways temporarily unusable according to the procedure referred to in sections 4.3.2.3.2, 4.3.2.3.3 and 4.3.2.3.4a of the Network Statement, the allocated capacity is cancelled. In case of a threat of disruption in the short term, the infrastructure manager will provide specifics and motives why restoration measures are required in the short term in order to prevent the occurrence of an actual disruption that could impact negatively on the safe runnability of the railways and/or uninterrupted train traffic. The infrastructure manager will strive to allocate capacity for rerouting.
- 6. If the titleholder has used the allocated capacity for a period of at least one month, i.e. 30 consecutive days (starting at any given date) within one timetable year for less than the threshold value mentioned in section 4.8.3 or 7.3.5.3.8 of the Network Statement, the titleholder will surrender or the infrastructure manager will withdraw the allocated capacity during the remaining period of that timetable year, unless this is due to non-economic reasons beyond the control of the titleholder. The infrastructure manager will hereby observe a notice period of two weeks.
- 7. The infrastructure manager reserves the right to withdraw or alter allocated capacity in the cases below.
  - a. When instructed to do so by the competent authorities or in order to prevent such an instruction, on condition that the instruction relates to a situation defined in adequate concrete terms. If legal remedies are available, the infrastructure manager will use them if necessary. The infrastructure manager will consult the titleholder(s) concerned in good time.
  - b. In the interests of public order.
  - c. Following a report as referred to in Article 7.2 of these General Terms & Conditions or after receipt of the Minister's decision to withdraw the documents referred to in Article 7.2 or if a valid proof of insurance within the meaning of Section 55 Railways Act cannot be provided by the railway undertaking. The infrastructure manager will only withdraw or modify allocated capacity after notifying the titleholder that and on what grounds withdrawal or alteration occurs.
  - d. insofar as this concerns capacity that has been allocated for the purpose of providing passenger transport services by rail, but which the titleholder is no longer entitled to provide in accordance with the



Passenger Transport Act 2000 or a public service contract as referred to in Article 2(i) of Regulation 1370/2007.

8. When using the authority referred to in the previous paragraph, the infrastructure manager will make every effort to limit the negative consequences thereof for the titleholder in terms of duration and scale. The infrastructure manager will consult in advance with the titleholder if it wishes to exercise the authority referred to in the previous paragraph in order to prevent an instruction by the competent authority.

#### Article 10. Use of railway vehicles by railway undertaking

- 1. The infrastructure manager is entitled by virtue of the relevant national and international regulations, the Concession and/or a ruling by a court of law or arbitration board, to carry out a supplementary inspection of (repaired) railway vehicles with regard to those aspects that were not included in the inspection performed under the terms of the admission certificate or the (supplementary) service licence or the vehicle licence.
- 2. Following the results of the supplementary assessment referred in the first paragraph, the infrastructure manager can give instructions to and/or impose conditions and/or restrictions on the use of the railways or exclude the railway vehicles in question from use of the railways. The results of the assessment are reported to the railway undertaking in writing.
- 3. The conditions and restrictions referred to in the second paragraph can include:
  - a. The setting of a re-assessment term.
  - b. A re-assessment following changes made to the railway vehicle.
  - c. The (temporary) application of a classification.
  - d. The (temporary) application of reasonably necessary measures to the infrastructure at the expense of the railway undertaking.
- 4. The railway undertaking will provide the infrastructure manager with information on the identification and the deployment possibilities and limitations of the railway vehicles used by the railway undertaking.
- 5. At the infrastructure manager's first request, the railway undertaking will, with regard to the relevant railway vehicle, submit a valid EC inspection statement and/or, for railway vehicles as referred to in Section 122a Railways Act, a valid admission certificate and/or exemption as referred to in Section 46 Railways Act as applicable on 1 April 2012 or a (supplementary) service licence or a vehicle licence.
- 6. The responsibility of the railway undertaking for a deployed railway vehicle ends as soon as another railway undertaking has transported or moved that vehicle, or has notified the infrastructure manager in writing that it assumes responsibility for the vehicle.
- 7. If a railway undertaking, barring an exemption as referred to in Section 26k(5) Railways Act, acts in contravention of the prohibition referred to in Section 26k(1) Railways Act or is not in possession of a valid admission certificate or a (supplementary) service licence and/or the railway undertaking does not use the vehicle service licence and/or railways in accordance with the assessment as referred to in this article, the infrastructure manager is entitled to immediately refuse the railway undertaking use of the railway vehicle in question on the railways and to instruct that such use be terminated at once. The ensuing costs are for the account of the railway undertaking. The infrastructure manager is also entitled to refuse the use of railway vehicles if they no longer meet the technical specifications on which they were assessed during the approval process. Such railway vehicles may, if deployed on the railways, only be moved by the railway undertaking under its own risk, with the permission of the infrastructure manager and subject to certain conditions.

#### Article 11. Safety and the environment

- 1. Railway undertakings that make use of a marshalling yard managed by the infrastructure manager and perform activities subject to a permit requirement thereon may only do so within the framework of the environmental permit issued for said activities. Railway undertakings will give the infrastructure manager the opportunity to assess in advance whether the proposed operations at marshalling yards are pursuant to the conditions of the Railways act, the Environmental Management Act and the applicable environmental permit, insofar as those obligations affect ProRail. Railway undertakings that (plan to) carry out operations at marshalling yards that require an environmental permit, are obliged to consult and comply with the provisions of the environmental permit in question. The infrastructure manager is responsible for enabling adequate performance under the terms of the issued permits.
- 2. The railway undertaking will use the railway infrastructure in accordance with the user restrictions and user regulations stated in section 2.4 and Appendix 9 of the Network Statement.
- 3. The railway undertaking will apply and environmental care system that supports compliance with the user restrictions and user regulations as prescribed by the environmental and user permits granted to the infrastructure manager. The railway undertaking will make the particulars entered into the environmental care system available to the infrastructure manager. The railway undertaking accepts that the infrastructure manager can, to verify compliance, also use other non-discriminatory measures that provide a fair view of the situation.
- 4. The railway undertaking will notify the infrastructure manager as soon as possible of any risk or occurrence of damage by the railway undertaking to the railways and/or the environment and/or the safety of third parties. This notification is without prejudice to the legal and contractual obligations of the railway undertaking.

- 5. The infrastructure manager is entitled by virtue of relevant national and international regulations and/or a ruling by a court of law or arbitration board to determine that certain rail-based operating processes of the railway undertaking specified by the infrastructure manager may not be carried out on the railways, or may only be carried out at the locations designated by the infrastructure manager and/or subject to conditions imposed by it and/or using the facilities located at the site.
  Included under operating processes are:
  - a. internal and external cleaning of railway vehicles;
  - b. testing of railway vehicles;
  - c. refuelling;
  - d. stabling of railway vehicles;
  - e. removal of waste resulting from operating processes and from railway vehicles;
  - f. inspection and maintenance of and/or repairs to railway vehicles.
- 6. Railway undertakings shall refrain from any action that would result in exceeding the noise production limits applicable under the Environment and Planning Act or violating the relevant provisions of environmental permits applicable under or the Environment and Planning Act.
- 7. The infrastructure manager can give instructions to the railway undertaking in case of a potential infringement of the noise limit values or conditions referred to in the previous paragraph.
- 8. If the competent authority charged with monitoring compliance of a permit granted by law to the infrastructure manager or statutory regulations regarding the use of the railways ascertains an infringement of the applicable provisions and notifies the infrastructure manager thereof in writing, the infrastructure manager will in case of a suspicion that said breach has effectively been committed by the railway undertaking notify the railway undertaking thereof in writing as soon as possible, in any event within three working days of itself having received notification.
- 9. The railway undertaking and the infrastructure manager will enter into consultation on the infringement described in the notification as referred to in the eighth paragraph, including the presentation of a defence.
- 10. If the railway undertaking is of the opinion that a party other than the railway undertaking has committed the infringement referred to in the eight paragraph or that the infringement was in fact not committed, it will inform the infrastructure manager thereof, stating reasons, within ten working days of receipt of the notification. Findings of the competent authority endorsed by the infrastructure manager will serve as proof of non-compliance of the regulations as referred to in this article, unless the railway undertaking in its written reaction to the infrastructure manager provides explicit and motivated arguments that can be used by the infrastructure manager in its defence against the findings.
- 11. The railway undertaking will reimburse the penalty imposed on, or deposit forfeited by, the infrastructure manager with regard to an infringement as referred to in the eighth paragraph, unless the infrastructure manager, contrary to the request of the railway undertaking, has failed to present a defence against the penalty or forfeited deposit and/or has not given the railway undertaking an opportunity to present a defence against the penalty or forfeited deposit.
- 12. The railway undertaking will promptly provide the infrastructure manager with the necessary information to present a defence against the infringement described in the notification as referred to in the eighth paragraph. The infrastructure manager reserves the right to abstain from presenting a defence if such is evidently pointless or the railway undertaking fails to provide the infrastructure manager with the necessary information, in which case the railway undertaking will compensate the penalty or forfeited deposit to the infrastructure manager. The infrastructure manager will inform the railway undertaking on the course of the defence proceedings.
- 13. The costs of the defence with regard to infringements as referred to in the eighth paragraph are at the expense of the railway undertaking, with the exception of those cases in which the infrastructure manager has a joint interest in the defence owing to the possible consequences for the usability of the railways or in those cases that the parties have agreed in consultation to oppose the qualification of the ascertained facts as an infringement, whereby a different allocation of costs was agreed upon.

#### Article 12. Storage of liquids for the running of railway vehicles

The railway undertaking is exclusively permitted to tranship environmentally dangerous liquids required for the traction of railway vehicles and the operation of equipment at appropriate sites designated by the infrastructure manager, as referred to in section 7.3.10 and Appendix 21 of the Network Statement (refuelling facilities).

#### Article 13. Train traffic recovery measures

- 1. The parties will in case of a disruption of train traffic do all that may reasonably be expected of them to resolve the disruption and limit the negative consequences thereof.
- In this context, the infrastructure manager can take various measures, including the detention, rerouting, insertion, slowing down or speeding up of trains, or the cancellation of train paths. In doing so, the infrastructure manager shall apply the arrangements set out in section 6.3 of the Network Statement.
- 3. If the infrastructure manager offers a replacement train path in the cases as referred to in paragraph 2 and Article 9.7, the user charge for the replacement path will not be higher than for the original train path.



#### Article 14. Cooperation by the railway undertaking

- The railway undertaking will at the instruction of the infrastructure manager cooperate in measures aimed at resolving a disruption, regardless of the cause thereof. If the infrastructure manager deems such necessary, the railway undertaking will make its equipment and auxiliary persons available in as far as such equipment and personnel are suitable for the intended purpose.
- 2. The costs of the assistance referred to in paragraph 1 incurred by the railway undertaking, which has not caused the disruption, will be at the expense of the infrastructure manager.
- 3. If the disruption is for the risk and account of the railway undertaking, it will, at the infrastructure manager's first request, compensate the infrastructure manager for the costs referred to in paragraph 2 as well as all other costs incurred by the infrastructure manager in resolving the disruption.
- 4. If the railway undertaking providing assistance, its auxiliary person or an axillary person of the infrastructure manager, despite exercising the necessary care, causes damage to the railway undertaking receiving assistance and/or the infrastructure manager or itself suffers damage, the resulting loss is for the risk and account of the party to which the disruption can be attributed.
- 5. If the railway undertaking providing assistance, its auxiliary person or an axillary person of the infrastructure manager, despite exercising the necessary care, causes damage to a third party not being a party involved in the disruption, the resulting loss is for the risk and account of the party causing the disruption. The party for whose risk and account the disruption occurs will, if necessary, indemnify the other stakeholders in the disruption against any claims for compensation by such third parties.
- 6. The railway undertaking will participate in the calamity response organisation subject to regulations of the Access Agreement as stated in sections 6.2.8 of the Network Statement.

#### Article 15. Presence on railways

- 1. If the railway undertaking allows (auxiliary) persons to be present on or along the railways, such takes place at the risk and account of the railway undertaking.
- The railway undertaking will ensure that the (auxiliary) persons referred to in the first paragraph have received adequate instructions concerning the safe and properly organised presence on the railways.
- Auxiliary persons of the railway undertaking working on the railways will be able to provide proper identification, in the form of a service pass or written instruction as auxiliary persons of the railway undertaking.

#### Article 16. Inspections and instructions

- 1. The infrastructure manager is entitled, with a view to performing the tasks and responsibilities assigned by virtue of the relevant national and international regulations and/or a ruling by a court of law or arbitration board, to carry out inspections and/or give necessary instructions to (the auxiliary persons of) the railway undertaking who will comply with such without delay. The categories of officials of the infrastructure manager who are entitled to exercise the above authority are defined in the Access Agreement.
- 2. The authority of the infrastructure manager as referred to in the first paragraph can exclusively be exercised for the purpose of protecting the railways, preventing or controlling nuisance experienced by the environment and other users of the railways, and the safe and effective use of the railways.
- 3. The inspections and instructions will cause as little hindrance as possible to the normal operating activities of the railway undertaking and will be carried out or issued, respectively, in a manner that causes minimal burden. The infrastructure manager exclusively has access to those railway vehicles, systems and equipment of the railway undertaking that are relevant to the inspection.
- 4. The railway undertaking will follow the instructions given by the infrastructure manager pursuant to the first paragraph. In case of failure to comply immediately with a lawful instruction as referred to in these General Terms & Conditions, the railway undertaking will forfeit an immediately payable penalty of €1,000 for the first infringement, €2,500 for the second infringement and €5,000 for every subsequent infringement per timetable year, without prejudice to the right of the infrastructure manager to demand compensation. In case a series of infringements consists of the failure to comply with one and the same instruction, the right of the infrastructure manager to demand an immediately payable penalty of €5,000 per infringement is maximised at €25,000 for the series of infringements. In urgent cases, the designation will be presumed to be lawful. If it subsequently appears that the designation was not lawfully issued, the contractual penalty issued pursuant to this paragraph will lapse by operation of law.
- 5. If the railway undertaking fails to comply with an instruction given by the infrastructure manager, compliance with which is deemed necessary in order to prevent damage, potential damage, terminate a wrongful situation, nuisance and/or to effect speedy recovery of the train traffic as referred to in Article 13.1 of these General Terms & Conditions, the infrastructure manager is entitled to have the actions and/or work ensuing from the instruction carried out at the risk and expense of the railway undertaking.



#### Titel IV. Liability

#### Article 17. Conditions of liability

- The provisions of CUI, Title III, apply mutatis mutandis to the Access Agreement concluded between the railway undertaking and the infrastructure manager, insofar as not deviated therefrom in Title IV of these General Terms & Conditions.
- 2. The limitation of liability of a party as described here in Title IV does not apply if the loss is the result of any action or negligence by that party acting either with the intent to cause said loss, or with recklessness and the knowledge that such loss could probably result therefrom.
- 3. The infrastructure manager and the railway undertaking accept liability for their auxiliary persons.
- 4. Any claim by auxiliary persons of the railway undertaking against the infrastructure manager in respect of liability for loss caused by the infrastructure manager, as well as any claim by auxiliary persons of the infrastructure manager against the railway undertaking in respect of liability for loss caused by the railway undertaking can, irrespective of the legal ground, only be filed subject to the conditions and limitations of the General Terms & Conditions.
- 5. The handling costs are related to the loss amount, comprising the loss items referred to in Article 18.1 points a, b and c and Article 19.1 points a, b and c, which are determined according to the table below.

Loss amount	Handling costs
from €0 to €100,000	2.5% of the loss amount
from €100,000 to €250,000	2.0% of the loss amount
from €250,000 to €1,000,000	1.5% of the loss amount
from €1,000,000 to €5,000,000	1.0% of the loss amount
from €5,000,000	actual costs

If the loss consists exclusively of financial loss, the handling costs can be determined on the basis of the actual costs incurred. The administration costs for handling of the loss event are thereby determined according to the table below, whereby the reference loss consists of additional office and communication costs, costs of replanning the operational activities and the costs of additional personnel required during the period that the loss event hampers normal operational activities.

Reference loss	administration costs		
€5,000	to	€10,000	€350
€10,000	to	€30,000	€375
€30,000	to	€50,000	€475
€50,000	to		1% of the reference loss

6. If liability for the loss event is recognised promptly by the infrastructure manager without objection and compensation is paid promptly, the administration costs are limited to 50% of the amounts stated in the table above.

#### Article 18. Liability of the infrastructure manager towards the railway undertaking

- 1. The infrastructure manager accepts liability to the railway undertaking:
  - a. for personal injury, namely death, or any other form of bodily or emotional harm;
  - b. for property damage, namely the destruction of or damage to movable and immovable property;
  - c. for financial loss incurred by the railway undertaking or its auxiliary persons during the use of the railways by the operated railway vehicles or by the transported persons or freight.

Unless agreed otherwise in the Access Agreement, the same liability applies to the use of service facilities managed by the infrastructure manager and services provided by the infrastructure manager, subject to the provisions of paragraph 6 regarding the services and/or software stated therein.

- 2. The liability for financial loss referred to in the first paragraph is limited exclusively to the loss components stated below, subject to the conditions accompanying each component and with explicit exclusion of the loss of turnover and profit.
  - a. For the financial loss consisting of compensation owed by the railway undertaking to parties with which it has concluded transport agreements or other third parties:
    - Exclusively the compensation which the railway undertaking is obliged to pay to counterparties to its transport contract(s) or to other third parties under statutory, European or contractual regulations and within the limits and conditions of those regulations.

- b. for the financial loss consisting of the reasonable costs of salvage and evacuation, including the costs of temporary facilities for the personnel involved, the costs of experts, handling costs and reasonable costs for determining the liability and extent of the loss:
  - all costs incurred.
- c. for the financial loss consisting of the costs of replacement transport and handling costs, subject to the explicit condition that the railway undertaking is unable during a period of at least 8 (eight) consecutive hours, calculated from the start of the cause, to make full use of its allocated capacity:
  - the costs of replacement transport, as well as handling costs;
- d. for the financial loss consisting of the costs of replacement transport for passengers and freight shipments involved directly in the loss event:
  - the costs of replacement transport for those passengers and freight shipments, whereby 'passengers and freight shipments involved directly in the loss event' is understood to mean those passengers and freight shipments that make use of a railway vehicle involved in the loss event as well as those passengers and freight shipments that make use of a railway vehicle that experience a comparable degree of hinder from the loss event in the sense that the consequences of the loss event for the passengers and/or freight shipments involved are the same and have been solved in the same manner. The costs of replacement transport will be calculated until the next location where transport by train can be used again, or until another location where transport by train can be used again, if these costs are lower.
- e. For the financial loss consisting of the costs of temporary replacement of a railway vehicle that is not available for use, either temporarily or permanently, as a result of the loss event:
  - exclusively the reasonable costs of renting a railway vehicle during the period in which the railway undertaking does not, in all reasonableness, have another railway vehicle at its disposal for the scheduled transport.
- 3. The infrastructure manager is discharged from the liability referred to in the first paragraph:
  - a. In case of personal injury and financial loss ensuing from the compensation owed by the railway undertaking under the terms of the CUI Uniform Rules:
    - if the loss event was caused by circumstances outside the operations of the infrastructure manager, which the infrastructure manager, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof;
    - 2. insofar as the loss event can be attributed to the person who has suffered the loss;
    - 3. if the loss event can be attributed to the behaviour of a third party, which the infrastructure manager, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.
  - b. In case of personal injury and financial loss ensuing from the compensation owed by the railway undertaking under the terms of the CUI Uniform Rules, whereby the loss is caused by a railway undertaking or an instruction by the railway undertaking that cannot be attributed to the infrastructure manager or by circumstances that, and the consequences of which, the infrastructure manager could not avoid.
  - c. In case of financial loss other than referred to in points a and b above:
    - 1. if the loss event can be attributed to the railway undertaking or to an instruction given by the railway undertaking that is not attributable to the infrastructure manager,
    - 2. if the loss event was caused by circumstances, such as force majeure or behaviour by a third party, which the infrastructure manager, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.
- 4. The infrastructure manager accepts no liability for loss incurred by the railway undertaking as a result of an instruction by the infrastructure manager, which on grounds of the Access Agreement is lawful and given in accordance with the provisions of Article 16 of the General Terms & Conditions, as well as for the consequences of the application of Article 9.5 of the General Terms & Conditions.
- 5. The railway undertaking will not submit any claims to the infrastructure manager for compensation less than €5,000 per loss event, with the exception of those cases:
  - a. in which the infrastructure manager is liable pursuant to Section 6:175 Dutch Civil Code;
  - b. in which the loss results from any attributable infringement by the infrastructure manager of any statutory regulation regarding the use of the railways.
  - c. as referred to in paragraph 2a, exclusively with respect to compensation to parties with which it has concluded transport agreement(s) pursuant to CIM and/or Title 8.18 Dutch Civil Code and the cause of which lies in the railways.
  - The above is on the understanding that the compensation of financial loss as referred to in paragraph 2a is only requested insofar as the financial loss exceeds €5,000 per loss event.
- 6. The infrastructure manager is liable for or loss resulting from late, incorrect and/or incomplete information provided by the infrastructure manager in the context of an information service and/or software, insofar as the loss results from an attributable failure on the part of the infrastructure manager to fulfil the agreed service levels of the relevant information service, as referred to in Article 8.1 of these General Terms & Conditions. The infrastructure manager does not accept any liability:



- for indirect loss, including consequential damage, loss of profit, missed savings and loss due to stagnation in operations,
- b. to the extent that the loss exceeds the amount agreed by the parties in the Access Agreement as consideration for the information service in question.

#### Article 19. Liability of the railway undertaking towards the infrastructure manager

- 1. The railway undertaking is liable to the infrastructure manager:
  - a. for personal injury, namely death, or any other form of bodily or emotional harm;
  - b. for property damage, namely the destruction of or damage to movable and immovable property;
  - c. for financial loss, the cause of which lies in the railways and has been inflicted upon the railway undertaking or its auxiliary persons during the use of the railways.

incurred by the infrastructure manager or its auxiliary persons during the use of the railways by the operated railway vehicles or by the transported persons or freight.

Unless agreed otherwise in the Access Agreement, the same liability applies to the use of service facilities managed by the infrastructure manager and services provided by the infrastructure manager.

- 2. The liability for financial loss referred to in the first paragraph is limited exclusively to the loss components stated below, subject to the conditions accompanying each component and with explicit exclusion of the loss of turnover and profit.
  - a. For the financial loss consisting of compensation that the infrastructure manager owes to third parties:
    - exclusively the compensation which the infrastructure manager is obliged to pay to third parties
      pursuant to national and/or Community law or international law and within the limits and conditions
      of such law.
  - b. for the financial loss consisting of the reasonable costs of salvage and evacuation, including the costs of temporary facilities for the personnel involved, the costs of experts, handling costs and reasonable costs for determining the liability and extent of the loss:
    - all costs incurred.
  - c. For the financial loss, subject to the explicit condition that, if due to a cause attributable to the railway undertaking, traffic on the railways or a part thereof could not take place in part or full during a period of at least 8 consecutive hours, calculated from the start of the event:
    - the reasonable costs of cancellation and rescheduling of work that was planned to be carried out in the period during which the loss event hindered normal operations and which work could attributably not be carried out due to that loss event, as well as the handling costs.
- The railway undertaking is discharged from the liability referred to in the first paragraph:
  - a. In case of personal injury:
    - if the loss event was caused by circumstances outside the operations of the railway undertaking, which the railway undertaking, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof;
    - 2. insofar as the loss event can be attributed to the person who has suffered the loss;
    - if the loss event can be attributed to the acts of a third party, which the railway undertaking, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.
  - b. In case of property damage, when the damage is attributable to the infrastructure manager or to an instruction by the infrastructure manager which cannot be attributed to the railway undertaking or through circumstances that the railway undertaking could not avoid and could not prevent the consequences thereof.
  - c. In case of financial loss:
    - 1. if the loss event can be attributed to the infrastructure manager or to an instruction given by the infrastructure manager that is not attributable to the railway undertaking;
    - 2. if the loss event was caused by circumstances, such as force majeure or acts by a third party, which the infrastructure manager, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.
- 4. The infrastructure manager will not submit any claims to the railway undertaking for compensation less than €5,000 per loss event, with the exception of those cases:
  - in which the infrastructure manager is liable pursuant to Section 6:175 in conjunction with Sections 8:1670 et seq Dutch Civil Code;
  - b. in which the loss results from any attributable infringement by the railway undertaking of any statutory regulation regarding the use of the railways;
  - on the understanding that the compensation of financial loss as referred to in paragraph 2a is only requested insofar as the financial loss exceeds €5,000 per loss event.
- 5. The railway undertaking indemnifies the infrastructure manager against all claims relating to any attributable infringement by the railway undertaking of any statutory regulation.
- 6. In case of property damage to the railways, the settlement of benefit is only applied if the infrastructure manager actually benefits from the repair of the property damage. This is only assumed if the repair of the



property damage results in the postponement, in relation to the infrastructure manager's planning, by more than five years of the first following complete renewal of the element (not being a single component) of the railways of which the repaired property is part. The infrastructure manager will, on request, provide the railway undertaking with the relevant planning. The infrastructure manager will, in case of an appeal to settlement of benefit, provide evidence of the planning.

#### Article 20. Liability amongst railway undertakings

- 1. The railway undertaking is liable towards another railway undertaking:
  - a. for personal injury,
  - b. for loss of and damage to property, irrespective of the ownership position,
  - for financial loss, the cause of which lies in the railways and has been inflicted upon the railway undertaking or its auxiliary persons during the use of the railways.

incurred by the railway undertaking or its auxiliary persons during the use of the railways by the operated railway vehicles or by the transported persons or freight.

- Unless agreed otherwise in the Access Agreement, the same liability applies to the use of service facilities managed by the infrastructure manager and the services provided by the infrastructure manager.
- 2. The liability for financial loss referred to in the first paragraph is limited exclusively to the loss components stated below, subject to the conditions accompanying each component and with explicit exclusion of the loss of turnover and profit.
  - a. For the financial loss consisting of compensation owed by the other railway undertaking to parties with which it has concluded transport agreements or other third parties:
    - exclusively the compensation that the railway undertaking is obliged under the terms of national, European or international law to pay to parties with which it has concluded transport agreements or other third parties;
  - b. for the financial loss consisting of the reasonable costs of salvage and evacuation, including the costs of temporary facilities for the personnel involved, the costs of experts, handling costs and reasonable costs for determining the liability and extent of the loss:
    - all costs incurred.
  - c. For the financial loss consisting of the costs of replacement transport in the Netherlands as well as the handling costs, subject to the explicit condition that, if due to a cause attributable to a railway undertaking, traffic on the railways or a part thereof could not take place in part or full during a period of at least eight consecutive hours, calculated from the start of the event: the charged cost of replacement transport (by third parties):
    - the costs of replacement transport, as well as handling costs.
  - d. For the financial loss consisting of the costs of replacement transport in the Netherlands for passengers and freight shipments involved directly in the loss event:
    - the costs of replacement transport for those passengers and freight shipments, whereby 'passengers and freight shipments involved directly in the loss event' is understood to mean those passengers and freight shipments that make use of a railway vehicle involved in the loss event as well as those passengers and freight shipments that make use of a railway vehicle that experience a comparable degree of hinder from the loss event in the sense that the consequences of the loss event for the passengers and/or freight shipments involved are the same and have been solved in the same manner.
  - e. For the financial loss consisting of the costs of temporary replacement of a railway vehicle that is not available for use, either temporarily or permanently, as a result of the loss event:
    - exclusively the reasonable costs of renting a railway vehicle during the period in which the railway undertaking does not, in all reasonableness, have another railway vehicle at its disposal for the scheduled transport.
- 3. The railway undertaking is discharged from the liability referred to in the first paragraph if the loss event:
  - is attributable to the other railway undertaking or to an instructions given by the other railway undertaking which is not attributable to the railway undertaking;
  - b. was caused by circumstances, such as force majeure or behaviour by a third party, which the railway undertaking, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.
- 4. The railway undertaking will not submit any claims to another railway undertaking for compensation less than €5,000 per loss event, with the exception of those cases:
  - a. in which liability is based on Section 6:175 Dutch Civil Code in conjunction with Sections 8:1670 et seq Dutch Civil Code:
  - in which the loss results from any attributable infringement by the other railway undertaking of any statutory regulation regarding the use of the railways.
- 5. This article is a third-party clause as referred to in Section 6:253 Dutch Civil Code. The railway undertaking accepts that another railway undertaking that has also accepted these General Terms & Conditions also has the right to directly invoke the conditions in these General Terms & Conditions that are relevant to the relationship between the railway undertakings.



#### Article 21. Attributable failure

Without prejudice to the provisions of Title IV above, a party who attributably fails to fulfil its obligations, after having been notified of this failure and given a reasonable period to rectify the situation, but has nevertheless failed to do so, is liable for the loss incurred by the other party, on the understanding that, except in the case of intent and/or deliberate recklessness, loss of turnover or profit by the other party is not eligible for compensation. Article 18.5, and Article 19.4 of these General Terms & Conditions apply mutatis mutandis.

#### Article 22. Limitation of liability, prescription and force majeure

- The liability of the parties in any form whatsoever is limited to that provided under Title IV, without prejudice
  to the right of the parties to demand fulfilment of the provisions of the Access Agreement and/or these
  General Terms & Conditions.
- 2. A claim by the titleholder or the infrastructure manager based on the Access Agreement and/or these General Terms & Conditions lapses three years from the date of the event that gave rise to the claim.
- 3. In case of the death of persons, a time limit applies of three years starting from the day after decease, but no more than five years starting from the day after the accident.
- 4. If the claim by the infrastructure manager is based on an event with regard to which the titleholder has recourse against the other party of a transport agreement concluded by the titleholder, the claim by the infrastructure manager on the titleholder will lapse one month before the expiry of the time limit that applies by law or treaty to the claim by the titleholder on the other party of a transport contract concluded by the titleholder.
- 5. If the claim by the titleholder is based on an event governed by a transport agreement concluded by the titleholder whereby the titleholder takes recourse against the infrastructure manager, the claim by the titleholder on the infrastructure manager will lapse one month after expiry of the time limit that applies by law or treaty to the claim governed by the transport agreement.
- 6. Prescription is suspended if one of the parties submits the dispute to a body in the sense of Article 29 or if the matter is submitted to an arbitration board.
- 7. The infrastructure manager and/or the titleholder are in case of force majeure not liable for any loss whatsoever. Force majeure in the sense of these General Terms & Conditions also includes the meaning given thereto by law and legal precedents. Also regarded as force mature are power failures not caused by the infrastructure manager, suicides or attempts thereto, behaviour by animals, national or local strikes or work stoppages, whether or not organised, at the company of the infrastructure manager and/or of the titleholder.
- 8. The provisions of paragraph 7 are without prejudice to the obligations of the infrastructure manager under Section 5 Network Infrastructure Regulations.
- 9. In case auxiliary persons incur losses that can be attributed to both the infrastructure manager and the titleholder, the infrastructure manager and the titleholder now for then indemnify one another against any claims by auxiliary persons for compensation insofar as such is attributable to the infrastructure manager and the titleholder, respectively. This indemnification also applies to claims for compensation that is attributable entirely to the infrastructure manager and for which the auxiliary persons bring a claim against the titleholder, and vice versa.
- 10. In case a scheme applies between the infrastructure manager and the titleholder for the compensation of a specific loss event, the infrastructure manager and the titleholder now for then indemnify one another against any claims by auxiliary persons engaged by the infrastructure manager and the titleholder, respectively, relating to the loss event in question.

#### Titel V. Financial stipulations

#### Article 23. Charges

- The user charges and other charges for access to and use of the railways, the related service facilities and services offered by the infrastructure manager are calculated subject to the relevant provisions of the Network Statement.
- A user charge of nil applies for the use of the railway infrastructure for the performance of instructions by the
  infrastructure manager with regard to the management of the railways. Trains for which no user charge is due
  under the terms of this provision will receive no timetable drafting support by the One-Stop-Shop of the
  infrastructure manager.
- 3. For the purpose of establishing the user charge for the service referred to in 1(e), or the charges for 3(a), of Annex II to Directive 2012/34/EU, the titleholder shall provide the infrastructure manager or the energy purchasing organisation authorised by the titleholder with the data on the amount of traction power used. The railway undertaking authorises the infrastructure manager to verify with the traction power supplier whether the submitted invoices cover the total traction power supplied.
- 4. The infrastructure manager will invoice the user charge and other charges referred to in paragraph 1 per calendar month. If the infrastructure manager sends a provisional invoice, this will be followed by a final invoice within six months.



- 5. The final settlement of amounts due under a performance scheme will be invoiced within six months of expiry of the period to which the performance scheme relates.
- 6. The invoiced (user) charge is not eligible for set-off in the sense of Section 6:127(2) Dutch Civil Code, with the exception of the set-off of undisputed claims and claims based on a decision by a court of law or arbitration board.
- 7. The infrastructure manager may in case of reasonable doubt about the solvency of the titleholder at all times demand that the titleholder issue a financial guarantee in the sense of the Implementing Regulation (EU) 2015/10 as security for fulfilment of its financial obligations under the Access Agreement and the General Terms & Conditions, as referred to in this article.
- 8. The costs of the security referred to in the previous paragraph are borne by the titleholder.

#### Article 24. Payment conditions

- 1. The titleholder and the infrastructure manager will pay the amounts owed by virtue of the Access Agreement and these General Terms & Conditions no later than 30 days after receipt of the invoice. In case of non-cash transfers, the date of receipt by the recipient's bank is regarded as the date of payment.
- 2. If the infrastructure manager or the titleholder fail to pay the amounts due under the Access Agreement and these General Terms & Conditions in the manner set out above, and the failure is due to a cause attributable to the infrastructure manager or the titleholder, the amount due is increased by statutory interest in accordance with Section 6:119a Dutch Civil Code, calculated from the final day on which payment should have been made.
- 3. All amounts due under the Access Agreement and/or these General Terms & Conditions are stated in euro and exclusive of VAT.
- 4. Objections against the amount of the final invoice will be submitted in writing within two months of receipt of the invoice. On expiry of the aforementioned term, the parties lose their right to appeal against the amount of the invoice. Systematic defects that come to light during the handling of a timely submitted objection against an invoice will, however, also lead to the recalculation of earlier invoices for which the term of objection has already expired. This paragraph does not apply to invoices submitted with a view to acquiring compensation.
- 5. Following an objection as referred to in the fourth paragraph, the parties are authorised to suspend payment until the other party has voiced its opinion on the validity of the objection. In case of partial dispute of the invoice, the undisputed part of the invoice shall be settled within the term of payment.
- 6. In deviation of the provisions of the first paragraph, invoices for compensation as referred to in Title IV shall be paid within 30 days of the amount of the compensation has been determined and notified to and acknowledged by the debtor. In deviation of the second paragraph, amounts due in compensation are subject to statutory interest in accordance with Section 6:119 Dutch Civil Code.
- 7. If the titleholder exceeds the term mentioned in Article 24.1 General Terms & Conditions two consecutive times after being invoiced by the infrastructure manager, the infrastructure manager shall notify the titleholder. The titleholder shall pay these amounts due regarding the (user) charge to the infrastructure manager within five working days after this notification by the infrastructure manager. If the infrastructure manager has not received this payment from the titleholder within five working days, the titleholder shall pay the (user) charge for the remaining term of the agreement to the infrastructure manager on the basis of advance invoices. This means that from that time onwards, the infrastructure manager shall send the titleholder an advance note regarding the (user) charge, being the estimated amount of the (user) charge that the titleholder shall owe to the infrastructure manager on a monthly basis for the month immediately following and the months thereafter during the term of the Capacity Agreement. The amount of the advance invoice shall be paid to the infrastructure manager by the titleholder within the payment period stated on the advance invoice, the payment period being at least 10 working days. The amount of the advance invoice shall be offset against the amount that the titleholder owes the infrastructure manager on a monthly basis.

#### <u>Titel VI.</u> <u>Suspension and termination of Access Agreement</u>

#### Article 25. Suspension of Access Agreement

- 1. The infrastructure manager and/or the titleholder can suspend performance of the Access Agreement in full or in part on grounds of Section 6:52 Dutch Civil Code.
- 2. The infrastructure manager can suspend performance of the Access Agreement in full or in part following a report as referred to in Article 7.2 or after receipt of the Minister's decision to withdraw the documents referred to in Article 7.2 or if the railway undertaking cannot submit a valid proof of insurance within the meaning of Section 55 Railways Act. The infrastructure manager will first exercise the right of suspension after having notified the titleholder in writing that and on what grounds the suspension will take place.

In accordance with section 5.9 *Invoicing* of the Network Statement in conjunction with Article 23.7 of the General Terms Conditions: In case of reasonable doubt as to the solvency of the railway undertaking, an advance invoice may be sent in accordance with Article 23.7 of the General Terms Conditions and Implementing Regulation 2015/10.



- 3. In case of payment by the titleholder after the term referred to in Article 24.1 of these General Terms & Conditions, the infrastructure manager may only suspend performance of the Access Agreement if the titleholder has exceeded the payment term for two successive periodic payments or for two payments within twelve months.
- 4. In the event that the period for payment of an advance invoice is exceeded by the titleholder, the infrastructure managers may exercise the right to suspend the performance of the Access Agreement after the infrastructure manager has given written notice to the titleholder that and on what grounds suspension will take place and if, after 5 working days after the date of the aforementioned written notice, the payment of the relevant advance invoice to the infrastructure managemer has not been made
- 5. During the suspension, the titleholder and the infrastructure manager are obliged to take appropriate measures to prevent and limit the occurrence of loss.
- 6. The suspension ends on the lapse of the reason for suspension and the suspending party has received notification thereof from the other party. The titleholder can again exercise its full claim to the agreed capacity from no later than the fourth day after ending of the suspension.

#### Article 26. Termination by the infrastructure manager

- 1. The infrastructure manager can, without prior notice of default or judicial intervention, effect immediate termination of the Access Agreement by registered letter if:
  - a. The infrastructure manager is no longer a infrastructure manager in the Netherlands as referred to in Article 3(2) Directive 2012/34/EU;
  - b. The infrastructure manager is declared bankrupt or insolvent.
  - c. The infrastructure manager is granted a moratorium.
  - d. The titleholder has during a period of at least one year not used the allocated capacity.
  - e. The titleholder is no longer authorised to participate in train traffic.
  - f. The titleholder has payment arrears:
    - i. during two successive instalments and for an amount larger than the payments referred to in Article 23 for one month,
    - ii. during more than two instalments and for an amount equal to the payments referred to in Article 23 for two months.
  - g. The titleholder defaults on a significant contractual obligation, which concerns the safety of persons or goods, including freight loads.
  - The auxiliary persons or the railway vehicles to be used no longer meet the applicable safety requirements.
- 2. The infrastructure manager can terminate the Access Agreement by registered letter subject to a notice period of two months, in case of:
  - A mandatory change in the relevant regulations, the consequences of which could not be foreseen, which prejudice the obligations of the infrastructure manager and hinder the infrastructure manager in the fulfilment of its obligations.
  - b. The titleholder deliberately defaults or acts in gross negligence with regard to essential contractual obligations other than those referred to in paragraph 1g.
- 3. If performance of the Access Agreement is suspended on grounds of Article 25.1 of these General Terms & Conditions, the infrastructure manager can, after granting the titleholder a reasonable period to rectify the situation, terminate the Access Agreement if the titleholder remains in default.

#### Article 27. Termination by the titleholder

- 1. The titleholder can, without prior notice of default or judicial intervention, effect immediate termination of the Access Agreement by registered letter if:
  - a. The infrastructure manager is no longer a infrastructure manager in the Netherlands as referred to in Article 3(2) Directive 2012/34/EU;
  - b. The infrastructure manager is declared bankrupt or insolvent;
  - c. The infrastructure manager is granted a moratorium;
  - d. The infrastructure manager defaults on a significant contractual obligation, which concerns the safety of persons or goods, including freight loads;
- The titleholder is entitled to terminate the Access Agreement, subject to a notice period of two months, in case of:
  - a mandatory change in the relevant regulations, the consequences of which could not be foreseen, which prejudice the obligations of the titleholder and hinder the titleholder in the fulfilment of its obligations:
  - b. The infrastructure manager deliberately defaults or acts in gross negligence with regard to other essential contractual obligations.
- 3. In cases other than those referred to in the first two paragraphs, the titleholder can terminate the Access Agreements by registered letter, subject to the notice period stated in the Access Agreement.



- 4. If performance of the Access Agreement is suspended on grounds of Article 25.1 of these General Terms & Conditions, the infrastructure manager can, after granting the titleholder a reasonable period to rectify the situation, terminate the Access Agreement if the titleholder remains in default.
- 5. If the infrastructure manager changes the Access Agreement and/or General Terms & Conditions, the titleholder can, if it objects to the change, terminate the Access Agreement, subject to a notice period of three months from the moment the change comes into effect.

#### Article 28. Compensation on termination of the Access Agreement

No compensation whatsoever is payable in case of termination of the Access Agreement under Title VI, except in the case of termination on grounds of a moratorium, bankruptcy or attributable failure.

#### Article 29. Scope, applicable law and resolution of disputes

- 1. These General Terms & Conditions are applicable to Access Agreements.
- The Access Agreement and the General Terms & Conditions are governed by Dutch law, including international treaties applicable in the Netherlands, in particular the COTIF 1999 with annexes.
- 3. All disputes, with the exception of those ensuing from Section 61 Railways Act and the Order in Council based thereon, ensuing from the Access Agreement and/or these General Terms & Conditions, which the parties cannot settle amicably will be submitted to the competent civil court in Rotterdam or to a committee appointed by the parties in which the parties appoint an equal number of members, which committee is charged with assessing whether an amicable settlement can be reached between the parties.
- 4. In deviation of paragraph 3, the parties can agree that the disputes as referred to same paragraph will be solved in accordance with the applicable regulations of the Netherlands Arbitration Institute. The arbitration board, which will decide in accordance with the law, can consist of one or three arbitrators. The arbitration will be held in Utrecht.
- 5. Paragraphs 1 to 4 of this article are without prejudice to Section 71 Railways Act.

#### Appendix 6 List of related documents on the Logistics Portal

1.	<b>Aandachts</b>	<u>ounten</u>	omge	eving	svergi	unning	<u>Milieu</u>
	Points of at	tention	for th	ne en	vironr	nental	permit

- <u>Aanmeldingsformulier hijswerkzaamheden</u>
   Application form hoisting operations
- 3. <u>Aanmeldingsformulier hijswerkzaamheden RID-wagens</u>
  Application form hoisting operations RID wagons
- Aanvraagformulier diensten en dienstvoorzieningen op emplacementen Application form services and service facilities at marshalling yards
- Aanvraagformulier voor gebruik heuvelsporen in combinatie met heuvel- en rangeervoorzieningen Kijfhoek
   Application form for use of hump tracks in combination with Kijfhoek hump and shunting facilities
- Grensbaanvakovereenkomst Gronau Enschede
   Border route section agreement Gronau Enschede
- Afwegingskader Versperringen 2022
   Assessment framework for blockages 2022
- Bepalen van de Nuttige en Fysieke Spoor-, Perronlengte in de ontwerpfase
   Determining the effective and physical track, platform length in the design phase
- 9. <u>Berekening gebruiksvergoeding 2026 2029</u> Calculation user charge 2026 - 2029
- Boek van Europese en Nationale Instructies
   Book of European and National Instructions
- 11. <u>Calamiteitenplannen en Veiligheidsinformatie tunnels en emplacementen</u> Calamity plans and safety information tunnels and marshalling yards
- 12. <u>Capaciteitsverdelingsdocument Beheer</u> Capacity allocation for management document
- Capaciteitsverdeling rangeerheuvel Kijfhoek (heuveltopsporen 231 en 232)
   Capacity allocation Kijfhoek shunting hump (hump top tracks 231 and 232)
- 14. <u>Checklist Milieu</u> Environmental checklist
- 15. <u>Corridorboeken</u> Corridor books
- 16. <u>Donna Lokale Bijzonderheden</u> DONNA local particulars
- Format te leveren informatie gebruik rangeerheuvel en verdeelsporen Kijfhoek
   Format for the provision of information to use Kijfhoek shunting yard and splitting tracks

18.	Format te leveren kenmerken materieel
	Format for the provision of rolling stock characteristics

### Gebruikersprocessen ERTMS ERTMS user processes

- Gebruiksbeperkingen als gevolg van verkorte remafstanden
  User restrictions due to shortened braking distances
- 21. <u>Gebruiksvoorschrift Buitengewoon Vervoer GVS00094</u>
  User instructions Exceptional Transport GVS00094
- 22. <u>Gebruiksvoorschrift Remslof Verdeelsporen Kijfhoek GVS00109</u>
  User instructions brake shoe Kijfhoek splitting tracks GVS00109
- 23. <u>Grensbaanvakovereenkomst Bad Bentheim Oldenzaal</u> Border route section agreement Bad Bentheim - Oldenzaal
- 24. <u>Grondslagen gebruiksbeperkingen</u> Principles for user restrictions
- 25. <u>Handboek Incidentmanagement Rail</u> Rail Incident Management Manual
- 26. <u>Handleiding aanleveren beladinggegevens VL-PRC331</u>
  Manual for supplying load specifications VL-PRC331
- 27. <u>Handleiding depotvoeding</u>
  Depot power supply manual
- 28. <u>Handleiding vulhydrant</u> Filler hydrant manual
- 29. <u>Incidentele Onttrekkingen Jaardienst 2026</u> TCRs 2026 timetable
- 30. <u>Informatie (met betrekking tot de infrastructuur) die bij ProRail kan worden opgevraagd</u> Information (relating to infrastructure) that can be requested from ProRail
- 31. <u>Infratekeningen met beschikbare opstelterreinen en bijbehorende voorzieningen</u> Infrastructure drawings showing available stabling yards and associated facilities
- 32. <u>Instructie voor personeel bij betreden van verdeelsporen (spoor 105-148) Kijfhoek</u> Instructions for personnel accessing splitting tracks (tracks 105-148) Kijfhoek
- Lijst van Verkortingen (BID00011)
   List of abbreviations (BID00011)
- 34. <u>Lokale bijzonderheden emplacementen</u> Local particulars marshalling yards
- 35. <u>Lokale bijzonderheden voor vervoerders Rangeerheuvel Kijfhoek</u> Local particulars for carriers at Kijfhoek shunting hump
- 36. <u>Maatregelen overbelastverklaring 80-weekse 2025 -2026 Emmerich Oberhausen DB InfraGO</u>
  Congestion statement measures 80th week 2025 -2026 Emmerich Oberhausen DB InfraGO
- 37. Matrix TreinIncident Scenario's (TIS)

Matrix Train Incident Scenarios (TIS)

 Middellangetermijnproces (MLT) Medium-term process (MLT)

39. Normtijden Botlek Theemsweg-Merseyweg

Norm times Botlek Theemsweg-Merseyweg

- 40. <u>Nutzungsvorgaben für die als temporär überlastet erklärten Schienenwege während der ABS-Maßnahme Oberhausen Emmerich (2025 und Halbjahr 2026)</u>
- 41. Objectgebonden risicodossier emplacement Kijfhoek
  Object-related risk file Kijfhoek marshalling yard
- 42. Omgevingsvergunningen en -meldingen Milieu Environmental permits and notifications
- 43. Overzicht Functionaliteitswijzigingen en Indienststellingsdata infraprojecten

  Overview of functionality changes and commissioning dates for infrastructure projects
- 44. Overzicht Niet-Centraal Bediende Gebieden (NCBG)
  Overview of locally controlled areas (NCBG)
- 45. OVS00012 Tractie-energievoorziening 1500V DC
  OVS00012 Traction power supply 1500V DC
- 46. Perron- en spoorlengten
  Platform and track lengths
- 47. <u>Plannormen Dienstregeling 2026</u> Planning norms 2026 timetable
- 48. PRC00200 Risicoanalyse en risicocompensatie overwegveiligheid
  PRC00200 Risk Analysis and Risk Compensation for Level Crossing Safety
- 49. <u>Procedure aanvragen internationaal treinnummer</u>
  Procedure for requesting an international train number
- 50. <u>Procedure Buitengewoon Vervoer</u> Exceptional Transport procedure
- 51. Procedure Testtreinen en andere speciale treinen Procedure for test trains and other special trains
- 52. <u>Procedure voor het uitvoeren van noodherstel aan spoorvoertuigen op de hoofdspoorweginfrastructuur</u>

Procedure for performing emergency recovery of railway vehicles on the main railway network

- 53. Procedure voor (tijdelijk) heuvelen met handmatige bediening van de locomotief Procedure for (temporary) hump shunting with manual locomotive control
- 54. <u>Procedure vrijstelling taalniveau B1 voor machinisten op grensoverschrijdende baanvakken</u> Procedure for exemption from language level B1 for drivers on cross-border route sections
- 55. <u>Procedureboek Capaciteit voor Beheer</u> Capacity management procedure book

56.	<b>Procesafs</b>	praken afwi	jken op	nuttige	lengte	
	Process a	greements	deviatio	n from e	effective	length

#### 57. <u>Remtabellen</u> Braking tables

58. Reparatiesporen Repair tracks

59. Richtlijnen gedragsregels op spoorwegterreinen RLN00300 Conduct guidelines at marshalling yards RLN00300

60. Risico-inventarisatie en -evaluatie (RI&E) operationele processen rangeerheuvel Kijfhoek Risk inventory and evaluation& operational processes Kijfhoek shunting hump

### 61. Risicomodel Perronveiligheid Platform safety risk model

62. RLN00414 Toets constructieve veiligheid bestaande baanlichamen RLN00414 Test of structural safety of existing trackbeds

63. Spelregels capaciteitsreservering ten behoeve van besloten personenvervoer in de ad-hoc vedeling

Capacity reservation for private passenger transport in the ad hoc phase

64. <u>Spooraansluitingen</u> Connecting tracks

65. <u>Startdocument jaardienstverdeling 24 x 7 patroonplanning</u> Start document timetabling process 24 x 7 pattern planning

66. <u>TijdRuimteSlots (TRS) Afrekensporen</u> TimeSpaceSlots (TRS) settlement tracks

67. <u>Toelatingseisen materieel rangeerheuvel Kijfhoek</u>
Rolling stock access requirements Kijfhoek shunting hump

68. <u>Transferissues bij ontwerp dienstregeling 2025-2026</u> Transfer issues in timetable design 2025-2026

69. Wijze van vaststellen ad-hoccapaciteit Method of determining ad hoc capacity



#### Appendix 7 Operating licences and transport market access (section 3.2.2)

#### Operating licences

On grounds of the Railways Act, only undertakings in possession of a valid operating licence can make use of the main railway network.<sup>213</sup> Depending on the nature of the operating activities of the railway undertaking in question, certain requirements may or may not be deemed applicable, as set out in the table below.

Type of operating licence	Applicable requirements in terms of:			
	Professional competence <sup>214</sup>	Good name <sup>215</sup>	Financial strength <sup>216</sup>	
Operating licence in the sense of Directive 2012/34/EU, Chapter III	yes	yes	yes	
<ul> <li>Limited operating licence exclusively for:</li> <li>Shunting work.</li> <li>Performing own transport.</li> <li>Traffic participation without transport activities.<sup>217</sup></li> </ul>	yes	no	no	
Limited operating licence exclusively for <sup>218</sup> :  Use of the main-line railway for station facilities only or exchange facilities within the boundary of a marshalling yard.  Use of the decommissioned main-line railway with self-propelled equipment or other comparable railway vehicle to carry out work on or near the main railway network.	no	no	no	

#### Transport licence

By law, market access regulations apply to the provision and delivery of transport services by rail.

These provisions are summarised below per transport market segment. Cross-border transport refers to transport to or from other EU member states or countries that comply with EU regulations and are connected to the European rail network.

#### a. Public transport:

- Public passenger transport with trains exclusively stopping at stations in the Netherlands:
  - Transport concession pursuant to Passenger Transport Act 2000, whereby the right to provide transport services is limited to the transport services described in the concession.
- Public transport by train, by a passenger transport service that does not form part of a concession as referred to in Section 20(1) and (4) Passenger Transport Act 2000:
  - The railway undertaking shall no later than eighteen months before the start of the timetable year in which the transport will commence notify the Consumer & Market

<sup>&</sup>lt;sup>213</sup> Section 27(2)(a) Railways Act.

Professional competence as referred to in Section 6 Operating Licence and Safety Certificate (Main Railway Network) Decree.

A railway undertaking possesses a good name if it meets the requirements set out in Section 3 Operating Licence and Safety Certificate (Main Railway Network) Decree.

Financial strength as referred to in Section 5 Operating Licence and Safety Certificate (Main Railway Network) Decree.

Section 8(1) Operating Licence and Safety Certificate (Main Railway Network) Decree.

Section 8(2) Operating Licence and Safety Certificate (Main Railway Network) Decree.

Authority (ACM) and ProRail of its intention to request capacity for transport; this duty of notification also applies to changes in transport.<sup>219</sup>

- The right of access to railway infrastructure may be restricted by the ACM for passenger transport between a given point of departure and a given destination when:
  - a. One or more concessions have been granted for the same route or for an alternative route, and
  - b. The exercise of the right of access would compromise the economic equilibrium of the concession or concessions in question.
- The international passenger service can be excluded or limited if the ACM, pursuant to Implementing Regulation (EU) no. 869/2014, decides on handling the application that the transport service would compromise the economic equilibrium of transport services provided under a concession in the sense of Section 20(1) or (4) Passenger Transport Act 2000.
- b. Passenger transport, other than public transport under a regular timetable:
  - Open market access, no restrictions for transport between stations in the Netherlands or cross-border transport to/from one or more stations in the Netherlands.
- c. Freight transport:
  - Domestic and cross-border freight transport: open market access, without restrictions.
- d. Non-carrying train traffic (trial runs, empty rolling stock movements, etc.):
  - Open market access, without restrictions.

<sup>219</sup> Section 57(4,5) Railways Act



#### Appendix 8 Provision of data and reports (sections 2.4.3, 3.4.1 and 3.4.6)

#### 1. Information relating to handling and stabling

For the utilisation of marshalling yards up to ten years into the future, ProRail offers railway undertakings the opportunity to communicate both their future intended use and their current use of the allocated infrastructure, so that ProRail can take this into account when building infrastructure at marshalling yards. The (Excel)format in which this data can be submitted is available from ProRail at <a href="mailto:DG-BODI@prorail.nl">DG-BODI@prorail.nl</a>. The capacity needs and analyses in the area of handling and stabling can be viewed through the Handling and Drafting Data Information (BODI) ICT service, see Appendix 23, item 5.2.

#### 2. Reports

In order to comply with statutory obligations and to implement the management concession, ProRail draws up reports of noise emissions and the external safety risks related to use of the railway infrastructure. In addition, ProRail requires transport information from the railway undertaking in the context of the assessment of transfer safety. Railway undertakings shall to this end provide ProRail with information relating to their operational activities. The required information is further described in section 2.1 of this appendix. To limit the administrative burden on railway undertakings, ProRail will in drawing up the reports make as much use as possible of information that has already been collected and stored in ProRail systems for other purposes. ProRail will only submit a separate supplementary request to the railway undertakings for provision of information that ProRail has not been able to collect itself.

ProRail will in all cases that concern reports prescribed by law, and in those cases that ProRail cannot provide the necessary information, request the railway undertakings to provide the correct or additional information. The railway undertaking shall within the set response time provide the requested supplements and corrections thereby enabling ProRail and the railway undertaking to fulfil the obligations described by law or the permits.

Section 2.2 of this appendix describes the information on types of railway vehicles that railway undertakings must provide to ProRail.

#### 2.1 Reports on external safety, noise emissions and transport data

The reports and transport data to be provided by railway undertakings to ProRail will comprise:

- 1. Reports with regard to external safety risks on route sections.
- 2. Reports with regard to external safety risks at marshalling yards (standard situation).
- 3. Reports with regard to external safety risks at marshalling yards (exceptional situation).
- 4. Reports with regard to noise emissions on route sections.
- 5. Reports with regard to noise emissions at marshalling yards (exceptional situation).
- 6. Transport information per station relationship.
- 7. Transport information per train.

#### 2.1.1 External safety on route sections

In drawing up the periodic reports with regard to the external safety relating to the transport of dangerous goods on route sections, ProRail makes use of the information provided by the railway undertakings via the WLIS system (wagon load information system) as part of their obligations under Section 4 Rail Traffic Decree.

In the report, ProRail shall use classifications according to risk categories in accordance with classifications in the Regulations governing the international carriage of dangerous goods by rail (RID).



#### 2.1.2 External safety at marshalling yards (standard situation)

Marshalling yards that according to current environmental permits are authorised to handle shipments of dangerous goods are subject to an annual reporting obligation. In drawing up these reports, ProRail uses information provided by the railway undertaking via the WLIS system as part of their obligations under Section 16(1) Rail Traffic Decree.

ProRail may request railway undertakings to provide specific additional information regarding operations performed per marshalling yard per year:

- Shunting movements: the number of tank wagons/containers involved in shunting operations (separation/coupling of train sets, travel at marshalling yards).
- Stabling: the number of wagons/containers stabled at marshalling yards.

The process below applies to requests for additional information.

- ProRail shall provide railway undertakings that, according to the registrations in WLIS, perform
  arrival and/or departure operations involving trains with wagons/containers loaded with dangerous
  goods with a specification of the number of loaded wagons/containers with dangerous goods
  forming part of their trains arriving at or departing from the marshalling yard in question. The
  railway undertaking shall following any corrections or supplements complete the statement with
  information on the operations.
- In this statement, ProRail shall use classifications according to risk categories in accordance with classifications in the Regulations governing the international carriage of dangerous goods by rail (RID).
- The railway undertaking shall organise its operating processes in such a manner that the requested information can be provided.
- The railway undertaking shall deliver this information within one month of ProRail making the statement available.

#### 2.1.3 External safety at marshalling yards (exceptional situation)

For a number of marshalling yards, stricter reporting requirements are prescribed in the environmental permit. Supplementary requirements may be imposed on those marshalling yards. Further information on the obligations applicable at marshalling yards where a deviating report is prescribed is available on the <u>Logistics Portal</u>.

#### 2.1.4 Noise emissions by train traffic

ProRail shall monitor noise production ceilings annually (per calendar year). ProRail is moreover required under the terms of the Management Concession to prepare a 5-yearly Noise Map for the Minister. To fulfil this obligation, ProRail requires data from railway undertakings on the average realised running and composition of trains during the day, evening and night periods in the calendar year on route sections and marshalling yards. ProRail will, at the request of the railway undertakings, strive to acquire as much of this data as possible from its own systems. The railway undertakings are responsible for the data.

#### 2.1.5 Noise emissions by train traffic (shunting) at marshalling yards (exceptional situation)

A specific reporting obligation is stated in the environmental permit for Oss – Elzenburg marshalling yard. The railway undertaking shall keep records of all shunting movements.

See section 2.4.2.3 Noise of trains on route sections and marshalling yards.



#### 2.1.6 Transport information per station relationship

ProRail is responsible for the management of the main railway network and handles related capacity assessment, design and investment issues. In order to perform these tasks, ProRail requires transport data in the form of station relationship matrices. Further agreements on the form in which this information is provided to ProRail can be made in the Access Agreement.

#### 2.1.7 Transport information per train

ProRail is responsible for transfer safety on the main railway network. In order to assess the safety risks for passengers on platforms, ProRail requires information on the number of boarding and disembarking passengers at each station and platform, preferably per individual train and enriched with information about railway vehicles and time. Further agreements on the form in which this information is provided to ProRail can be made in the Access Agreement.

#### 2.1.8 User information Kijfhoek shunting hump

ProRail is responsible for the efficient use of (scarce) infrastructure. In order to assess the efficient and effective use of the Kijfhoek shunting hump, ProRail requires information on the manner and intensity of the use of the infrastructure that is part of the shunting hump. This also applies to the use of splitting tracks, without making use of the shunting hump functionality. It is up to the users of the Kijfhoek shunting hump to provide this information. In addition, providers of rail-related services at the shunting hump (see section 7.3.5.2.2 *Kijfhoek shunting hump*, item 5.1 Legal requirements) shall report transparently on the degree to which customers' requests are accepted in accordance with the request and are performed. The Logistics Portal includes a format with a specification of the data to be delivered (Format for providing information on the use of the Kijfhoek shunting hump and splitting tracks).

#### 2.2 Reports on passenger stock and locomotives

The reports on passenger stock and locomotives provided by the railway undertakings to ProRail<sup>221</sup> will include the particulars of vehicle types being used on the railway infrastructure managed by ProRail, as well as the particulars of overhauled vehicle types of which the (original) particulars have changed.

The <u>Logistics Portal</u> includes a format with a specification of the information to be provided (*Format for providing rolling stock characteristics*). This concerns information for:

- 1. Capacity allocation systems
  - The capacity allocation systems make use of a rolling stock database. The rolling stock database is also used for the calculation of running times. In the absence of such information, a railway undertaking may request the use of data already available in the rolling stock database. ProRail will, if possible, comply with such as request, whereby any damage, either tangible or intangible, resulting from the use of these data will be at the expense and risk of the railway undertaking concerned. The data must be submitted at least six months before the railway vehicles are put into service.
- 2. Analysis of the traction power supply system

  The traction power supply system shall be suitable for railway vehicles powered by electricity. To
  this end, analyses are carried out whereby the specifications of this rolling stock are required. The
  data must be submitted at least six months before the railway vehicles are put into service.
- 3. Control of noise emissions
  When new or overhauled passenger stock or locomotives are granted access to the main railway network in the Netherlands, the railway undertakings operating these railway vehicles will provide

<sup>&</sup>lt;sup>221</sup> See section 2.4.2.3 Noise of trains on route sections and marshalling yards



ProRail with noise emission data on these vehicles within three months of taking them into use. This applies:

- to railway vehicles for which no type approval and admissions certificate has been issued on 1 January 2008, and
- to railway vehicles to which after 1 January 2008 physical changes have been made with significant consequences in terms of noise emissions.

In case of passenger stock and locomotives used on the open track, the emission data shall be gathered and reported in accordance with Procedure A of the CROW publication Technical Regulation Emission Methods 2006. For freight stock, a distinction is made between quiet and non-quiet freight wagons.

As regards passenger stock and locomotives used on railway and/or shunting yards, the emission data shall be gathered and reported in accordance with the Railway Yards Measurement Protocol version 10/11/2005 drawn up by TNO on the instructions of ProRail.<sup>223</sup> In deviation from the data to be provided as described in Chapter 7 of the Railway Yards Measurement Protocol, measurements are not required for the aspects *Braking to standstill* and *Curve noise in points*. Standard values are used for these sources, based on measurements on various railway vehicle types. Data about new and modified railway vehicles can be sent by mail to <a href="mailto:accountmanagement@prorail.nl">accountmanagement@prorail.nl</a>.

#### 3. Capacity requests Kijfhoek marshalling yard

When submitting a capacity request for the Kijfhoek marshalling yard and the Kijfhoek shunting hump, the titleholder will provide the following specific information:

The complete logistics plan for the use of the Kijfhoek shunting hump (or an alteration thereto in the ad hoc allocation phase) that is to be offered to the market and for which capacity is also requested for running trains on the network, broken down into feeder trains (from and to customers) and line-haul trains (direct connections between Kijfhoek and foreign sorting stations, marshalling yards and other destinations). The request for capacity for the use of the hump system in combination with the use of the splitting tracks, shall be made in the form of an integral capacity request, containing a request for the use of arrival tracks, hump tracks, splitting tracks and possibly departure tracks.

In addition to the above information, a number of details at train level shall be provided with an application.

#### With regard to arrival trains:

The connections schedule desired (at least four hours) - and the associated departure trains.

#### With regard to departure trains:

• The customer destinations and/or wagon groups.

ProRail requires the above information in order to draw up a basic plan for splitting and prioritising at the Kijfhoek shunting hump. The allocation of access to the hump system will be laid down in a basic plan with the required use of the arrival, hump, splitting and departure tracks.

<sup>&</sup>lt;sup>222</sup> Reference to this publication is made by Annex IV of the Environmental Regulations.

This measurement protocol has been drawn up so that the results of the measurements comply with Annex IVh of the Environmental Regulations.



#### Appendix 9 Route sections with user restrictions (section 2.4.1)

Stated in this appendix are the route sections on which, in deviation of the interoperability principle, a certain type of traffic or transport is excluded. Additionally, the use of route sections may also be subject to other restrictions not stated in this appendix, such as speed restrictions or restrictions in choice of route, which are however not of an exhaustive nature. ProRail will on request provide railway undertakings with further information on all current functional/TCRs on the use of route sections and marshalling yards. If possible, principles for user restrictions are published on the <u>Logistics Portal</u>.

No.	Route section	Structure	User restrictions	
1	Riekerpolder Aansluiting – Hoofddorp	Schipholspoortunnel	Local restriction on freight transport: Freight transport is not permitted, with the exception of work and maintenance trains.	
2	Den Haag Moerwijk – Delft Aansluiting	Spoortunnel Rijswijk	Local restriction on freight transport: no transport of dangerous goods permitted. Exception: the transport of batteries to and from the Leidschendam-Voorburg workshop is permitted.	
3	Barendrecht Aansluiting – Kijfhoek Aansluiting Noord	Freight tracks (BE, CE and DE) in Barendrecht underpass	Passenger transport is not allowed, with the exception of escorted military transport.	
4	Valburg – Nijmegen Betuweroute	Track in connecting curve near Elst direction Nijmegen (vice versa)	The connecting curve is not in use.	
5	Rotterdam Lombardijen – Kijfhoek Aansluiting Noord	Passenger tracks (HJ, JJ, KJ and LJ) in Barendrecht underpass	Tracks to be used exclusively by trains for:  Passenger transport  Transfer of empty passenger stock  Runs with light locomotives  Transfer of maintenance machines (without freight wagons)  Measurement journeys  Work trains for local works	
6	Betuweroute (A15 route and Havenspoorlijn)	Botlektunnel     Sophiatunnel     Giessentunnel     Tunnel     Pannerdensch     kanaal     Tunnel Zevenaar	Passenger transport is not allowed, with the exception of escorted military transport.	
7	Santpoort Noord – Beverwijk	Velserspoortunnel	Local restriction freight and passenger traffic: freight trains and passenger trains cannot be in the tunnel at the same time. The rationale for this restriction can be found on the Logistics Portal.	

#### Passenger transport restrictions

The railway tracks below can only be used for trains for the purpose of passenger transport after prior consultation with ProRail, see section 2.4.1 *Specialised railway infrastructure* (applications must be submitted to ProRail's One-Stop-Shop Exceptional Transport (OSSBV) (for contact details see section 4.2.4 *One-Stop-Shop*).

Railways at the following locations
Haven van Amsterdam, Westelijk Havengebied Haven van Amsterdam, Hemhaven Haven van Amsterdam, Houtrakpolder Utrecht, Industrieterrein Lage Weide Delfzijl, main siding line Havenschap Dordrecht, Zeehaven Dordrecht, Industrieterrein De Staart Maastricht, Beatrixhaven Eemshaven Industrie Vlissingen, Sloehaven Zwijndrecht, Groote Lindt Roosendaal, Industrieterrein Alphen aan den Rijn, Industrieterrein Rijnhaven Tilburg, Loven Venlo, Tradeport Almelo, Bedrijvenpark Twente Oss Elzenburg

<sup>\*</sup> This prior consultation does not apply to international passenger transport to the extent permitted, on the A15 route section between Meteren and Elst (vice versa) in the event of planned works and in the event of calamities on the Utrecht - Arnhem route section (vice versa) that are rerouted, whether or not systematically.

It is not permitted on the marshalling yards on the Betuweroute (A15 route and Havenspoorlijn) to let passengers board and disembark unless evacuation is necessary in the context of incident control (fire in train and/or stranded train).



## Appendix 10 Infrastructure projects and studies (section 2.6.2)

This appendix consists of three parts:

#### 1. Infrastructure projects

The infrastructure projects involve extensions or improvements of the railway infrastructure that are expected to become available for use in the period up to and including 2029. There are nine areas and the projects are classified by area (unless they are national projects), see image below. For the national ERTMS programme, refer to the planning under item 2 Infrastructure studies.



Column headers in the tables of the infrastructure projects have the meaning below.

- Description: list of projects sorted according to corridors.
- Planned date: originally planned commissioning date (ready for operation).
- Revised date: if applicable, a revised planned commissioning date (ready for operation).
- Commissioning feasibility: the probability of realising the planned commissioning date, making use of the probability statuses below.

- Uncertain : less than 50%
- Risky : 50% to 80%
- Probable : 80% to 95%
- Certain : from 95%
Information on the list is subject to change.

#### 2. Infrastructure studies

The infrastructure studies are study projects that ProRail carries out in order to map out traffic developments in the medium term and the required infrastructure. This is done within the framework of the Multi-Year Programme for Infrastructure, Spatial Planning and Transport (MIRT) of the Ministry of Infrastructure and Water Management, among other things.

#### 3. Performance of capacity-enhancement plans

Capacity enhancement plans result from infrastructure congestion statements. Provided below is an overview of the congestion statements and the resulting measures. Titles in the table have the meaning below.

- Bottleneck: the cause of the congestion statement.
- Measure: a description of the measure included in the capacity-enhancement plan.
- Status: the project phase of the measure.
- Ready for operation: the date on which the measure, according to current insight, is ready for operation.

Where it is ascertained that the bottleneck is removed within a current project, the status and the ready for operation date are indicated for the project.

The congestion statements are available on the **ProRail website**.



## 1. Infrastructure projects

Project description	Planned commissioning date	Revised date	Commissioning feasibility
Area: Noord (North)			
Akkrum, ProRail Platform Programme (PPP); Raising platform height to European standard of 76cm.	28/10/2027		Certain
Akkrum-Wolvega, infrastructure measures; relocation of signal route section, clearing of points and adjustment stop switching owards south.	05/11/2024	11/11/2024	Certain
Beilen new substation - Energy supply in order.	26/01/2025	12/06/2025	Probable
Superstructure renewal Drenthe 2025 - Beilen; removal of points and Beilen third track, safety modifications for new Beilen substation.	25/08/2025		Probable
Superstructure renewal Combi Wunderline.	04/12/2026		Probable
Superstructure renewal Noord 2025 including conversion; including removal of some switch points and adjustment of angle ratio. Modernisation and speed increase of points, lengthen platform.	23/11//2026	01/12/2026	Certain
Coevorden - Bad-Bentheim, reactivation passenger transport; New international connection for Bentheimer Eisenbahn and acceleration measures on behalf of Arriva to enable inclusion into existing timetable.	07/12/2026	25/12/2026	Probable
European Railway Traffic Management System Northern Lines Plan Study.	31/08/2030	31/08/2031	Risky
Groningen - Bremen, shortening travel time.	10/03/2025	24/08/2025	Unknown
Realisation Groningen de Vork fankinfra.	27/01/2030	Project on hold	Unknown
Groningen Spoorzone - conversion marshalling yard rom terminal tracks to through racks.	07/07/2025	24/11/2026	Certain
oppersum; Non-active protected level crossings NABO) programme.	06/07/2025		Uncertain



Project description	Planned commissioning date	Revised date	Commissioning feasibility
Meppel; Superstructure Renewal North 2026 – including removal of a number of diverging points.	09/10/2026		Uncertain
Onnen substation - Energy supply in order.	08/11/2025	24/01/2026	Probable
Onnen; redevelopment marshalling yard - separated functionalities, remove points etc.	09/08/2029	30/09/2030	Risky
Uithuizermeeden; Superstructure Renewal North 2025 - 2029 Groningen.	25/03/2027		Probable
Veendam-Stadskanaal, activation railway line - conversion Museumlijn into passenger connection.	11/02/2030		Uncertain
Area: Oost (East)			
Ede Spoorzone; new marshalling yard.	10/12/2024		Certain
740 - Sporen Onderstation Nederland.	27/06/2032	29/06/2031	Uncertain
Almelo-Mariënberg; electrification; installation catenary supports to allow electric trains to run.	18/10/2027	10/12/2027	Uncertain
Amersfoort-Nijkerk-Harderwijk level crossing measures.	13/11/2028	07/08/2029	Uncertain
Arnhem - Nijmegen, single optimisation.	13/12/2027	30/11/2028	Probable
Expansion Bathmen en Holterbroek substation with extra traction group.	24/12/2026	18/02/2027	Probable
Track doubling between Didam - Doetinchem de Huet for running of RegioExpres and improvement of 15-minute schedule.	23/10/2028	08/12/2028	Uncertain
Dieren, installation of anti-noise measures.	04/01/2025	01/03/2025	Uncertain
Enschede Border; electrification of the track between Enschede and Gronau.	08/09/2028		Risky
Harderwijk; expansion substation with extra traction group.	17/11/2025	28/06	Certain
Hengelo; stabling of freight trains 740m - creation holding track for freight trains up to 740m.	02/06/2028		Uncertain



List of planning dates	iunction change	es inirastructure	projects to end 2002
Project description	Planned commissioning date	Revised date	Commissioning feasibility
Hengelo; superstructure renewal Twente.	28/09/2025	20/09/2025	Probable
Nijmegen Integral; ten-minute schedule possible on the Schiphol-Nijmegen corridor complying with the criteria of the High Frequency Rail Transport Programme, realise extra stabling capacity for 67 wagons and solve all transport bottlenecks for Nijmegen station.	12/11/2028		Probable
Nijmegen substation; increase capacity existing substation for the purpose of the various product steps.	14/04/2027	01/12/2026	Probable
Nunspeet, underpasses station area - construction two tunnels, removal two level crossings.	10/06/2025		Certain
Rheden level crossing and underpass measures Lentsesteeg; this underpass will replace a non-actively protected crossing.	18/06/2024	18/05/2026	Probable
Wierden new substation; conversion existing Wierden switching station to a battery station.	22/01/2026	27/03/2026	Risky
Wolfheze; replacement Wolfhezerweg level crossing with underpass, removal track and various points at Wolfheze station. Conversion Wolfheze marshalling yard to open track control.	22/10/2026	25/10/2026	Probable
Electrification of route section petween Zutphen and Hengelo.	02/02/2029		Uncertain
Zwolle - Enschede; mprovement measures; ntegral project in which two stations are improved - Wierden and Raalte - saving travel time.	14/09/2025	19/05/2025	Certain
Dieren: Bovenbouwvernieuwing Gelre 2024, sanering spoor en vernieuwing enkele wissels	27/07/2027		Certain
/erbeteren corridor Amersfoort - Bad Bentheim: vervanging Elektronische Beveiliging Simis	06/03/2028		Probable
/erbeteren corridor Amersfoort - Bad Bentheim: diverse infra maatregelen	07/05/2027		Uncertain



25/11/2024 22/11/2028 17/03/2030	Onzeker  Risky  Waarschijnlijk  Risky  Uncertain
22/11/2028	Risky  Waarschijnlijk  Risky  Uncertain
22/11/2028	Waarschijnlijk Risky Uncertain
22/11/2028	Risky Uncertain
	Uncertain
17/03/2030	
	Dioley
	Nisky
01/05/2026	Probable
31/12/2024	Risky
31/03/2027	Probable
01/06/2025	Uncertain
06/12/2025	Probable
18/11/2031	Risky
	31/12/2024 31/03/2027 01/06/2025



Project description	Planned commissioning date	Revised date	Commissioning feasibility
Amersfoort Noord - transfer of tracks 77 and 78 to Railcenter. Disconnect access on west side. Tracks 74, 80 and a number of points lapse. Adjustment course of overhead line, removal overhead line above track 48. Removal connections 48 and 48a.	28/09/2026	13/12/2027	Probable
Amsterdam Centraal; High Frequency Rail Transport Programme	22/10/2030		Uncertain
Amsterdam Sloterdijk; expansion substation with traction group.	03/02/2025	31/03/2028	Probable
Expansion Aziëhaven marshalling yard with a fourth siding.	30/11/2026	20/09/2027	Risky
Conversion of Bijlmer points and shortening of Breukelen siding.	22/07/2026	29/05/2026	Risky
Bussum; High Frequency Rail Transport Programme substation - replacement of switching station by new substation.	08/10/2025	01/12/2026	Unknown
De Haar - Rhenen; detection measures	09/01/2027	04/08/2027	Risky
Den Dolder level crossing	15/01/2028	26/04/2028	Uncertain
Driebergen-Zeist, construction on open track - realisation turning facility.	09/01/2025	31/05/2025	Probable
Hilversum Hoge Larenseweg; National Overpass Improvement Programme.	15/12/2024		Certain
Maarn; superstructure renewal	28/08/2026		Risky
Maarsbergen - Traject Oost Peloton; project as replacement for Hoge Snelheidslijn Oost. Replacement Maarsbergen level crossing with two tunnels (slow and fast traffic).	24/10/2026		Probable
Muiderpoort-Diemen-Weesp; superstructure renewal.	31/12/2026		Certain
Schiphol-Amsterdam-Almere- Lelystad; High Frequency Rail Transport Programme - continuation plan study; Various changes Schiphol- A'dam-Almere-Lelystad corridor: - addition of turning facilities - removal of points - platform length compensation.	15/12/2027	17/02/2030	Uncertain

Project description	Planned commissioning date	Revised date	Commissioning feasibility
Schiphol-Amsterdam-Almere- Lelystad: European Railway Traffic Management System European Railway Traffic Management System Uitrol op Spoorse Infra.	31-10-2030	01-12-2031	Onzeker
Schiphol-Amsterdam-Almere- Lelystad; High Frequency Rail Transport Programme and removal Oostvaarders points; The 1:9 points are replaced with 1:15 points and installation of New Generation signals.	10/08/2026		Probable
Traction power supply substation RAI-Sloterplas-Riekerpolder; modification plus cables.	02/12/2024	01/05/2025	Risky
United Kingdom Terminal: international train facility; facilities made available for protected departure from Amsterdam Centraal track 15 to London. In concrete terms, this means shields that allow the platform to be closed off to other travellers travelling within Schengen. Also new ascent points from the terminal to be constructed (to be made by NS Stations in the Amstelpassage) to the platform along track 15.	31/03/2025		Risky
Utrecht - Amersfoort; platform extensions; platform extension and platform raised to correct height at Den Dolder. Platform extension realised at Utrecht Overvecht, new departure lights yet to be installed. Platform extension at Bilthoven.		10/11/2024	Uncertain



Project description	Planned commissioning date	Revised date	Commissioning feasibility
Utrecht, transfer bottleneck platform 5; widening platform under the traverse by shortening the end track of platform 4. Removal of buffer stop in the direction of Amersfoort. This will reduce siding capacity on track 4. It was discussed with railway undertakings that this stabling capacity is needed in case of a calamity and at night (for startup). To bring capacity up to desired level, we will lengthen the platform of tracks 4 and 5 so that more trains can be stabled on both sides of this platform.	18/11/2024	11/11/2024	Certain
Veenen; adjustment crossing Ambachtsstraat/Brinkersteeg Veenen.	03/11/2024		Certain
Watergraafsmeer centrally controlled area (CBG) - Conversion from locally controlled area to centrally controlled area.	17/05/2026	18/05/2026	Risky
Area: Zuid-Holland (South	Holland)		
Den Haag CS, conversion marshalling yard	19/11/2025	20/05/2026	Probable
Leiden - Utrecht Improved Accessibility; New Hazerswoude station and extra sprinters throughout the day (Leiden - Utrecht).	03/07/2028	01/01/2029	Risky
Rotterdam-Schiphol-Arnhem; track stability.	28/03/2029	12/10/2029	Risky
Feyenoord City: removal of a number of tracks for area development/housing construction in Rotterdam.	13/04/2027	02/11/2027	Probable
Gorinchem Noord; realisation additional stop between Gorinchem and Arkel.	13/05/2028		Uncertain
MerwedeLingelijn; preparing all infrastructure of MerwedeLingeLijn for new trains.	15/12/2030	17/06/2031	Uncertain
Old Line Infrastructure and Nodes.	13/12/2024	03/12/2025	Uncertain



	Planned		
Project description	commissioning date	Revised date	Commissioning feasibility
Rijswijk - Rotterdam; High- Frequency Rail Programme; including track doubling between Rijswijk and Delft Campus.	07/11/2024	28/03/2025	Probable
Handling and Stabling Rotterdam Noord Goederen; constructing new handling and stabling yard and 740m freight holding track.	05/12/2027	06/12/2027	Probable
Rotterdam Stadionpark; conversion event stop at De Kuip into regular sprinter station.	22/07/2031		Risky
Rotterdam; replacement interlocking system.	16/11/2026		Probable
Area: Zee-Zevenaar			
Calandbrug; renovation, conservation and transfer.	07/06/2029	20/11/2029	Uncertain
Europoort; capacity enhancement - electrification of two northern tracks at marshalling yard Europoort, making it possible to run with both diesel and electric railway vehicles.	10/06/2025	31/12/2026	Risky
IJsselmonde capacity enhancement; extension of several tracks at marshalling yard.	31/12/2025		Uncertain
Kijfhoek installation calamity roads; removal two splitting tracks.	30/08/2024	02/12/2024	Probable
Kijfhoek Zuid superstructure renewal; one-to-one replacement of track and electric points heating, replacement/renewal brake testing and installation of points and drainage.	24/01/2027	17/09/2026	Risky
Kijfhoek; modernisation Kijfhoek hump - renewal of hump system leads to need for renewal of hump locomotive control systems.	21/03/2025	19/05/2025	Risky
Maasvlakte; adjustment C2 curve and realisation Maasvlakte Zuid marshalling yard.	18/05/2027	01/042027	Certain



Project description	Planned commissioning date	Revised date	Commissioning feasibility
Rail Terminal Gelderland - adjustment marshalling yard container exchange point (CUP), connection Rail Terminal Gelderland (to be built by third party) to container exchange point.	03/03/2026	20/03/2026	Certain
Sophiatunnel; removal capacity restrictions.	03/08/2027	31/10/2028	Probable
Suurhoffbrug; repair measures.	19/05/2024	30/08/2025	Probable
Waalhaven-Zuid, redevelopment marshalling yard to provide sufficient capacity for train and shunting processes until 2030. For this, two issues need to be resolved, namely: the shortage of siding capacity for locomotives and the fact that the stabling tracks are too short.	06/10/2027	31/12/2027	Risky
Track extension Zevenaar- Emmerich.	31/12/2029	06/12/2029	Risky
Kijfhoek - Belgische Grens; European Railway Traffic Management System European Railway Traffic Management System Uitrol op Spoorse Infra-Externe Kwaliteitsborging.	01-07-2030	20-05-2023	Onzeker
Traction energy measures; conversion existing Haaren switching station into a substation and capacity increase substations at Lage Zwaluwe, Udenhout, Best and Breda.	22/11/2028	16/06/2027	Probable
Breda Prinsenbeek, punctuality improvement; speed increase with less chance of voltage increase in voltage change-over gate.		30/03/2027	Uncertain
's-Hertogenbosch substation - Vught, quadruple tracks and flyover; sunken tracks and station in Vught, quadruple tracks 's-Hertogenbosch-Vught and flyover New Generation signals.	01/09/2028	01/09/2029	Probable
Dorst; capacity increase substation with traction group.	23/3/2024	28/09/2024	Uncertain



Project description	Planned	Revised date	Commissioning feasibility
Eindhoven and Culemborg; capacity increase traction power supply - conversion existing Hedel switching station into substation. Capacity increase Maasdonk, Berghem, Zaltbommel and Culemborg substations.	commissioning date 11/09/2028	01/12/2028	Probable
Ghent-Terneuzen; area development - rail access Ghent-Terneuzen port area.	26/02/2033	25/10/2033	Probable
Gilze Rijen; replacement substation	13/06/2024	30/09/2025	Uncertain
Gilze; removal switch points at Gilze.	10/08/2026	30/11/2024	Certain
Gilze-Rijen Spoorzone integral approach; replacement existing Julianastraat level crossing with underpass for slow traffic. In addition, removal existing island platform, reinstatement two side platforms and removal several points around Gilze-Rijen.	19/10/2029	01/06/2029	Uncertain
Lage Zwaluwe, 740m measures; including removal of several switch points and a track.	To be determined		Risky
Langeweg Breda capacity increase substation (Medium Term)	12/12/2024	31/01/2025	Probable
Meteren, southwest curve; creation of access to Betuweroute on the A2 corridor as part of Goederen Zuid Nederland. This will relieve the Brabantroute and allow more passenger transport to be organised here.	01/06/2030		Certain
Moerdijk, splitting TimeSpaceSlots - conversion in two steps of current four TimeSpaceSlots at Moerdijk marshalling yard into eight TimeSpaceSlots, allowing railway undertakings to serve several companies at the same time.	25/02/2025	30/03/2026	Risky
Moerdijk, lengthening loading and unloading track	25/12/2025	27/04/2026	Uncertain
Moerdijk; capacity increase marshalling yard; extension Moerdijk marshalling yard on south side by two 740m freight holding tracks.	20/01/2026		Risky



Project description	Planned	Revised date	Commissioning feasibility
Roosendaal integral; integral approach to Roosendaal marshalling yard to realise adjustments for handling and stabling, facilitating 740m trains, removal redundant points and lengthening platforms 3b/4b. At present, these are still separate projects to be merged.	commissioning date 30/04/2030		Probable
Roosendaal; underpass Willem Dreesweg substation.		22/06/2028	Probable
Capacity increase and renewal Roosendaal substation.	08/01/2027	30/08/2027	Risky
Tilburg Goederen; lengthening turning/buffer track for trains of 740m at Tilburg Goederen.	30/07/2030	18/06/2031	Uncertain
Tilburg Industry; lengthening arrival/departure track.	25/02/2031	18/06/2031	Uncertain
Filburg; High Frequency Rail Fransport Programme Tilburg Jourth platform track	29/08/2026	10/03/2027	Probable
Area: Zuid-Oost (southeast	()		
Heerlen West; expansion marshalling yard; construction new service platform.	08/10/2026	08/11/2026	Certain
Maaslijn - railway undertaking gets opportunity to run more and more reliable electric trains on Maaslijn, at higher speed.	30/11/2027		Certain
Deurne: Binderendreef underpass	23/08/2026	20/08/2026	Uncertain
Eindhoven Venlo Brabantroute II; capacity increase traction power supply.	06/08/2024	01/11/2024	Risky
Eindhoven; rail node	06/12/2032		Probable
Eindhoven-Düsseldorf; Venlo: eplacement cross switch and engthening platform.	31/03/2027	15/12/2026	Probable
Haanrade; conversion marshalling yard; including conversion from locally controlled area (NCBG) to two centrally controlled area (CBG).	22/3/2026	19/2/2027	Probable
Modernisation and capacity ncrease Maastricht substation.	29/11/2025	25/06/2027	Probable



List of planning dates function changes infrastructure projects to end 2032			
Project description	Planned commissioning date	Revised date	Commissioning feasibility
Maastricht-Lanaken; withdrawal from main railway network; route section from Maastricht marshalling yard - border crossing towards Lanaken will no longer (be able to) be part of the main railway network (HSWI)	01/02/2026	13/12/2026	Certain
Schin op Geul; conversion existing switching station into substation.	27/07/2026	06/04/2027	Probable



#### 2. Infrastructure studies

ProRail makes an inventory of potential future capacity bottlenecks on the main railway network and performs studies that result in proposals to prevent congestion in the future. This activity ensues from the Management Concession, which states: "Included under this care is the preparation and performance of the expansion of the main railway network".

#### Infrastructure studies

The infrastructure studies are study projects that ProRail carries out in order to map out traffic developments in the medium term and the required infrastructure. In most cases, this is commissioned by the Ministry of Infrastructure and Water Management as part of the Multi-Year Programme for Infrastructure, Spatial Planning and Transport (MIRT). This involves close cooperation with key stakeholders, such as provinces and/or municipalities, port companies, and railway undertakings.

When measures are needed and a (realisation) budget is available for those measures, a project is included in the Multi-Year Programme for Infrastructure and Transport. In most cases, the studies lead to concrete realisation programmes or projects. For the latest status of realisation projects resulting from these, see the *List of planning dates function changes infrastructure projects* in item 1 of this appendix.

For an overview of current studies commissioned by the Ministry of Infrastructure and Water Management within the framework of the Multi-Year Programme for Infrastructure, Spatial Planning and Transport (MIRT), refer to the MIRT- Overview 2024, the annual explanatory notes to the budget of the Ministry of Infrastructure and Water Management.

#### High frequency rail transport programme (PHS)

ProRail is developing plan detail studies for the high frequency rail transport programme, divided into seven corridors

- 1. Alkmaar Amsterdam
- 2. Amsterdam Eindhoven
- 3. Schiphol Nijmegen
- 4. Den Haag Breda
- 5. Breda Eindhoven
- 6. Schiphol Amsterdam Almere Lelystad (SAAL)
- 7. Goederen Zuid Nederland (Meteren Vught)

A number of infrastructure projects are being developed under these corridors. The planned realisation dates of these infrastructure projects can be found in the List of planning dates function changes infrastructure projects in item 1 of this appendix.

#### Noord-Nederland Programme

The Noord-Nederland Programme provides improved rail transport on various lines and locations. Many of the ambitions have since been realised and the programme is slowly moving towards completion. The extra express train Groningen - Leeuwarden (ESGL), the express train Groningen - Winschoten and the extra express train Leeuwarden - Sneek were added in the 2021 timetable. In the course of 2023, the curve acceleration in Hoogeveen (from 80 to 140 km/h) was completed, which in combination with adjustments at Onnen-Zuid results in both travel time savings for passengers between Zwolle and Groningen and the possibility of a non-stop freight path between Zwolle and Onnen.

In 2024, Leeuwarden's western marshalling yard was completely renovated and upgraded, including to better accommodate rush-hour trains between Leeuwarden and Sneek. In July 2025, the interconnected main station in Groningen was completed, including restoration of the Wunderline to Leer. Further in the future, a new direct international connection to Bremen and the inclusion of Veendam - Stadskanaal in the regular passenger service will be considered.

Article 2(2) Management Concession 2015 - 2025.



All these modifications are necessary to increase capacity on the railways, offering more travel possibilities and higher and more robust frequencies. This will make connections both within the Northern Netherlands and to the Randstad conurbation faster and more reliable. The Noord Nederland Programme has an investment volume of approximately €1 billion (via various financing flows) of which around three quarters is currently under implementation.

#### **ERTMS**

#### **Programme Decision**

On 28 September 2023, the Digital rail and Green freight TSI revision package came into force and on 9 November 2023, the second opinion on the ERTMS programme and the progress report were sent to the House of Representatives. This is going to lead to a revision of the ERTMS programme. Once the impact of the decisions to be taken by the Ministry of Infrastructure and Water Management is known, the Network Statement will be updated accordingly.

Some key points from the programme decision are described below. More information can be found in the <a href="Railmap 4.0">Railmap 4.0</a>. Up-to-date information on the progress of the ERTMS programme can be found on the website <a href="www.ertms.nl">www.ertms.nl</a>. When issuing this Network Statement, ProRail took into account the conditions known at that time. Major changes such as changes in the rollout sequence or rescheduling will be included in the next Network Statement or in supplements to the current Network Statement.

#### System version and level

ERTMS System Version (System Version) 2.1 for infrastructure and Level 2 will be introduced in the Netherlands for the route sections currently in the rollout scope. The specifications for this were set by the European Commission in 2016. This release offers a number of features that are essential for the Netherlands, including the General Packet Radio Service (GPRS).

#### ERTMS only in infrastructure and dual rolling stock deployment

The route sections from the Programme Decision are provided with ERTMS only. This means that if ERTMS is found to be working properly, ATB will be removed from the track once and for all. From that moment on, only railway vehicles equipped with compatible ERTMS equipment can be run. Train drivers must be authorised to drive under ERTMS (see section 6.2.2 *Procedure for operating infrastructural elements* for further information on ERTMS user processes).

Before a start can be made on converting the railway infrastructure from ATB to ERTMS only, all the railway vehicles that are going to run on these route sections must be equipped with ERTMS equipment. This includes an ATB functionality (STM ATB), so that the rolling stock can run on both ATB and ERTMS route sections during the transition period from ATB to ERTMS. For further information, see section 3.4.1 Requirements with regard to railway vehicles.

#### **Nuisance during conversion**

Limiting inconvenience during the conversion of the existing rail infrastructure and railway vehicles is an important aspect of the implementation. However, it is very likely that there will be nuisance to train traffic. At present, it is not yet possible to say where and when exactly this will be the case.

#### Roll-out scope

The task (scope) for the programme phase consists of installing ERTMS on the following route sections:

- Northern Lines (Noordelijke Lijnen), regional railway lines in Groningen and Friesland with Early Deployment Line Harlingen Haven - Leeuwarden
- Kijfhoek Roosendaal Belgian border
- Lelystad Duivendrecht (SAAL-oost)
- Hoofddorp Schiphol Duivendrecht (SAAL-west)
- Utrecht Meteren
- Roosendaal 's-Hertogenbosch
- Eindhoven Venlo German border
- Meteren Eindhoven



The rollout of ERTMS starts with the test section Harlingen Haven – Leeuwarden (the 'Early Deployment Line'). After Harlingen Haven - Leeuwarden, trials will follow on a - yet to be designated - test track section and then (limited) on Roosendaal - Lage Zwaluwe.

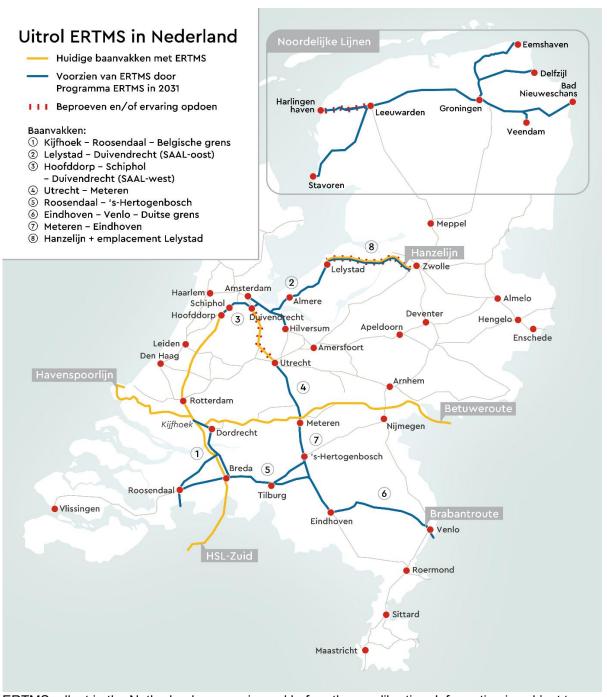
#### Programme recalibration

The ERTMS programme is struggling with cost overruns and planning delays for various components. For this reason, a second-opinion study was carried out in 2023. In her letter accompanying the twentieth progress report of the programme<sup>225</sup>, the State Secretary for Infrastructure and Water Management writes that, besides a number of changes in the management and organisation of the programme, there will also be other changes, such as the rollout being divided into tranches. The technical scope of the rollout will be frozen for each tranche. Based on current insights, the first tranche roughly consists of all the work needed to run with ERTMS (level 2, baseline 3, release 2) on the Northern Lines, a test track section (the Zeeuwse Lijn) and the Kijfhoek-Belgian border section. Within these tranches, we will carry out the rollout in small steps.

This makes it uncertain whether the next tranches will also have the content as described in the programme decision. In any case, this recalibration affects the planning. This makes the planning of the rollout highly uncertain at the moment. Once decisions are made on the content and planning of the first and next tranches, these will be formally announced.

See the <u>Letter to Parliament accompanying 20th ERTMS progress report</u>.

#### **ERTMS** rollout in the Netherlands



ERTMS rollout in the Netherlands, as envisaged before the recalibration. Information is subject to change.

### Migration

Migration takes place in controlled steps, whereby technology, processes and the human factor are tested in each implementation step.

At the moment it is not yet possible to indicate the exact dates and locations at which ERTMS will enter service and ATB will be decommissioned. During the course of the programme this will become more clear and more precise data will be included in the Network Statement.

#### **Developments**

There will always be uncertainties due to the nature, size and duration of the programme. The programme therefore has an adaptive character. This means that new developments, possibilities and opportunities can be responded to flexibly during implementation.



#### 3. Performance of capacity-enhancement plans

# Congestion statement 2009 (2010 timetable), entire Waalhaven Zuid marshalling yard Bottleneck: Stabling yard for locomotives Points 207 a/b – 211 a/b (scissor points Rail Service Centre) Measure Plan development started Besides railway infrastructure measures, ProRail also looks at Ready for operation 2027

#### Congestion statement 2011/03, Hoofddorp marshalling yard

#### Bottleneck:

process measures (better utilisation)

The requested stabling capacity exceeds the available stabling capacity. The capacity enhancement plan proposes the measures below.

Measure	Status	Ready for operation
A stabling capacity for 20 wagon	Realisation	2024
units will be realised.		

#### Congestion statement 2017/03 Moerdijk marshalling yard and main siding lines

#### Bottleneck:

The congestion statement 'near future' Moerdijk comprises three bottlenecks:

- Moerdijk marshalling yard: the available shunting and stabling capacity at Moerdijk marshalling yard is not
  sufficient to handle existing transport and the expected growth in the near future in a robust manner. In
  addition to an increase in the number of trains, the number of different carriers has also increased, putting
  more pressure on the available capacity.
- The public freight terminal: at Moerdijk there are two shippers who make structural use of the public freight terminal for transhipment purposes.
  - Because both shippers want to load and unload especially during the day, there is a chance that the public freight terminal will lead to a bottleneck.
- Stabling tracks wagon sets: there is a shortage of stabling capacity with sufficient length for the stabling of wagon sets.

These are necessary for the transport process of the CCT container terminal.

Measure	Status	Ready for operation
Moerdijk marshalling yard with one platform track and one stabling track (variant B) and division of	Stabling track is also intended for	Expected realisation 2025
	Splitting of TimeSpaceSlot adopted as small conversions project TRS 3 and 4 TRS 1 and 2	Realisation 2024 Realisation 2025

#### Congestion statement 2017/03 Utrecht platform track 5

#### Bottleneck:

Platform 3, track 5 side, is too narrow. The congestion is beginning to become unacceptable, forcing people to walk too close to the platform wall and wait. This situation, available platform width in combination with current passenger numbers, does not meet the rejection standard.

Measure	Status	Ready for operation
Broadening of platform 3, track 5 side, with compensation for the effective platform length of track 4, which will be affected when broadening platform 3.	Realisation	2025
0 41 4 4 4 0040404	(A)	

#### Congestion statement 2018/01 (Near future) West Brabant

#### Bottleneck:

The congestion statement concerns four conflicts:

- InterCity Den Haag Eindhoven (vice versa) cannot serve Rotterdam Blaak station.
- The Moerdijk bridge does not offer sufficient capacity for 14 train paths per hour.
- The time slot of the Sprinters Dordrecht Lage Zwaluwe is not in exact fifteen minute intervals.
- The transfer at Roosendaal between the InterCity Roosendaal Zwolle (vice versa) with the InterCity Amsterdam - Vlissingen (vice versa) involves long stop time of 7 minutes.

Measure	Status	Ready for operation
	Plan study started, combined with Roosendaal Integral	2028

#### Congestion statement 2018/03 Freight paths Zuidelijke Maaslijn

#### Bottleneck:

The passenger train service requested by Arriva is leading to restrictions on freight traffic on the current infrastructure: freight carriers want to have two running options per hour in both directions. The lifting of length restrictions is also requested.

Measure	Status	Ready for operation
I	Plan study completed Tender in progress	2027/2028

#### Congestion statement 2022/02, Noord-Holland

#### Bottleneck:

As a result of NS Reizigers' amended request, a conflict arises with the Beverwijk - Kijfhoek (via Leiden) (vice versa), Beverwijk - Kijfhoek (via Amsterdam) and Beverwijk - Visé (vice versa) freight paths, which concern the BVLK/KLBV, BAGK/KGAB and BVAF/FABV patterns. The conflict location is between Beverwijk and Haarlem (vice versa) and at the Velserspoortunnel.

(vice versa) and at the verses positionies.		
Measure	Status	Ready for operation
No measures result from the	Not applicable	Not applicable
capacity enhancement plan.		

#### Congestion statement 2022/03, ETMET RoSA: Amsterdam Arena

#### Bottleneck:

Freight path Bentheim/Onnen - Kijfhoek has been requested with an interval conflict with the 7400 series (from Uitgeest to Driebergen-Zeist/Veenendaal) of NS Reizigers. This conflict occurs from start train service until around 20:00 (when NS Reizigers starts a super off-peak timetable) from Monday to Friday.

Measure	Status	Ready for operation
No measures result from the	Not applicable	Not applicable
capacity enhancement plan.		

#### Congestion statement 2022/04, ETMET RoSA: Oude Lijn

#### Bottleneck:

The freight paths/trains BVLK (Beverwijk - Leiden - Kijfhhoek) direction Kijfhoek have an interval conflict with the 3200 series of NS Reizigers direction Rotterdam (Rtd) between Delft Aansluiting (Dta) and Rotterdam.



The freight paths/trains KLBV (Kijfhoek - Leiden - Beverwijk) direction Beverwijk have an interval conflict with the 3200 series direction Arnhem (Ah) between Rotterdam and Delft Aansluiting. This conflict occurs from start train service until around 20:00 (when NS Reizigers starts a super off-peak timetable) from Monday to Friday.

\	1 1	,
Measure	Status	Ready for operation
No measures result from the	Not applicable	Not applicable
capacity enhancement plan.		

#### Congestion statement 2022/05, Noord Nederland

#### Bottleneck:

The 8100 series direction Zwolle has an interval conflict between Groningen and Groningen Freight Terminal (Gnl) with freight paths from Delftzijl / Eemshaven to Onnen.

The 8100 series direction Groningen has an interval conflict between Onnen Noord (Onn) and Groningen with freight paths from Onnen to Delftzijl / Eemshaven.

The position of the 8100 series is considered future proof. As a result of the Groningen Spoorzone project (commissioning expected mid-2025), freight trains will travel through Groningen via a different route in the future and possibly with a different time position, with the result that the conflict between the 8100 series and freight trains described above will no longer occur.

9		
Measure	Status	Ready for operation
No measures result from the capacity enhancement plan.	Not applicable	Not applicable

## Congestion statement 2022/07, tracks 7 and 16 in Venlo, congestion statement for the following years (2024 - 2029)

#### Bottleneck:

The pressure of freight trains on the two longest tracks of 693 metres in Venlo will increase considerably in the coming years due to:

1) on the one hand an increased demand for capacity:

- growth in freight transport via the Brabantroute to and from Germany;
- growth in train lengths between 665m and 740m on this route (TEN-T ambitions);
- block trains with flammable gases on the Lutterade Venlo Grens route section, which in accordance with environmental legislation turn on track 7 or 8;
- turning trains that are longer than 665m on the Lutterade Venlo Grens route section;
- necessary capacity to reroute long trains during works on the third track;
- necessary scope for intervention in case of delays or blockages.

#### 2) other restrictive factors:

- the desire of railway undertakings for stops at Venlo to change locomotives;
- the desire of railway undertakings for stops at Venlo to change driver;
- having to wait for trains at the marshalling yard until a connecting path on the German network is available:
- having to wait for trains at the marshalling yard until a connecting path on the Dutch network is available;
- the limited track lengths that allow the transport of 740m only under certain conditions.

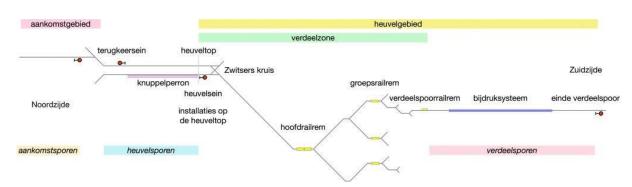
Due to these TCRs on the two longest tracks (7 and 16), both in planning and performance, conflicts will regularly arise between trains that can only be handled on the two longest tracks 7 and 16. To cope with this, process and/or infrastructure measures are required to be able to handle more long freight trains (from 665m to 740) at Venlo.

Measure	Status	Ready for operation
1 Temporary process measures are included in the Logistics Portal	Not applicable	Not applicable
2 Signal and weld modification track 8 for longer trains	Plan study	2024/2025



## Appendix 11 Kijfhoek shunting hump (section 7.3.5.2.2)

Below is a schematic view of the north side of the Kijfhoek shunting hump.



Appendix 12 Loading gauges (section 2.3.4)



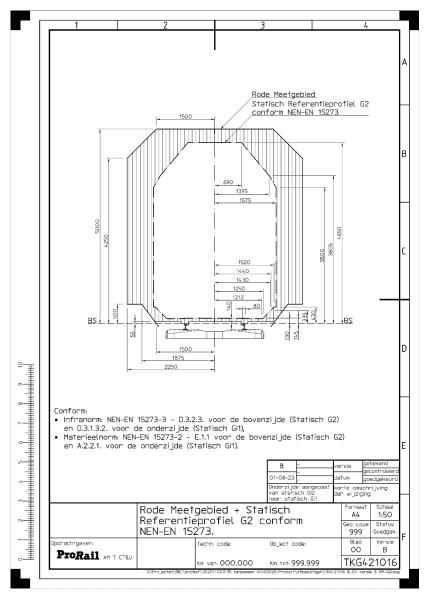


#### **Explanation**

Maximum loading gauge for special loads

The maximum loading gauge for special loads, the so-called Red Measurement Area (RM, in figure below) applies to all route sections, whereby special instructions or regulations may be attached to the running of border route sections, subject to the regulations of the relevant neighbouring country.

Railway vehicles with loads larger than the loading gauge that has been released for the relevant route sections (see map), but which are located within the Red Measurement Area, require permission from ProRail before use.<sup>226</sup>



<sup>&</sup>lt;sup>226</sup> Section 10 Rail Traffic Decree.

Appendix 13 Axle loads and load per unit of length (section 2.3.5)



Appendix 14 Automatic train control systems (section 2.3.13.1)



Appendix 15 Train detection systems (section 2.3.13.2)





## Appendix 16 Route sections designated for one-man operation (section 2.4.8)

The overview map shows locations where there are no facilities for multi-man operating. There is often shared use at nodes. These locations are therefore equipped with departure lights. This overview map is only applicable for passenger transport as freight transport always involves one-man operation.



Appendix 17 Traction power supply systems (section 2.3.9)



#### Voltage change-over gates Betuweroute

To facilitate the transition between the 25kV AC traction power systems on the Betuweroute and the 1500V DC traction power system in Kijfhoek and on the connected railways, voltage change-over gates are provided at the locations below.

- Voltage change-over gates with a length of the traction-free zone of 186m:
  - In the tracks between Barendrecht Vork and Waalhaven Zuid, at km 202.1.
  - In the tracks between Kijfhoek and Papendrecht, at km 3.5.
  - In the tracks between Kijfhoek and Papendrecht, at km 107.2.
- Voltage change-over gates with a length of the traction-free zone of 30m:
  - In the tracks of the connecting curve Geldermalsen/Meteren (vice versa).
  - In the tracks of the connecting curve Zaltbommel/Meteren (vice versa).
  - In the tracks of the connecting curve Valburg/Elst (vice versa).
  - In the tracks of the connecting curve Valburg/Nijmegen Lent (vice versa).

#### Current take-up restrictions

The table below states the maximum current take-up per train on a number of route sections that are subject to current take-up restrictions with regard to the 1500V DC traction power supply system.

Route section	Maximum current take-up
Zwolle – Emmen	2,500 A
Barneveld Noord – Ede Wageningen	2,500 A
Rhenen – De Haar Aansluiting	3,000 A
Dordrecht – Geldermalsen	2,700 A
Leiden Centraal – Woerden	3,200 A
Alphen aan den Rijn - Gouda	3,200 A
Rhenen – De Haar Aansluiting	3,000 A
Maastricht – Maastricht voltage change- over gates	3,100 A

The maximum current take-up of the 25 kV traction power supply system is stated in NEN-EN 50388:2012. If a higher or lower value applies, this is stated in the <u>Register of Infrastructure (RINF)</u> (see section 2.3 *Infrastructure description*).

## Appendix 18 Moveable railway bridges (section 2.4.5)

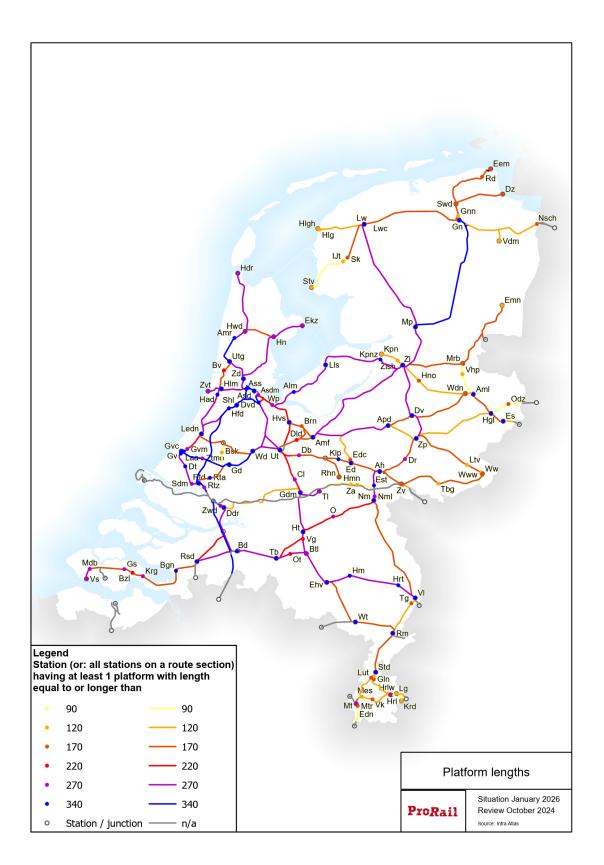
The numbers refer to the table on the following page.



No.	Bridge Name	Abbreviation	Waterway	City Name	Route
					section
1	Singelgracht	SGBR	Westerkanaal	Amsterdam	Asd – Ass
2	Spaarnebrug	SPBR	Spaarne	Haarlem	Asd – Hlm
3	Vinkbrug	VKBR	Oude Rijn	Leiden	Gv – Ledn
4	Hoge Delfhavensche Schiebruggen	DHS	Delfshavense Schie	Rotterdam	Rtd – Sdm
6	Oude Maas	GRBR	Oude Maas	Dordrecht	Ddr – Rtd
7	Markbrug	MABR	Mark	Zevenbergen	Rsd – Zlw
8	Arnekanaalbrug	ABR	Arnekanaal	Arnemuiden	Rsd – Vs
9	Vlakebrug	VLK	Kanaal door Zuid- Beveland	Vlake	Rsd – Vs
16	Drentse hoofdvaartbrug	SMVRT	Smildevaart	Meppel	Lw – Mp
18	Brug o/h Deel	BRDL	Deel	Akkrum	Lw – Mp
19	Boornebrug	BOBR	Boorne	Akkrum	Lw – Mp
20	Prinses Margrietkanaal	PMK	Prinses Margrietkanaal	Grouw	Lw - Mp
21	Harinxmakanaal (Mp-Lw)	HRMK	Van Harinxmakanaal 59	Leeuwarden	Lw – Mp
22	Oosterdoksluis	ODS	Oosterdoksluis	Amsterdam	Asd – Asdm
27	Hoge Gouwebrug	HGWBR	Gouwe	Gouda	Gd - Gv/Rtd
	Lage Gouwebrug	GWBR	Gouwe	Gouda	Gd – Ledn
28	Galgewater	GWT	Galgewater	Leiden	Apn – Ledn
29	Rijn-Schiekanaal	RSKBL	Rijn-Schiekanaal	Leiden	Apn – Ledn
30	Gouwesluis	GWB	Gouwe	Alphen aan den Rijn	Apn – Wd
31	Dubbele Wiericke	DWB	Dubbele Wiericke	Bodegraven	Apn – Wd
33	Vechtbrug	VTBR	Vecht	Weesp	Alm/Ndb - Wp
39	Coevorder Stadsgracht	COSB	Stadsgracht	Coevorden	Emn – Mrb
40	Hoogeveense vaart	HVVB	Verlengde Hogeveensevaart	Nieuw Amsterdam	Emn – Mrb
42	Klifrak	KR	Klifrak	Workum	Lw – Stv
43	Wijmerts	WMB	Wijmerts	Nijezijl	Lw – Stv
45	Harinxmakanaal (Lw- Hlg/Stv)	HRM	Van Harinxmakanaal 103	Leeuwarden	Hlg/Stv - Lw
47	Zuidergracht	HLG	Zuidergracht	Harlingen	Hlg – Lw
49	Greuns	GRS	Greuns	Leeuwarden	Gn – Lw
50	Hoendiep	HDP	Hoendiep	Hoogkerk	Gn – Lw
56	Wildervanckkanaal	WDVB	Wildervanckkanaal AG	Zuidbroek	Gn - Nsch
56a	Rensel	RSL	Rensel	Winschoten	Gn - Nsch
57	Westerwoldse Aa	WWAB	Westerwoldse AA	Nieuweschans	Nscg - Nsch
58	Noord-Willemskanaal	NRDWIL	Noord-willemskanaal	Groningen	Gn - Lw/Sw
59	Reitdiep	RDP	Reitdiep	Groningen	Gn - Swd
60	Boterdiep	BTD	Boterdiep	Bedum	Dz - Swd
62	IJsselbrug	IJBZ	IJssel	Zutphen	Ah/Apd - Zp
64	Oude IJssel	OIJ	Oude IJssel	Doetinchem	Zv - Ww
69	Nauernaschevaartbrug	NNVBR	Nauernaschevaart	Krommenie	Utg - Zd

List of moveable railway bridges									
No.	Bridge Name	Abbreviation	Waterway	City Name	Route section				
70	Noordhollandsch kanaal	NHKBR	Noordhollands kanaal	Alkmaar	Amr - Hwd				
71	Bolbrug	BOL	Ringvaart	Heerhugowaard	Amr - Hwd				
72	Koegrasbrug	KGS	Noordhollands kanaal	Anna Paulowna	Ana - Hdr				
73	Zaanbrug	ZDB	Zaan	Zaandam	Pmr - Zd				
74	Noordhollands Kanaal	NHK	Noordhollands kanaal	Purmerend	Pmr - Zd				
75	Wherebrug	WHE	Where	Purmerend	Hn - Pmr				
80	Wantijbrug	WIJB	Wantij	Dordrecht	Ddr - Gdm				
81	Merwedekanaalbrug	MKBR	Merwedekanaal	Arkel	Ddr - Gdm				
82	Ringvaartbrug	RVBR	Ringvaart	Nieuw-Vennep	Ledn - Shl				
83	Schinkelbrug	SKBR	Schinkel	Amsterdam	Asra - Dvd				
84	Baanhoekbrug	BMBR	Beneden Merwede	Sliedrecht	Ddr - Gdm				
87	Botlekbrug	BOTBR	Oude Maas	Rotterdam	Havenspoor				
88	Sluiskilbrug	SLUB	Kanaal van Gent naar Terneuzen	Sluiskil	Svg - Tnz				

Appendix 19 Platform lengths (sections 2.3.8 and 7.3.2)



Appendix 20 Public loading and unloading sites (section 7.3.5.2.3)



### Appendix 21 Refuelling facilities (section 7.3.10)

Information on the refuelling facilities is provided on the following page.



### Information on the storage capacity and flow rate of refuelling facilities

Location	Storage capacity in m3	Flow rate in I/min (via filling gun)	Flow rate in I/min (via spill-free connection)
Groningen De Vork	2 x 40	120	200
Leeuwarden	1 x 40	90	200
Hengelo	2 x 60	90	200
Zutphen	1 x 50	90	200
Winterswijk	1 x 50	90	200
Arnhem	2 x 50	90	200
Amersfoort	2 x 30	90	200
Amsterdam Westhaven	1 x 50	90	200
Maasvlakte	1 x 100	120	200
Botlek	1 x 25	80	200
Waalhaven Zuid	1 x 100	120	200
Kijfhoek	2 x 50	125	200
Roosendaal	2 x 50	90	200
Terneuzen*	1 x 30	90	200
Nijmegen	2 x 30	90	200
Venlo	2 x 100	90	200
Heerlen*	1 x 40	130	200

<sup>\*</sup> Refuelling facility has been taken out of use and is expected to be demolished.

An HVO or Ad-Blue installation is present at some locations. These are owned by a specific railway undertaking.



### Appendix 22 Standard freight paths (section 4.5.1)

ProRail shall publish the speed, length and acceleration characteristics of standard freight paths.<sup>227</sup>

These standard paths play a role when applying prioritisation as prescribed by the Railway Capacity Allocation Decree. Requests for capacity that fit within the standard freight paths are included in the prioritisation.

ProRail applies the following basic principles when defining the standard freight paths:

- 1. The standard freight paths as established the previous year are used as a basis.
- 2. Separate characteristics apply to non-electrified and electrified route sections.
- 3. The realisation data per route section is used to determine which type of locomotive is the most common on this route section.
- 4. Using the realisation data, a standard train tonnage is defined that corresponds with the 95th percentile of the train tonnages, as appears from the realisation.
- 5. The standard freight path is then based on the acceleration properties of the locomotive type found under point 1, as recorded in the national vehicle register, and the standard tonnage found under point 2.
- 6. The speed is based on the most common speed used for the PreArranged paths, as established in the framework of the European rail freight corridors. The speed concerns the insertion speed to be used in the DONNA planning system.
- 7. The internationally determined maximum train length including locomotive is 740m for freight trains. This train length can be limited in the Netherlands by the possibilities of the railway infrastructure. The length of the standard paths is based on the length of the departure and arrival tracks, as well as on the length of the usual overtaking locations for freight traffic, both for the planned timetable and for the possibilities for adjustment in disrupted situations. For international train paths, restrictions abroad may affect the permitted length. See also section 2.3.8 *Train length*.
- 8. For corridors where frequent transport of coal and ore takes place, different characteristics may be defined by ProRail.
- 9. If the request for a freight train fits within the running times of the standard freight path in the timetable, this request falls under the definition of the standard freight path.
- 10. Partly on the basis of the timetable preparation phase, ProRail may locally deviate from the aforementioned principles. These deviations are subject to consultation in the context of a change to the Network Statement.

This leads to the following characteristics:

Partially or partly non-electrified route sections.

Diesel traction is required. Specific transport on specific routes. The characteristics for a number of route sections are therefore defined separately.

From	То	Via	RS type	Locs	Length (m)	Tonnage	Speed (km/h)
(Partially) non-electrified route sections							
Onnen	Delfzijl		6400	1	466	700	60
Delfzijl	Onnen		6400	1	466	1100	60
Onnen	Eemshaven		6400	1	499	800	60
Eemshaven	Onnen		6400	1	499	800	60
Onnen	Veendam		6400	1	690	2200	80
Veendam	Onnen		6400	1	690	800	80
Almelo	Emmen		6400	1	262	800	80
Emmen	Almelo		6400	1	262	300	80

<sup>&</sup>lt;sup>227</sup> Section 1 Railway Capacity Allocation Decree.



Moerdijk	Kijfhoek		6400	1	690	1500	85
Kijfhoek	Moerdijk		6400	1	690	1400	85
Lutterade DSM	Sittard		6400	2	700	2200	80
Sittard	Lutterade DSM		6400	2	700	1900	80
Sittard	Venlo - Grens		6400	2	673	1500	85
Venlo - Grens	Sittard		6400	2	673	1500	85
Other (partially) non-electrified route sections							
The characteristics as listed in the timetable request for a train path are regarded as the characteristics of the standard freight path.					**		

### Electrified route sections

From	То	Via	Matt type	Locs	Length (m)	Tonnage	Speed (km/h)
Electrified route sections							
Amsterdam Westhaven	Oldenzaal - Grens		B189	1	690	2100	95
Oldenzaal - Grens	Amsterdam Westhaven		B189	1	690	2200	95
Amsterdam Westhaven	Beverwijk	Uitgeest	B189	1	482	2800	95
Beverwijk	Amsterdam Westhaven	Uitgeest	B189	1	482	2300	95
Amsterdam Westhaven	Kijfhoek		B189	1	700	2600	95
Kijfhoek	Amsterdam Westhaven		B189	1	650	2200	95
Amsterdam Westhaven/Houtrakpolder	Zevenaar - Grens	Betuweroute	B189	2	690	4000*	95
Zevenaar - Grens	Amsterdam Westhaven/Houtrakpolder	Betuweroute	B189	1	690	2100	95
Amsterdam Westhaven/Houtrakpolder	Venlo - Grens		B189	2	691	4000*	95
Venlo - Grens	Amsterdam Westhaven/Houtrakpolder		B189	1	691	2000	95
Beverwijk	Kijfhoek	Breukelen	B189	1	700	2700	95
Kijfhoek	Beverwijk	Breukelen	B189	1	650	2700	95
Beverwijk	Kijfhoek	Leiden	B189	1	603	2700	80
Kijfhoek	Beverwijk	Leiden	B189	1	603	2700	80
Beverwijk	Sittard		B189	1	700	2400	95
Sittard	Beverwijk		B189	1	700	2700	95
Kijfhoek	Oldenzaal - Grens	Betuweroute	B193	1	645	2400	95
Oldenzaal - Grens	Kijfhoek	Betuweroute	B193	1	645	2200	95
Kijfhoek	Oldenzaal - Grens	Breukelen	TRAX	1	650	2400	95
Oldenzaal - Grens	Kijfhoek	Breukelen	TRAX	1	690	2400	95
Kijfhoek	Zevenaar - Grens		B193	1	690	2700	95
Zevenaar - Grens	Kijfhoek		B193	1	690	2700	95
Kijfhoek	Roosendaal - Grens		TRAX	1	700	2400	95
Roosendaal - Grens	Kijfhoek		TRAX	1	700	2300	95
Kijfhoek	Venlo - Grens		B193	1	691	2700	80
Kijfhoek	Venlo - Grens		B193	1	691	2400	95
Venlo - Grens	Kijfhoek		B193	1	691	2000	95
Kijfhoek	Maasvlakte		B189	1	740	2700	80
Maasvlakte	Kijfhoek		B189	1	740	2700	80
Kijfhoek	Waalhaven		B189	1	690	2700	80
Waalhaven	Kijfhoek		B189	1	690	2700	80

Kijfhoek	Onnen	Amersfoort	B189	1	650	2200	95
Onnen	Kijfhoek	Amersfoort	B189	1	690	1200	95
Kijfhoek	Sittard		B189	1	690	2400	95
Sittard	Kijfhoek		B189	1	690	2400	95
Kijfhoek	Sloe		B189	1	700	2400	95
Sloe	Kijfhoek		B189	1	700	2500	95
Sloe	Venlo - Grens		B189	1	691	2400	95
Venlo - Grens	Sloe		B189	1	691	2200	95
Roosendaal - Grens	Oldenzaal - Grens	Betuweroute	B193	1	645	2100	95
Oldenzaal - Grens	Roosendaal - Grens	Betuweroute	B193	1	645	2200	95
Roosendaal - Grens	Oldenzaal - Grens	Utrecht	TRAX	1	690	2100	95
Oldenzaal - Grens	Roosendaal - Grens	Utrecht	TRAX	1	690	2200	95
Roosendaal - Grens	Zevenaar - Grens	Betuweroute	B189	1	690	2100	95
Zevenaar - Grens	Roosendaal - Grens	Betuweroute	B189	1	690	2200	95
Roosendaal - Grens	Zevenaar - Grens	Nijmegen	B189	1	573	2400	95
Zevenaar - Grens	Roosendaal - Grens	Nijmegen	B189	1	573	2400	95
Roosendaal - Grens	Venlo - Grens		TRAX	1	691	2400	95
Venlo - Grens	Roosendaal - Grens		TRAX	1	691	2200	95
Sittard	Haanrade - Grens		1206	2	706	1800	80
Haanrade - Grens	Sittard		1206	2	706	1800	80
Sittard	Eijsden - Grens		6400	2	700	2100	95
Eijsden - Grens	Sittard		6400	2	700	2400	95
Coevorden	Amersfoort		E1800	1	650	2200	95
Amersfoort	Coevorden		E1800	1	650	2200	95
Overige geëlektrificeerde ba	anvakken		B189	1	**	2200	90

Concerns coal and ore pathsSee point 7 of the principles



### Appendix 23 ICT and information services

This appendix describes the ICT and information services (such as applications, simulation services, publications and reports) provided by ProRail<sup>228</sup>. It also includes references to ICT and information services made available by third parties. Detailed information on these third-party services – insofar as known to ProRail – can be found in the *List of rail-related services and service facilities of third parties* on the <u>ProRail</u> website.

#### Table of ICT and information services

The table below provides a summary and brief description of the ICT and information services. The third column of this table contains a reference to a detailed explanation; and the fourth column indicates where in Chapters 2 to 7 of this Network Statement the relevant service is mentioned.

Name	Function	For explanation see	Listed in section
Information on the railway infras	tructure and/or service facilities		
RailMaps	Geographical information on the infrastructure and the surroundings.	Appendix 23 - 1.1	5.3.1
Provision of tailor-made railway infrastructure data via Infra-Atlas	Tailor-made data on the functionality of the railway infrastructure using Infra-Atlas data.	Appendix 23- 1.2	5.5.2
Provision of Geodata	Provision of GPS/RD data on:  Centre of the track Coupling point Stations Timetable points	Appendix 23- 1.2	5.5.2
Rail Information Portal (Railinformatie Portaal)	Source system for train safety and train control information.	Appendix 23 - 1.3	2.3.10 6.2.2
Rail Facilities Portal (RFP)	The publication channel where all European providers of rail-related services and service facilities from service package 2 can register their offerings per location on a geographical basis (via RailNetEurope).	Appendix 23 - 1.4	7.3
Register of Infrastructure (RINF)	The publication channel where all European Infrastructure Managers register data about the railway network (via ERA).	Appendix 23 - 1.4	2.3
Customer Information Portal (CIP)	The publication channel for information relating to the railway network that is part of the European freight corridors (via RailNetEurope).	Appendix 23 - 1.4	1.7.1 6.3.3
Simulation environments			
FRISO (Flexible Rail Infra Simulation Environment)	Simulation tool for infrastructure studies, capacity, robustness and safety analyses, innovation studies.	Appendix 23 - 2.1	5.5.2

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Systems/applications that are not considered as separate services in the sense of <u>Directive 2012/34/EU</u>, but that are relevant for titleholders (such as portals and registers) are also included in this appendix. No charge is levied for these systems.

Name	Function	For explanation see	Listed in section
NEO Simulation (NEO Simulatie)	Carrying out a simulation for testing innovations with the aim of improving train running.	Appendix 23 - 2.1	5.5.2
ProRail ERTMS Integration Lab (PREI, ProRail ERTMS Integratielab)	Performance of (chain) integration tests between ERTMS on-board equipment and ERTMS trackside equipment in the ProRail ERTMS Integration Lab (PREI) with the aim of eliminating compatibility risks.	Appendix 23 - 2.1	5.5.2
Information for the driver			
Signposts (WVK, Wegwijzers voor krachtvoertuigpersoneel)	Graphic information on the railway infrastructure for drivers.	Appendix 23 - 3.1	5.3.1
Temporary speed restrictions (TSB)	Summary of temporary speed restrictions for drivers.	Appendix 23 - 3.1	5.3.1
RouteLint	Real-time information for the driver on the traffic situation on his route.  Available in two modules, namely:  1. RouteLint Datastream  2. RouteLint App (only in combination with the purchase of RouteLint Datastream.	Appendix 23 - 3.2	5.5.2
ORBIT	Gives the driver a warning if a stop signal is approached at too high a speed.	Appendix 23 - 3.2	5.5.2
Wegkennisbank	Data on the main railway network and NS sites through Signposts (WVK) drawings enriched with media and documentation.	Appendix 23 - 3.3	N/A
Submitting or changing a capaci	ty request and confirming departure		
Submit capacity requests according to TSI TAF/TAP standard	The submission of capacity requests for train paths, the sending of offers of train paths, the changing of train paths and cancellation of train paths, border alignment and the changing and cancellation of train paths by ProRail on the basis of the TSI TAF/TAP messages:	Appendix 23 - 4.1	4.2.3 4.8 5.3.1 6.2.4
Order Portal ( <i>Orderportaal</i> )	Submission of capacity requests for train paths in the Netherlands.	Appendix 23 - 4.1	4.2.3 4.8 5.3.1 6.2.4
My Trains ( <i>Mijn Treinen</i> )	Overview of all scheduled trains for the next 24 hours, with the option to display all scheduled trains in the VOS allocation plan. This allows the railway undertaking to perform certain interventions. Railway undertakings only have access to their own scheduled trains.	Appendix 23 - 4.1	5.3.1
DONNA	Planning and requesting train paths, shunting paths and stabling capacity for the basic hour pattern, standard week and specific days.	Appendix 23 - 4.1	4.2.3 5.3.1
Train Number List (TNR)	Information on the allocation of train numbers to railway undertakings.	Appendix 23 - 4.1	5.3.1 4.5.4.1 4.5.4.2
Path Coordination System (PCS, via RailNetEurope)	Submission of international capacity request and receiving capacity offers.	Appendix 23 - 4.2.1	4.2.3

Name	Function	For explanation see	Listed in section
The European Capacity Management Tool (ECMT)	Consolidates (for TTR purposes) future capacity needs and capacity restrictions on European rail infrastructure on the basis of information provided by infrastructure managers and allocation bodies.	Appendix 23 – 4.2.2	4.9.3
Charging Information System (CIS)	Provides information on the charges applied for the use of the European rail infrastructure.	Appendix 23 - 4.2.3	4.5.4.2 5.3.1 5.3.2
Shunting			
LOA-Online	Submitting, handling and recording of local orders for shunting routes.	Appendix 23 - 5.1	5.3.1
Wagon Load Information System ( <i>WLIS, WagenLading</i> Informatie Systeem)	Registration of train composition data and the registration of the position and load of freight wagons at marshalling yards.	Appendix 23 - 5.1	5.3.1 6.2.5 7.3.5.2.1
Kijfdis	The planning and registration system for the shunting hump on the Kijfhoek marshalling yard.	Appendix 23 - 5.1	7.3.5.2.2
Spoorbezettingsplan (Track Occupation Plan	Information on the track occupation of the marshalling yards, as well as the planning for the next 16 hours.	Appendix 23 - 5.1	5.3.1 7.3.5.2.1
Handling and Stabling Data and Information (BODI)	Application enabling capacity analyses to be performed for the purpose of handling and (long-term) stabling of passenger rolling stock at marshalling yards.	Appendix 23 – 5.2	3.4.6 and Appendix 8
Information on and coordination	of capacity for works as part of the train path se	ervice	
Btd-planner	Information on and coordination of planned TCRs.	Appendix 23 - 6.1	5.3.1 4.3 and underlying sections
Btd-planner reports ( <i>Btd-</i> planner Rapportage)	Information on planned TCRs.	Appendix 23 - 6.1	5.3.1 4.3
ГСR map <i>Buitendienststellingenkaart</i> )	Geographical representation of all planned TCRs in the Netherlands.	Appendix 23 - 6.1	5.3.1 4.3
TCR files Buitendienststellingsdossiers)	Application for communication relating to late requests (BUTA) < 36 hours.	Appendix 23 - 6.1	5.3.1 4.3
Communication			
GSM-R Voice Rail Safety GSM-R Voice Spoorwegveiligheid)	Communication between driver and movements inspector.	Appendix 23 - 7.1	5.3.1
GSM-R Handhelds ( <i>GSM-R</i> Portofonie)	Operational voice communication (point-to- point and group communication via handhelds at marshalling yards or in tunnels).	Appendix 23 - 7.2	5.5.1
GSM-R Other rail-related voice and data communication GSM-R Andere spoorweggerelateerde voice-en datacommunicatie)	Operational voice communication (point-to- point via handhelds at marshalling yards or in tunnels), and data communication.	Appendix 23 - 7.2	5.5.1

Name	Function	For explanation	Listed in section	
		see		
SpoorWeb	Handling and communication in case of calamities.	Appendix 23 - 8.1 Appendix 23 - 8.2	5.3.1	
Tailor-made incident data	Provision of tailor-made incident data.  - Current Standard Obstruction Measures  - Applied obstruction measures  - Data related to an undesired event, limited to a specific titleholder	Appendix 23 - 8.2	5.5.2	
ICDOC	This platform contains information relating to the handling of incidents and calamities, such as handling scenarios, travel guidance, on- call duty information and seasonal measures.	Appendix 23 - 8.3	2.5 6.3.1	
Information for intervention purp	poses			
Provision of planning and performance information according to TSI TAF/TAP standard	Provision of planning and performance information on the basis of the TSI TAF/TAP messages.	Appendix 23 - 9.1	4.2.3 4.8 5.3.1 6.2.4	
Spoorviewer	Real-time information on train movements.	Appendix 23 - 9.1	5.3.1 5.5.2	
MeekijkVOS	View functionality in the VOS traffic control system, making it possible to monitor the course of train services.	Appendix 23 - 9.2	5.5.2	
Punctuality map ( <i>Punctualiteitskaart</i> )	Real-time graphical insight into the current situation of punctuality of passenger train services.	Appendix 23 - 9.2	5.5.2	
Provision of planning and performance information according to NL standard	Provision of real-time traffic plan data, related changes to the train service and performance information.	Appendix 23 - 9.2	5.5.2	
Provision of rolling stock and train position service (MTPS, Levering van Materieel- en Treinpositie Service)	The provision of real-time data on train positions on the basis of train detection systems.	Appendix 23 - 9.2	5.5.2	
Train Information System (TIS)	Real-time information on movements of international passenger trains and national and international freight trains.	Appendix 23 - 9.3	2.3.11	
NDOV desk (NDOV Loket)	Provision of planned and real-time travel information (passenger traffic), fares, public transport zones and stop accessibility.	Appendix 23 - 9.3	0	
Information on and coordination	of the delivered performance			
Train service report ( <i>Rapportage Treindienst</i> )	Standard reports and provision of data on train service performance.	Appendix 23 - 10.1	5.3.1	
Monitoring-Approval ( <i>Monitoring-Fiatteren</i> )	Possibility to accept or reject the causes of train deviations registered by ProRail.	Appendix 23 - 10.2	5.3.1	
Information on train service performance: tailor-made reports, provision of data and analyses	Tailor-made report, provision of data and analysis of the train service performance.	Appendix 23 - 10.3	5.5.2	
TOON	Information on realised/historic train movements	Appendix 23 - 10.3	5.5.2	
Sherlock	Support in the analysing of train performances	Appendix 23 - 10.3	5.5.2	



Name	Function	For explanation see	Listed in section
WILD and Hotbox detection systems	Provision of the various monitoring data on, for example, axle loads and wheel temperatures of passing railway vehicles.	Appendix 23 - 11.1	5.5.2 7.3.7
ERTMS Key Management Centre (KMC)	Application for requesting an ERTMS communication encryption key needed to run on ERTMS level-2 route sections.	Appendix 23 – 11.2	2.3.13.1 3.4.1
European Register of Authorised Types of Vehicles (ERATV)	The European register of authorised types of railway vehicles (via ERA).	Appendix 23 – 11.3	3.4.1
Information on Network Stateme	ents and Corridor Information Documents		
Network and Corridor Information Platform (NCI)	The publication channel for online access, search and comparison of the Network Statements and Corridor Information Documents of all European infrastructure managers (via RailNetEurope).	Appendix 23 - 12.1	1.5.3
General			
Logistics Portal	Publication channel for operational regulations and other documentation relevant to titleholders.	Appendix 23 - 13.1	1.4

#### **ProRail browser policy**

In cases where ProRail provides an application (or: user interface), it is only offered on supported browsers and platforms. ProRail supports the following browser versions:

Mobile browser	OS	Version
Safari	iOS	Latest two
Chrome	iOS / Android	Latest two
Edge (Chromium)	iOS / Android	Latest two
Desktop browser	OS	Version
Chrome	Windows / Linux	Latest two
Edge	Windows	Latest two

#### ProRail applications access policy

In order to guarantee secure cooperation in terms of cybersecurity (see also the NIS2 directive), ProRail has chosen to use Multi Factor Authentication based on a Microsoft account for access to the ICT and information services offered by ProRail. The term ProRail uses for this is 'access based on a business to business account' (B2B account for short). New ICT services will, if possible, be directly accessible via a business-to-business account. For existing services, this form of logging in will be set up if possible. For business use of a Microsoft account, costs are charged to the titleholder by Microsoft.

#### **ProRail Privacy Policy**

All ProRail ICT and information services that use personal data have been assessed against the General Data Protection Regulation (GDPR). These services are included in ProRail's central processing register. If a third party is involved in the processing of personal data, ProRail has entered into a processing agreement with this party, which is also recorded in this processing register. The Data Protection Officer

supervises this process. For further information about how ProRail handles personal data, ProRail refers to the <a href="https://example.com/Privacy\_Statemen">Privacy\_Statemen</a>t on its website.



- 1 Description of the ICT and information services relating to the railway infrastructure and/or service facilities
- 1.1 Description of the ICT and information services relating to the railway infrastructure as part of the train path service

	Information about railway infrastructure as part of the train path service						
		1. General information					
1.1	Facility	The train path service falling under Category 1 of Annex II to Directive 2012/34/EU (minimum access package).					
		The train path service includes the ICT service RailMaps, which can be used to obtain information about the railway infrastructure.					
1.2	Provider	ProRail Control of the Control of th					
1.3	Term of validity	The train path service (and thus also RailMaps) is offered during the term of the Network Statement.					
		2. Function					
		RailMaps is the ProRail-wide viewer for geographical data. Information on the map can be consulted for a wide variety of objects. There is a special group of preselected map layers for railway undertakings.					
		Some examples of the data available in RailMaps:					
		<ul> <li>Railway objects such as points, branch sections (+ maximum local speeds), buffer stops, signals, matrix indicators, buildings with regard to power supply and refuelling facilities.</li> </ul>					
2.1	Description	<ul> <li>Route section videos providing information on structures located on and along the route section, as well as in the immediate surroundings of the railway line. The video images can be used, among other things, for the remote surveillance of local situations.</li> </ul>					
		<ul> <li>Topographical data, such as noise barriers, access gates, escape doors, rail track (anti-icing, washing area, work pit), road-rail access points, level crossings, structural works and buildings.</li> </ul>					
		<ul> <li>Schematic drawings (Infra-Atlas is the source of this data).</li> <li>Other data such as slope data, track distances and aerial photographs.</li> </ul>					
		The provision of specific tailor-made information on the functionality of the railway infrastructure is possible from Infra-Atlas, see Appendix 23, section 1.2.					
		Description of the facility					
3.1	Locations	N/A					
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined).					
2 4 2	Tachnical characteristics	Availability of helpdesk: during working days from 07:00 – 17:00.  The application is made available by magne of authorization via the laternat.					
	Technical characteristics Planned changes	The application is made available by means of authorisation via the Internet.  There are no planned changes.					
5.1.5	i idililou olidliges	4. User costs					
4.1	Information related to the user charge	This application is provided as part of the train path service, see section 5.3.1 <i>Train path</i> .					
4.2	Information relating to the discount on the user charge	N/A					
		5. User conditions					
		The user accepts RailMaps' disclaimer:					
5.1	Legal requirements	https://www.spoordata.nl/informatieproducten/railmaps/disclaimerhttps://prorailbv.sharepoint.com/teams/T2017 0069/bieb1/disclaimer.pdf.					
5.2	Technical requirements made of railway vehicles	N/A					
5.3	Independent use	N/A					
-							



	Information about railway infrastructure as part of the train path service			
5.4	IT systems	The applications can be accessed from any computer with an internet connection and a browser supported by ProRail. RailMaps can also be accessed by existing users via Logistics Portal -> Applications.		
		6. Capacity request		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a customer of ProRail:  If you, as railway undertaking, are not yet a customer of ProRail, click <a href="here">here</a> for further information on the request procedure.  If your company is already a customer of ProRail, but you do not yet have an account, request one via your company administrator.  If you have a ProRail account, you can apply for access to an application via <a href="here">IDM</a> .		
6.2	Handling time	Available immediately upon request.		
6.3	Information on capacity availability and TCRs	N/A		

### 1.2 Description of ICT and information services relating to railway infrastructure and/or service facilities falling under ancillary services

	Information on railway infrastructure and/or service facilities falling under ancillary services			
	1. General information			
		These services fall under Category 4 of Annex II to Directive 2012/34/EU (ancillary services).		
1.1	Facility	The following ICT and information services are part of the ancillary services (provision of additional information) and provide information on railway infrastructure and/or service facilities: <i>Provision of tailor-made railway infrastructure data via Infra-Atlas</i> and <i>Provision of Geodata</i> .		
1.2	Provider	ProRail		
1.3	Term of validity	The services are offered during the term of the Network Statement.		
		2. Function		
		The following ancillary ICT and information services are available to titleholders to obtain information on the railway infrastructure and/or about service facilities:		
2.1	Description	Provision of tailor-made railway infrastructure data via Infra-Atlas: Comprises the provision of specific information on the railway infrastructure from Infra-Atlas. This may be a specific question about a cross-section, about functionality or about issues related to IRS IAUF (Interface Requirement Specification - Infra-Atlas Exchange Format).		
		Provision of Geodata: Provision of real-time GPS/RD data from Naiade/Infra-Atlas with respect to the ProRail base map, Transfer Facilities, the ProRail Area Classifications and the Reference System. As soon as infrastructural changes are implemented in the mentioned systems, they are immediately communicated through the provision of GeoData. The message flow provides the user with a direct view of the infrastructure.		
		3. Description of the facility		
3.1	Locations	N/A		
		Provision of tailor-made railway infrastructure data via Infra-Atlas: On request, depending on specific wishes.		
3.1.1	Availability	Provision of Geodata:  - Availability of publication: 7x24 hours (subject to fixed times for maintenance to be determined).  - Availability of service desk: during working days from 08:00 – 17:00.		
3.1.2	Technical characteristics	Provision of tailor-made railway infrastructure data via Infra-Atlas: One or more data files (text files).		



	Information on railway infrastructure and/or service facilities falling under ancillary services		
		Provision of Geodata:	
		Push messages.	
3.1.3	Planned changes	There are no planned changes.	
		4. User costs	
		Provision of tailor-made railway infrastructure data via Infra-Atlas:	
		The use of this application is free of charge.	
4.1	Information related to		
	the user charge	Provision of Geodata:	
		The use of this application is free of charge.	
	Information relating to		
4.2	the discount on the user	N/A	
	charge		
	5. User conditions		
5.1	Land reminerate	The access and service level agreements are part of the Access Agreement, the model	
5.1	Legal requirements	of which can be found on the ProRail website.	
5.2	Technical requirements	N/A	
5.2	made of railway vehicles		
5.3	Independent use	N/A	
5.4	IT systems	The data is provided via the Internet.	
	6. Capacity request		
6.1	Access request	Via ICT and information services (informatiediensten@prorail.nl).	
6.2	Handling time	Requests will be processed within ten working days.	
6.3	Information on capacity availability and TCRs	N/A	

### 1.3 Description of publication systems relating to railway infrastructure and/or service facilities

	Publication systems relating to railway infrastructure and/or service facilities			
		1. General information		
1.1	Facility	Information on railway infrastructure and/or service facilities can be obtained through the Rail Information Portal publication system.		
		The Rail Information Portal is the source system for information on train safety and train control.		
1.2	Provider	ProRail		
1.3	Term of validity	Access to the Rail Information Portal is offered during the term of the Network Statement.		
		2. Function		
2.1	Description	The Rail Information Portal is the publication system of various track data, including OBE, BVS and WVK drawings (see Appendix 23, item 3.1). By default, the drawings shown are valid today, but you can also choose a day in the past or a day in the future. The displayed drawings can also be filtered by various meta-information; for example, by traffic control centre or geocode.		
		Description of the facility		
3.1	Locations	N/A		
3.1.1	Availability	<ul> <li>Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined).</li> <li>Availability of service desk: during working days from 08:00 – 17:00.</li> </ul>		
3.1.2	Technical characteristics	The Rail Information Portal can be accessed with an internet connection and a browser supported by ProRail.		
3.1.3	Planned changes	N/A		
		4. User costs		
4.1	Information related to the user charge	There are no additional costs associated with its use.		



	Publication sy	stems relating to railway infrastructure and/or service facilities	
		Multi Factor Authentication based on a Microsoft account is used for access. Microsoft charges the titleholder for the business use of a Microsoft account.	
4.2	Information relating to the discount on the user charge	N/A	
		5. User conditions	
5.1	Legal requirements	N/A	
5.2	Technical requirements made of rolling stock	N/A	
5.3	Independent use	N/A	
5.4	IT systems	Workstation with an internet connection and a browser supported by ProRail. The application can also be accessed by existing users via Logistics Portal> Applications.	
	6. Capacity request		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a customer of ProRail:  If you, as railway undertaking, are not yet a customer of ProRail, click here for further information on the request procedure.  If your company is already a customer of ProRail, but you do not yet have an account, request one via your company administrator.  If you have a ProRail account, you can request access to an application via IDM.	
6.2	Handling time	A maximum handling time of ten working days is set between the request for and granting of access to the application.	
6.3	Information on capacity availability and TCRs	N/A	

### 1.4 Description of ICT and information services relating to the railway infrastructure and/or service facilities of other operators known to ProRail

#### 1.4.1 Rail Facilities Portal (RFP)

The Rail Facilities Portal (RFP) is offered by RailNetEurope. For more information about the Rail Facilities Portal, see the website of RNE <a href="https://railfacilitiesportal.eu/">https://railfacilitiesportal.eu/</a> and/or the list of providers of rail-related services and service facilities known to ProRail on the <a href="ProRail website">ProRail website</a>.

### 1.4.2 Register of Infrastructure (RINF)

The Register of Infrastructure (RINF) is offered by the European Union Agency for Railways (ERA). For more information about the Register of Infrastructure, see the website of era <a href="https://rinf.era.europa.eu/rinf/">https://rinf.era.europa.eu/rinf/</a> and/or the list of providers of rail-related services and service facilities known to ProRail on the <a href="ProRail">ProRail</a> website.

#### 1.4.3 Customer Information Platform (CIP) for Rail Freight Corridors

The Customer Information Portal (CIP) is offered by RailNetEurope. For more information about the Customer Information Portal, see the website OF RNE <a href="https://info-cip.rne.eu/">https://info-cip.rne.eu/</a> and/or the list of providers of rail-related services and service facilities known to ProRail on the ProRail website.



## 2 Description of ICT and information services for simulation purposes falling under ancillary services

### 2.1 Description of ICT and information services related to simulation environments falling under ancillary services

	Simulation environments falling under ancillary services			
	1. General information			
1.1	Facility	These services fall under Category 4 of Annex II to Directive 2012/34/EU (ancillary services).  The following simulation environments are available as ancillary services (provision of additional information): Flexible Rail Infrastructure Simulation Environment (FRISO),		
		NEO Simulation and ProRail ERTMS Integration Lab (PREI).		
1.2	Provider	ProRail		
1.3	Term of validity	The services are offered during the term of the Network Statement.		
		2. Function		
		The following ancillary ICT and information services are available to railway undertakings for the purpose of simulation:		
		Flexible Rail Infra Simulation Environment (FRISO, Flexibele Rail Infra Simulatie Omgeving):  Through simulation of the train service, FRISO provides insight into the quality of future and current timetables on a national or local scale. Impact of daily variation and interaction between trains due to infrastructure utilisation, route claims and/or connections can be visualised and quantified.		
		FRISO can be used for infrastructure studies, capacity, robustness and safety analyses and innovation studies.		
	Description	FRISO is delivered with a basic dataset with which the timetable for the current timetable year can be simulated. This dataset is updated on an annual basis.		
		NEO Simulation: Railway undertakings can request ProRail to carry out a simulation for them using the NEO Simulation. Scenarios are programmed for this purpose, which are then loaded into the simulation environment for testing.		
2.1		ProRail and NS have jointly developed the NEO Simulation. The NEO Simulation can be used to carry out simulations to test, research and evaluate the (safety) effects of innovations on users. This particularly concerns innovations to improve train running. The NEO Simulation is not suitable as a simulator for the training of train drivers.		
		ProRail ERTMS Integration Lab (PREI): Railway undertakings (but also suppliers of ERTMS rolling stock and ERTMS on-board equipment) can submit a request to ProRail to be allowed to use the available facilities of the ProRail ERTMS Integration Lab to perform (chain) integration tests between ERTMS on-board equipment and the ERTMS trackside equipment of the Dutch main railway network. 229 To this end, the Prorail ERTMS Integration Lab shall have a copy of the ERTMS systems as present on the Dutch ERTMS infrastructure, process control system, GSM-R and associated test applications and various interfaces (in accordance with subset 110-111-112). The ProRail ERTMS Integration Lab has various test rooms and also a demonstration room in which the movements inspector's and driver's workstations have been set up to test operational processes in relation to ERTMS.		
		The user is responsible for the test plan, the test leader, the performance of the test and the test report.		

<sup>&</sup>lt;sup>229</sup> Article 6 Implementing Regulation 2018/545

Appendix 23 ICT and information services
Network Statement 2026 - version 1.3 dated 21 November 2025



	Sim	ulation environments falling under ancillary services
		The ProRail ERTMS Integration Lab can be used for, among other things:  Trackside Train (pre-)Integration tests, including ESC tests as defined in the CCS TSI and TD/011REC1028  Connection performance tests GSM-R  Transition tests (transitions from ERTMS to ATBEG and vice versa)  Configuration tests  Training and demonstrations
		For further information see Integration Lab   ProRail  3. Description of the facility
3.1	Locations	FRISO: N/A  NEO Simulation: The RailCenter in Amersfoort has a permanent facility that can be used to simulate the train driver's user experience.  ProRail ERTMS Integration Lab (PREI): The ProRail ERTMS Integration Lab is located on the third floor of the Railcenter in Amersfoort.
3.1.1	Availability	Flexible Rail Infra Simulation Environment (FRISO, Flexibele Rail Infra Simulatie Omgeving):  Availability of application: 7x24 hours  Availability of helpdesk: during working days from 09:00 – 17:00.  NEO Simulation and ProRail ERTMS Integration Lab (PREI):  Availability on the basis of agreements made in advance, which are based on a tailor-made offer. A condition is that experts within ProRail with knowledge of the simulator environment are available.
3.1.2	Technical characteristics	Flexible Rail Infra Simulation Environment (FRISO, Flexibele Rail Infra Simulatie Omgeving):  The application is delivered as a stand-alone executable with installer for a recent MS Windows 64 bit environment. The application uses the simulation platform Enterprise Dynamics; access to this platform is granted on the basis of a separate licence. This licence can be supplied (see 4.1 for licence fees) or use can be made of already existing licences.  Software requirements  Access to simulation platform Enterprise Dynamics Microsoft.NET Framework 4.0 SQL Server Express 2019: you can also choose to use a separate SQL server.  Microsoft.NET Framework 4.0  SQL Server Express 2019: you can also choose to use a separate SQL server.  Microsoft.NET Framework 4.0  SQL Server Express 2019: you can also choose to use a separate SQL server.  Microsoft.NET Framework 4.0  SQL Server Express 2019: you can also choose to use a separate SQL server. In that case, the following two redistributables from the Microsoft® SQL Server® 2012 Feature Pack must be installed (64bit):  Microsoft® System CLR Types for Microsoft® SQL Server® 2012  Microsoft® SQL Server® 2012 Shared Management Objects  When installing FRISO, the interaction with the Enterprise Dynamics simulation platform is automatically included for the purpose of online activation. Activation of the licence is necessary after installation.  NEO Simulation:  Titleholders are offered the opportunity to carry out a simulation together. The simulation takes place at the fixed facility in the RailCenter.  ProRail ERTMS Integration Lab (PREI):  Access to the systems - including an ERTMS infrastructure environment and Test Control Logging (TCL) - and the support of employees of the ProRail ERTMS Integration

	Simulation environments falling under ancillary services			
		Flexible Rail Infra Simulation Environment (FRISO) and NEO Simulation There are no planned changes.		
3.1.3	Planned changes	ProRail ERTMS Integration Lab (PRI ProRail is currently further development which will enable more test scenare possibilities with regard to testing in the ProRail ERTMS Integration A new test environment (baseline programme, see Appendix 10)	oing its own ProRail rios to be handled ir transitions (see sec Lab are being expa	n the future. For example, the tion 2.3.13 <i>Safety systems</i> ) <sup>230</sup> nded.
		4. User costs		
4.1	Information related to the user charge	programme, see Appendix 10.		
4.2	Information relating to the discount on the user charge	N/A		,
		5. User conditions		
5.1	Legal requirements	The access and service level agreeme the model of which can be found on the	e <u>ProRail website</u> .	
		Agreements on the simulation services agreement.	PREI and NEO Sir	nulation will be laid down in an

The regulations (e.g. the <u>TD/011REC1028</u>) include various ESC types that deal with transition tests. Only the transition to STM-ATBEG is currently available in the PREI, see description under 2.1, the other ESC types are still being worked on.

The stated amounts regarding licence, training and technical support have been determined by the supplier of the Enterprise Dynamics simulation platform and are indicative. When purchasing optional licences, the actual costs will be charged.



	Simulation environments falling under ancillary services			
5.2	Technical requirements N/A made of railway vehicles			
5.3	Independent use	N/A		
5.4	IT systems	Flexible Rail Infra Simulation Environment (FRISO, Flexibele Rail Infra Simulatie Omgeving): Recommended hardware configuration: Processor: 4 GHz+ Quad (or higher) Core Memory: 16GB but more is better Hard disk size: min 20GB available Operating system: Windows 10 Video card: OpenGL® 4.5+ (with 512MB or more)  Necessary software: Microsoft® Excel		
		6. Capacity request		
6.1	Access request	Flexible Rail Infra Simulation Environment (FRISO) and NEO Simulation Via ICT and information services (informatiediensten@prorail.nl).  ProRail ERTMS Integration Lab (PREI): Requests for use of the ProRail ERTMS Integration Lab can be submitted via the request form on prorail.nl or by email via ERTMSlab@ProRail.nl  Note: If it concerns ESC checks in the context of rolling stock approval, the applicant must first contact: inzet.spoorvoertuigen@prorail.nl (see section 3.4.1 Requirements with regard to railway vehicles), before capacity can be requested from the lab.		
6.2	Handling time	Requests will be processed within ten working days.		
6.3	NEO Simulation: An internal employee of a titleholder is always required to set up and run the simulation. The titleholder is responsible for the result to be achieved.  ProRail ERTMS Integration Lab (PREI):			

### 3 Description of the ICT and information services for drivers

### 3.1 Description of ICT and information services for drivers as part of the train path service

	Information for drivers as part of the train path service			
		1. General information		
1.1	Facility	The train path service falling under Category 1 of Annex II to Directive 2012/34/EU (minimum access package).		
	, and the second	The following ICT and information services for drivers are provided as part of the train path service: Signposts (WVK) and Temporary speed restrictions (TSB).		
1.2	Provider	ProRail		
1.3	Term of validity	The train path service (and thus the aforementioned ICT and information services) are provided during the term of the Network Statement.		
	2. Function			
2.1	Description	The following ICT and information services are available to drivers of railway undertakings:		



	Information for drivers as part of the train path service			
		Signposts (WVK, Wegwijzers voor krachtvoertuigpersoneel) Signposts (WVK) provide a graphic overview of the railway infrastructure, tailored to the needs of drivers, to facilitate safe and efficient traffic participation and effective communication with ProRail traffic control. The railway infrastructure concerns at least the entire network centrally controlled by ProRail.		
		Temporary speed restrictions (TSB, Tijdelijke SnelheidsBeperkingen) The publication on temporary speed restrictions is part of the IAM (information to drivers) publication. The information on temporary speed restrictions is shown by placed (L, A and E) signs. The IAM is sent as a weekly and daily publication. The weekly publication contains all speed restrictions applicable during the relevant week. The day publication provide supplements and/or changes to the week publication.		
		3. Description of the facility		
3.1	Locations	N/A		
3.1.1	Availability	On request, depending on specific wishes.		
		<ul> <li>Signposts (WVK, Wegwijzers voor krachtvoertuigpersoneel)</li> <li>a) A download of the Signposts (WVK) IN PDF format via the Rail Information Portal application (see Appendix 23, item 1.3). By subscribing to the operating instructions (BVS) in the web portal, you will be informed by email of any changes to the Signposts (WVK).</li> <li>b) A Signposts (WVK) notification with the description of the changes on the position of the rail infrastructure works in XML format.</li> </ul>		
3.1.2	Technical characteristics	Temporary speed restrictions (TSB)  The railway undertaking can on request of this information opt for a TSB at station, regional or national level. Information is provided on route section, direction of travel, time period and applicable speed. It is also possible to make a distinction according to train type, reason and particularities (placement of signs and/or signals).  The railway undertaking receives a PDF file by email.		
2 1 2	Planned changes	The weekly publication is sent on Thursdays at 09.00 and applies to the period from the first following Monday at 04:00 until the next Monday at 04:00. The daily publication is sent daily at 15:30 and applies to the first following day from 04:00 until 04:00 on the next day.  There are no planned changes.		
3.1.3	Flatilied Chariges	4. User costs		
	Information related to	The listed ICT and information services are provided as part of the train path service, see		
4.1	the user charge	section 5.3.1 Train path.		
4.2	Information relating to the discount on the user charge	N/A		
		5. User conditions		
5.1	Signposts (WVK, Wegwijzers voor krachtvoertuigpersoneel)  If the acquired is purchased in XML format, the access and service level agreements form part of the Access Agreement; the model of this can be found on the ProRail website.  Temporary speed restrictions (TSB)			
5.2	Technical requirements	N/A		
5.3	made of railway vehicles Independent use	N/A		
5.4	IT systems	Signposts (WVK, Wegwijzers voor krachtvoertuigpersoneel) One or more data files.		
		5.1.5 1. 1.1.5 10 data 11100.		



	Information for drivers as part of the train path service		
	Temporary speed restrictions (TSB) Internet connection, email account and software program to open PDF files. The data is provided via the Internet. There is a guaranteed transmission, as well as a 24-hour (on-call duty) service.		
		6. Capacity request	
6.1	Access request	Signposts (WVK, Wegwijzers voor krachtvoertuigpersoneel) a) A download of the Signposts (WVK) in PDF format via the Raildocs of ProRail application. b) A description in XML format: via ICT and information services (informatiediensten@prorail.nl).  Temporary speed restrictions (TSB) Via ICT and information services (informatiediensten@prorail.nl).	
6.2	Handling time	Requests will be processed within five working days.	
6.3	Information on capacity availability and TCRs	N/A	

### 3.2 Description of ICT and information services for drivers falling under ancillary services

Information for drivers falling under ancillary services				
	1. General information			
1.1	Facility	These ICT and information services fall under Category 4 of Annex II to Directive 2012/34/EU (ancillary services).  Within the ancillary services (provision of additional information), the following ICT and information services are offered to support drivers: RouteLint and ORBIT.		
1.2	Provider	ProRail		
1.3	Term of validity	The services are offered during the term of the Network Statement.		
		2. Function		
		The following supporting ICT and information services are available to support drivers:		
2.1	Description	RouteLint: RouteLint provides the driver with dynamic journey information on the current track occupation on his route. As a result, the driver receives data on trains that are running ahead and the train behind it that is being obstructed. RouteLint also provides information on inserting, branching and intersecting trains and the current delay of the trains on the route and planned arrivals, departures and short stops during the journey (the so-called 'service card').  The timetable information shown in the app (the service card) represents only a limited part of the timetable of the displayed train. The complete timetable of the driver as provided by the railway undertaking remains leading.  The RouteLint information service is offered in two modules, namely:  1. The RouteLint Datastream  This datastream comprises train movement information to feed a Driver Advisory System (DAS), such as the RouteLint application.  2. The RouteLint App  The RouteLint App provides a visualisation of the RouteLint Datastream to the driver. This variant can only be purchased in combination with the RouteLint Datastream.  ORBIT:		
		This information service gives a warning to the driver if a stop signal, buffer stop or stop sign is approached at too high a speed in the centrally controlled area.		
		The service consists of the provision of:		



	Inf	ormation for drivers falling under ancillary services
		<ol> <li>Real-time information on the first following controlled stop signal (ESBS) of each train.</li> <li>Application on the hardware in the train.</li> <li>ORBIT monitoring reports and access to the ORBIT Monitoring application.</li> <li>Daily provision of the ORBIT performance data.</li> <li>Implementing the relevant rolling stock data at the railway undertaking's request.</li> <li>The possibility to switch off the sound in the train at the request of the railway undertaking.</li> <li>The possibility to (temporarily) switch off the sound for all or certain signals at the request of the railway undertaking.</li> </ol>
		3. Description of the facility
3.1	Locations	N/A
3.1.1	Availability	<ul> <li>Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined).</li> <li>Availability of service desk: 7x24 hours.</li> </ul>
3.1.2	Technical characteristics	RouteLint Datastream: This datastream is provided in the European standard SFERA.  RouteLint App: This application runs on mobile devices.  ORBIT: Railway undertakings arrange own hardware in the train. The hardware (On Board Unit) is available as a catalogue item from Strukton. If the railway undertaking already has a suitable hardware platform in the train, the ORBIT Train software can alternatively be supplied as a separate component, whereby the railway undertaking itself realises the integration with its own platform. ProRail can support the study and realisation of this alternative.
3.1.3	Planned changes	There are no planned changes.
4.1	Information related to the user charge	<ul> <li>4. User costs</li> <li>The use of these services is subject to a charge.</li> <li>RouteLint Datastream: €0.007349 per forecast train kilometre.</li> <li>RouteLint App: €0.011931 per forecast train kilometre.</li> <li>ORBIT: €0.008243 per forecast train kilometre. This concerns the charge for use, the implementation concerns customisation for which a price proposal is made on request.</li> </ul>
4.2	Information relating to the discount on the user charge	N/A
		5. User conditions
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the ProRail website.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	RouteLint: Provision of the RouteLint Interface to provide the driver with real-time information on his route. The information can be accessed in two ways: via RouteLint Datastream or via a RouteLint App on the device made available by the railway undertaking. The application can also be accessed by existing users via Logistics Portal> Applications.  ORBIT: The railway undertaking shall have appropriate equipment for this purpose.
		6. Capacity request
6.1	Access request	Via ICT and information services ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).  If you want to use ProRail applications, you need a ProRail account as a customer of ProRail:  If you, as railway undertaking, are not yet a customer of ProRail, click here for further information on the request procedure.



	Information for drivers falling under ancillary services		
		If you, as a railway undertaking, are already a customer of ProRail, but you do not yet have an account, request one via your administrator.  If you have a ProRail account, you can apply for access to an application via IDM.	
		If you are already using ORBIT, you can request access to ORBIT's monitoring application, MONA, through IDM.	
		RouteLint Datastream: Requests will be processed within ten working days.	
6.2	Handling time	RouteLint App: A maximum processing time of ten working days has been set for requesting and accessing the application, provided access to the datastream is available.	
		ORBIT: Requests will be processed within ten working days.	
6.3	Information on capacity availability and TCRs	N/A	

### 3.3 Description of ICT and information services for drivers of operators known to ProRail

#### Wegkennisbank

The Wegkennisbank (Network Database) is provided by NedTrain B.V. For further information on this service, see the list of providers of rail-related services and service facilities known to ProRail on the ProRail website.

- 4 Description of ICT and information services for submitting and changing a capacity request and confirming departure as part of the train path service.
- 4.1 Description of ICT and information services for submitting or changing a capacity request and confirming departure as part of the train path service.

Submitting or changing a capacity request and confirming departure as part of the train path service.			
	1. General information		
	The train path service falling under Category 1 of Annex II to Directive 2012/34/EU (minimum access package).		
1.1 Facility	As part of the train path service, the following ICT and information services are offered to submit or alter a capacity request or confirm departure: Capacity requests according to TAF/TAP TSI standard, Order Portal, My Trains, DONNA and Train Number List (TNR).		
	The departure of a freight train can be confirmed via My Trains. Train Number List (TNR) is an ancillary application that displays the valid train numbers that may be used on a specific date by a specific railway undertaking.		
1.2 Provider	ProRail		
1.3 Term of validity	The train path service (and thus the aforementioned ICT and information services) are provided during the term of the Network Statement.		
	2. Function		
	The following ICT services are available for titleholders to submit and alter a capacity request:		
2.1 Description	<ul> <li>Submit capacity requests according to TSI TAF/TAP standard: The submission of capacity requests for train paths, the receipt of offers of train paths, the changing of train paths and cancellation of train paths, border alignment and the changing and cancellation of train paths by ProRail on the basis of the TSI TAF/TAP messages: <ul> <li>The Path Request message (based on section 4.2.2.2 of TSI TAF and 4.2.17.1 of TSI TAP).</li> <li>The Path Details message (based on section 4.2.2.3 of TSI TAF and 4.2.17.2 of TSI TAP).</li> <li>The Path Details Refused message (based on section 4.2.2.5 of TSI TAF and 4.2.17.4 of TSI TAP).</li> <li>The Path Confirmed message (based on section 4.2.2.4 of TSI TAF and 4.2.17.4 of TSI TAP).</li> <li>The Receipt Confirmation message (based on section 4.2.2.8 of TSI TAF and 4.2.17.7 of TSI TAP).</li> </ul> </li> <li>The Path Not Available message (based on section 4.2.2.7 of TSI TAF and 4.2.17.8 of TSI TAP).</li> <li>The Path Cancelled message (based on section 4.2.2.6 of TSI TAF and 4.2.17.6 of TSI TAP).</li> <li>The Path Coordination message (based on European sector agreements).</li> <li>The Error message (based on European sector agreements).</li> </ul> <li>ProRail receives and sends the messages via the Common Interface and uses the Common Reference Data (Location Codes and Company Codes) in the messages.</li> <li>For each message, ProRail determines which data must be provided by the applicants and which data must be sent by ProRail. In addition, ProRail determines per message in which situations it can be used and in which situations it cannot be used.</li> <li>Order Portal (Orderportaal)</li>		



### Submitting or changing a capacity request and confirming departure as part of the train path service. Applicants can use the Order Portal to submit requests for train paths in the Netherlands. In the Order Portal, the train paths created by ProRail are shown to the applicants. In addition to the initial requests, the portal can also be used to submit requests for changes to, and cancellation of, train paths offered by ProRail. Capacity requests can be submitted in the Order Portal for the timetable phase, the ad hoc phase and the traffic control phase. My Trains (Mijn Treinen) My Trains shows by default an overview of all scheduled trains related to the railway undertaking for the next 24 hours (with the option to display all scheduled trains in the VOS allocation plan) and of running trains (with the option for the railway undertaking to easily submit certain intervention requests). For railway undertakings, these include intervention requests such as: Requesting current timetables known to ProRail Requesting train paths (forwarded to Order Portal) Changing train paths (forwarded to Order Portal) Cancelling train paths (takes place automatically via the Order Portal) Forwarding of further message or conditional delay at any handling point Alerts for handling a request, alteration or cancellation of a train path For freight carriers, the following additional functionalities are available: Freight trains check-in (GTI), including alerts Insight into the status of the departure composite, including alerting Alert if a freight train with running characteristic GO does not have a valid departure composition in a timely\* manner. \* Timely depends on the agreements in force at the time. It has been agreed as a start that an alert will be displayed at fifteen minutes before actual transit time at the border or at fifteen minutes before departure in the Netherlands by means of an information button 'No Valid Departure Composition, urgent action required'. Additionally, any railway undertaking can use My Trains to request current timetables. **DONNA** This application concerns the planning, requesting and allocation of all forms of infrastructure use at both network and node level. In DONNA, a titleholder can view the planning and/or make the planning and capacity requests itself, but this work can also be outsourced to a third party. The capacity allocation procedure can be monitored and DONNA gives information on the occupied or available infrastructure capacity up to the time that the planning closes, which is 2 to 4 days before the traffic day. Also available is a standard interface with which all titleholders can establish connections with their systems for personnel, vehicle deployment or management information. **Train Number List (TNR)** Valid train numbers are managed through this application. TNR describes the train numbers that can be used on a specific date by a specific railway undertaking. Domestic train numbers are issued in series. TNR is continuously updated and contains no 'frozen' positions. 3. Description of the facility 3.1 Locations Submit capacity requests according to TSI TAF/TAP standard Availability of application: 7x24 hours (subject to fixed times for maintenance to be

3.1.1 Availability

determined).

• Availability of service desk: 7x24 hours.

Order Portal, My Trains and Train Number List (TNR)

• Availability of facility: 7x24 hours (subject to fixed maintenance periods).



Sub	mitting or changing a	capacity request and confirming departure as part of the train path service.
		Availability of service desk: 7x24 hours.
		<ul> <li>DONNA</li> <li>Availability of facility: 7x24 hours (subject to fixed maintenance periods).</li> <li>Availability of helpdesk: during working days from 07:30 – 17:30.</li> </ul>
		Submit capacity requests according to TSI TAF/TAP standard Possibility to submit capacity requests according to the TSI TAF/TAP standard.
		Order Portal ( <i>Orderportaal</i> ) Access to the capacity requests option within the web-based application GMS <sup>232</sup> , which runs on an Internet browser supported by ProRail.
3.1.2	Technical characteristics	<b>My Trains (Mijn Treinen)</b> Access to the My Trains option within the web-based application GMS, which runs on an Internet browser.
		DONNA An authorisation <sup>233</sup> (DONNA user account and a Citrix account, per user) providing access to the application, and use of the functionalities granted within the scope of the authorisation.
3.1.3	Planned changes	There are no planned changes.
		4. User costs
4.1	Information related to the user charge	The listed ICT and information services are provided from the train path service, see section 5.3.1 <i>Train path</i> .  MultiFactorAuthorisation based on a Microsoft account can be used for access to the Order Portal and My Trains. Costs are charged to the titleholder by Microsoft for business use of a Microsoft account.
4.2	Information relating to the discount on the user charge	N/A
	Ţ	5. User conditions
		Submit capacity requests according to TSI TAF/TAP standard Order Portal and My Trains The access and service level agreements are part of the Access Agreement, the model of which can be found on the <a href="ProRail website">ProRail website</a> .
5.1	Legal requirements	DONNA Any hardware and software modifications are for the user's account (e.g., installation of software for Citrix, Adobe Acrobat Reader, make own systems suitable for standard interface and/or increase hard disk capacity).
0.1	Logar roquironionio	Use of DONNA is subject to the procedures laid down by ProRail.
		Employees of a titleholder with an Access Agreement or Capacity Agreement will be granted an entry account to use DONNA on condition that the employee in question has successfully completed the VVRV exam.
		If this service is terminated, further consultation with ProRail is necessary to ensure that applications can be processed in a different manner. This is because of ProRail's staffing capacity.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	Submit capacity requests according to TSI TAF/TAP standard

GMS is ProRail's Generic HMI (HMI = Human Machine Interface) System. This system forms a single portal for end users within which various functionalities focused on the operation (such as WLIS and the Order Portal) can be launched and handled.

Appendix 23 ICT and information services

An employee can on request be provided with a Cryptocard SoftGrid authentication for login in the ProRail network.



Sub	mitting or changing a	capacity request and confirming departure as part of the train path service.  Communication exclusively takes place between the Common Interface of ProRail the
		Common Interface of the railway undertaking.
		Order Portal, My Trains and Train Number List (TNR) The applications can be accessed from any computer with an internet connection and a browser supported by ProRail. The application can also be accessed by existing users via Logistics Portal> Applications.
		DONNA The application is accessible from any computer with a Citrix Customer, an Internet connection and Edge or Chrome as browser (DONNA may not work well with other browsers) and may also be accessible for existing users via <a href="Logistics Portal">Logistics Portal</a> > <a href="Applications">Applications</a> .
		6. Capacity request
		Submit capacity requests according to TSI TAF/TAP standard Request via ICT and information services (informatiediensten@prorail.nl). Order Portal, My Trains and Train Number List (TNR) If you want to use ProRail applications, you need a ProRail account as a customer of ProRail:
6.1	Access request	<ul> <li>If you, as railway undertaking, are not yet a customer of ProRail, click <a href="here">here</a> for further information on the request procedure.</li> <li>If you, as railway undertaking, are already a customer of ProRail, but you do not yet have an account, request one via your administrator.</li> <li>If you have a ProRail account, you can apply for access to an application via IDM.</li> </ul>
		DONNA  New titleholder: via Account Management, <a href="mailto:accountmanagement@prorail.nl">accountmanagement@prorail.nl</a> Existing titleholder: via the DONNA Service Organisation, <a href="mailto:Donna@prorail.nl">Donna@prorail.nl</a>
		Submit capacity requests according to TSI TAF/TAP standard Requests will be processed within five working days.
		Order Portal, My Trains and Train Number List (TNR) A maximum handling time of ten working days is set between the request for and granting of access to the application.
6.2	Handling time	DONNA  DONNA entry account: Six weeks of training and after positive completion of the VVRV exam, a maximum processing time of five working days is set for application and access.
		DONNA view account: Training of one working day. After training, a maximum processing time of five working days is set for application and access to the application.
6.3	Information on capacity availability and TCRs	N/A

### 4.2 Description of ICT and information services for submitting and modifying a capacity request and confirming the departure of operators known to ProRail

### 4.2.1 Application Path Coordination System (PCS)

The Path Coordination System (PCS) application is supplied by RailNetEurope. For further information on this service, see the supplier's website <a href="http://pcs.rne.eu/">http://pcs.rne.eu/</a> and/or the overview of providers of rail-related services and service facilities known to ProRail on the <a href="ProRail website">ProRail website</a>.

### 4.2.2 The European Capacity Management Tool (ECMT)

The European Capacity Management Tool (ECMT) is an application providing a centralised overview of capacity supply and capacity models of railway lines and routes and is provided by RailNetEurope.



For further information on this service, see the supplier's website <a href="https://rne.eu/it/rne-applications/ecmt/">https://rne.eu/it/rne-applications/ecmt/</a> and/or the overview of providers of rail-related services and service facilities known to ProRail on the ProRail website.

#### 4.2.3 Charging Information System (CIS)

Charging Information System (CIS) is an application providing information on charges related to the use of European rail infrastructure and is provided by RailNetEurope. For further information on this service, see the supplier's website <a href="https://rne.eu/it/rne-applications/cis/">https://rne.eu/it/rne-applications/cis/</a> and/or the overview of providers of rail-related services and service facilities known to ProRail on the ProRail website.

### 5 Description of ICT and information services related to shunting

### 5.1 Description of ICT and information services related to shunting as part of the train path service as well as the stabling and shunting service

	Shunting as part of the train path service as well as the stabling and shunting service		
		1. General information	
		The train path service falling under Category 1 of Annex II to Directive 2012/34/EU (minimum access package).  The stabling and shunting service falls under Category 2 of Annex II to Directive	
1.1	Facility	2012/34/EU.	
		The following ICT services for shunting are offered as part of the train path service as well as the stabling and shunting service:  - LOA-Online,	
		<ul> <li>Wagon Load Information System (WLIS, WagenLading Informatie Systeem)</li> <li>Spoorbezettingsplan</li> <li>Kijfdis.</li> </ul>	
1.2	Provider	ProRail	
1.3	Term of validity	These services (and therefore the ICT and information services mentioned above) are offered during the term of the Network Statement.	
	T	Z. Function     The following ICT services are available to titleholders:	
		LOA-Online An order system with which railway undertakings request shunting routes for assessment by movements inspectors. This gives both the applicant and the assessor the opportunity to submit and assess requests uniformly. The assessor can also use this application to propose an alternative.	
2.1	Description	This application cannot be used at Kijfhoek. For requests for shunting routes at Kijfhoek, contact traffic control (by phone).  WLIS	
		Wagon Load Information System (WLIS) consists of the WLIS applications and the WCM (WLIS Case Management) application.  WLIS applications:	
		In WLIS Departure compositions, railway undertakings can register the departure compositions of freight trains. Departure compositions are delivered via a legal European format, Train Composition Message (TCM).	
		Railway undertakings can register the position of rid wagons on track numbers at marshalling yards in relation to other rid (and non-RID) wagons im WLIS track occupations and in the mobile web application. See also the <i>Manual for supplying load data VL-PRC331</i> on the <u>Logistics Portal.</u>	



	Shunting as part o	f the train path service as well as the stabling and shunting service
		WCM application: In WCM, weekly inspection reports are shared with rail operators. The inspections are carried out by ProRail Incident Control. Railway undertakings can respond to this in the system.
		Railway undertakings are legally obliged to provide ProRail with real-time location data of wagons carrying RID goods. ProRail provides the ICT facility to railway undertakings to be able to deliver the data. ProRail also shares this data with the emergency services in the event of an incidents and with the Ministry of Infrastructure and the Environment in the context of the Basisnet spoor safety regulations.
		Spoorbezettingsplan This application provides a real-time overview of the track occupation of marshalling yards, as well as the planning for the next sixteen hours. In addition, Sopoorbezettingsplan provides an overview of the characteristics of the tracks of those marshalling yards, such as length and type of track. For now, the marshalling yards are limited to the Betuweroute, Havenspoorlijn Rotterdam and Amsterdam Westhaven.
		Kijfdis Kijfdis is the planning and registration system for the shunting hump at Kijfhoek marshalling yard. The system provides the necessary link with the MSR-3 hump control system, offers support in the management of connections schedules, administers wagons on the tracks and provides the interface to WLIS. The application consists of the Kijfdis application itself and the interfaces between the system of the railway undertaking and Kijfdis (vice versa).
		Kijfdis application: Kijfdis is the only system that allows data to be exchanged with the automated hump control system (MSR). The use of Kijfdis is therefore a prerequisite for using the shunting hump. Railway undertakings that carry out the hump shunting process (for themselves and/or for other railway undertakings) are the main users of the system and carry out most of the transactions. They get authorisations to create hump lists and have them handled
		through MSR. Railway undertakings that have the hump shunting process carried out by other railway undertakings are given read permission to monitor the progress of the operations. Wagon movements (via the shunting hump or via own shunting operations) are administered in Kijfdis and these movements are passed on to WLIS (provided the quality of the administration meets the requirements for this).
		Interfaces: Interfaces between Kijfdis and railway undertaking systems (vice versa): Railway undertakings that want to hump shunt wagons at Kijfhoek shall supply the data of their wagons to Kijfdis via a system-specific interface, which is based on the Hermes30 message. Kijfdis provides the composition of wagons on departure (after hump shunting) to the
		railway undertaking system via a system-specific interface. This interface is also based on the Hermes30 message.  As a workaround there is an option to enter the data manually into Kijfdis and/or the own
		system. This task lies with the railway undertaking.  Data from various carriers are distinguished in the system so that it is clear which wagon belongs to which carrier. Access to commercially relevant wagon data is protected from
		third parties.
		3. Description of the facility  Kijfdis only supports the hump shunting process at Kijfhoek
3.1	Locations	Other: N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined).  Availability of service desk: 7x24 hours

	Chunting as next of the train noth convice as well as the stabiling and shunting convice			
	Shunting as part of the train path service as well as the stabling and shunting service			
		WCM application: Supported only during weekdays from 08:00 - 17:00.		
	Technical characteristics	The listed ICT services can be accessed via a ProRail-supported browser.		
3.1.3	Planned changes	No planned changes		
		4. User costs		
		These ICT and information services are provided as part of the train path service, see section 5.3.1 <i>Train path</i> .		
4.1	Information related to the user charge	WLIS applications:  MultiFactorAuthorisation based on a Microsoft account can be used to access WLIS  Departure Compositions and WLIS Track Occupations. Costs are charged to the titleholder by Microsoft for business use of a Microsoft account.		
		<b>Kijfdis:</b> The charge for using the Kijfdis ICT service is included in the tariff for the stabling and shunting service, see section 7.3.5.2.1		
4.2	Information relating to the discount on the user charge	N/A		
		5. User conditions		
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the ProRail website.  Correctness of wagon and load data important for safety:  a. The railway undertaking that provides the wagons for hump shunting is responsible for the accuracy of the data provided.  b. The railway commissioning the hump shunting(*) is able to adjust data, and is therefore responsible for adequate and careful management of the accuracy of this data.  c. The railway undertaking that records the shunting operations is responsible for the correct administration of these wagon movements.  (*) Railway undertakings performing the hump shunting (for own trains or for other railway undertakings) have access to some of the wagon and load data of all railway undertakings using the system. This data can only be partially shielded for reasons of process safety.		
5.2	Technical requirements made of railway vehicles	N/A		
5.3	Independent use	The railway undertaking works independently in the system, within the guidelines applicable to system use. The railway undertaking itself is responsible for supervising the work that its own employees perform in the system. For example, the system allows the modification of wagon and load data, under the responsibility of the railway undertaking.  The railway undertaking itself provides first-line support for its own users by appointing core users. These core users are the point of contact within their own organisation for the use of the functionalities and identification of functional problems and requirements. ProRail only provides second-line functional support.  The core users participate in central consultation on desired system adaptations and the testing of new system versions. ProRail provides system training and training		
5.4	IT systems	documentation for end users and core users. Extension of system training to process training is the task and responsibility of the railway undertaking.  The applications can be accessed from any computer with an internet connection and a browser supported by ProRail. The application can also be accessed by existing users via Logistics Portal> Applications.		
		6.Capacity request		
6.1	Access request	<ul> <li>If you want to use ProRail applications, you need a ProRail account as a customer of ProRail:</li> <li>If you, as railway undertaking, are not yet a customer of ProRail, click here for further information on the request procedure.</li> </ul>		



	Shunting as part of the train path service as well as the stabling and shunting service		
		If you, as railway undertaking, are already a customer of ProRail, but you do not yet have an account, request one via your administrator.  If you have a ProRail account, you can apply for access to an application via IDM.  If you have a ProRail account, you can apply for access to an application via IDM.	
6.2	Handling time	A maximum handling time of ten working days is set between the request for and granting of access to the application.	
6.3	Information on capacity availability and TCRs	N/A	

### 5.2 Description of ICT and information services related to shunting as part of the stabling and shunting service

	Shunting as part of the stabling and shunting service			
	1. General information			
1.1	Facility	The stabling and shunting service falls under Category 2 of Annex II to Directive 2012/34/EU.  The Handling and Stabling Data and Information ICT service (BODI) is offered as part of the stabling and shunting service.  Handling and Stabling Data and Information (BODI) is an ICT service that provides ProRail with information on the utilisation of railway yards up to ten years into the future.  This ICT service is intended only for railway undertakings engaged in passenger		
		transport.		
1.2	Service provider	ProRail		
1.3	Term of validity	This ICT service is offered during the term of the Network Statement.		
		2. Function		
2.1	Description	BODI is a tool for carrying out capacity analyses for the handling and (long-term) stabling of rolling stock at passenger yards. The capacity needs of railway undertakings engaged in passenger transport are mapped in the application and compared with the available supply. Such analyses form the basis for identifying capacity bottlenecks and deciding on measures to increase capacity.  For more information on delivering yard utilisation data up to ten years into the future, see section 3.4.6 and Appendix 8, item 1.1.		
		3. Description of the facility		
3.1	Locations	N/A		
3.1.1	Availability	<ul> <li>Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined).</li> <li>Availability of service desk: during working days from 08:00 – 17:00.</li> </ul>		
3.1.2	Technical characteristics	Access to the web-based BODI application, which runs in a web browser.		
3.1.3	Planned changes	N/A		
	4. User costs			
4.1	Information related to the user charge	No charge is levied for the use of this ICT service. MultiFactorAuthorisation based on a Microsoft account is used for access. Costs are charged to the titleholder by Microsoft for business use of a Microsoft account.		
4.2	Information relating to the discount on the user charge	N/A		
	5. User conditions			



5.1	Legal requirements	N/A
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	ITt	As this ICT service is hosted in the Microsoft Cloud, the following are required to use BODI:
J. <del>4</del>	IT systems	A workstation with a modern web browser.
		Accepting the Microsoft Business-to-Business status.
		6. Capacity request
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail:  If your company is not yet a client of ProRail, you can click <a href="here">here</a> for more information about the request procedure.  If your company is already a ProRail client but does not yet have an account, you can apply for one via your company's administrator.  If you have a ProRail account, you can request access to an application via <a href="here">IDM.</a>
6.2	Handling time	A maximum handling time of two weeks applies between the request for and granting of access to the application.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

- 6 Description of ICT and information services for information on and coordination of capacity for works
- 6.1 Description of the ICT and information services for information on and coordination of capacity for works as part of the train path service

	Information on and coordination of capacity for works as part of the train path service				
	1. General information				
1.1	Facility	The train path service falling under Category 1 of Annex II to Directive 2012/34/EU (minimum access package).			
		As part of the train path service, the ICT and information services Btd-planner, Btd-planner reports, TCR map and TCR files are provided, services that allow information on coordinating on capacity for works.			
1.2	Provider	ProRail			
1.3	Term of validity	The train path service (and thus the aforementioned ICT and information services) are provided during the term of the Network Statement.			
		2. Function			
		The following ICT and information services are available to titleholders to obtain information on and/or coordinate capacity for works:			
2.1	Description	Btd-planner: In this application, the coordination with the parties (contractors/railway undertakings/ProRail) takes place with regard to both incidental TCRs and volume TCRs (weekly TCRs) in the context of the application and allocation process. The BTD-planner also provides all relevant information on the status of both weekly and incidental TCRs. This application can only be used by representatives of the parties that play an active role in the creation of the capacity allocation for management in this process.			



	Information on and	I coordination of capacity for works as part of the train path service
		Btd-planner reports (Btd-planner Rapportage): This application reflects the data recorded in Btd-planner and allows users to obtain overviews, both for incidental TCRs and volume TCRs (weekly TCRs) for management.
		TCR map ( <i>Buitendienststellingskaart</i> ): Geographical representation of all planned TCRs in the Netherlands. This application should only be used as a tool, the information from Btd-planner or Btd-planner reports is leading.
		TCR files (Buitendienststellingsdossiers): Recording of agreements and thereby communicating ProRail's planned reduced availability of railway infrastructure if necessary for carrying out repair activities on that railway infrastructure in the short term (<36 hours).
		3. Description of the service
3.1	Locations	N/A
3.1.1	Availability	<ul> <li>Availability of facility: 7x24 hours (subject to fixed maintenance periods).</li> <li>Availability of service desk:         <ul> <li>Btd-planner and TCR files: 7x24 hours.</li> <li>Btd-planner reports &amp; TCR map: during weekdays from 08:00 - 18:00.</li> </ul> </li> </ul>
3.1.2	Technical characteristics	All the above applications can be accessed via an external ProRail account.  Access to TCR files is via the web-based application GMS, which runs in an web browser.
3.1.3	Planned changes	There are no planned changes.
		4. User costs
4.1	Information related to the user charge	All mentioned applications are provided from the train path service, see section 5.3.1 <i>Train path</i> .  MultiFactorAuthorisation based on a Microsoft account can be used to access TCR files.  Costs are charged to the titleholder by Microsoft for business use of a Microsoft account.
4.2	Information relating to the discount on the user charge	N/A
		5. User conditions
5.1	Legal requirements	One day's training is required to use Btd-planner.  The access and service level agreements are part of the Access Agreement, the model of which can be found on the <a href="ProRail website">ProRail website</a> .
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	All the above applications are accessible from any computer with a Windows OS, recent browser Chrome or Edge and an Internet connection. The application can also be accessed by existing users via <a href="Logistics Portal"><u>Logistics Portal&gt; Applications</u></a> .
		6. Capacity request
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a customer of ProRail:  If you, as a titleholder, are not yet a customer of ProRail, you can click <a href="here">here</a> for further information on the request procedure.  If your company is already a customer of ProRail, but you do not yet have an account, request one via your company administrator.  If you have a ProRail account, you can apply for access to an application via <a href="here">IDM</a> .
6.2	Handling time	A maximum handling time of ten working days is set between the request for and granting of access to the application.
6.3	Information on capacity availability and TCRs	N/A



## 7 Description of the ICT and information services related to communication

### 7.1 Description of the ICT and information services related to communication as part of the train path service

	Communication, part of the train path service			
1. General information				
1.1	Facility	The train path service falling under Category 1 of Annex II to Directive 2012/34/EU (minimum access package).		
		As part of the train path service, ProRail provides the ICT service <i>GSM-R Voice Rail Safety</i> that facilitates communication between the train driver and traffic control.		
1.2	Provider	ProRail		
1.3	Term of validity	The train path service (and therefore the GSM-R Voice Rail Safety service) is offered during the term of the Network Statement.		
		2. Function		
2.1	Description	<ul> <li>GSM-R Voice Rail Safety is the radio communication system for the purpose of railway safety and offers the following features:</li> <li>Conversations between traffic control and drivers on the basis of train number.</li> <li>Receipt by drivers of general calls by traffic control.</li> <li>Sending of alarm calls by drivers to traffic control and vice versa.</li> <li>All conversations are recorded for safety purposes.</li> <li>A GSM-R connection also allows for use of foreign GSM-R networks. Railway undertakings with foreign GSM-R SIM cards can also make use of the ProRail GSM-R network.</li> </ul>		
		3. Description of the service		
3.1	Locations	N/A		
3.1.1	Availability	<ul> <li>Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined).</li> <li>Availability of service desk: 7x24 hours.</li> </ul>		
3.1.2	Technical characteristics	A SIM card is required for connection to the ProRail GSM-R network. ProRail makes SIM cards available.		
3.1.3	Planned changes	There are no planned changes.		
		4. User costs		
4.1	Information related to the user charge	All mentioned applications are provided from the train path service, see section 5.3.1 <i>Train path.</i>		
4.2	Information relating to the discount on the user charge	N/A		
	<u> </u>	5. User conditions		
5.1	Legal requirements	ProRail reserves the right to set off external costs in case of misuse of the GSM-R service.  The access and service level agreements are part of the Access Agreement, the model of which can be found on the <a href="ProRail website">ProRail website</a> .		
		The communication between driver and movements inspector is recorded. These audio recordings are used in case of an incident, accident or dangerous situation, but also for e.g. training purposes and improving operating processes. For further information see the privacy statement of ProRail on <a href="https://www.prorail.nl">www.prorail.nl</a> . Railway undertakings are obliged to inform their drivers about this.		
5.2	Technical requirements made of railway vehicles	N/A		
5.3	Independent use	N/A		
5.4	IT systems	The railway undertaking requires appropriate equipment and a SIM card connection to the GSM-R network. Type-approved equipment must be used.		



	Communication, part of the train path service				
6. Capacity request					
6.1	Access request	SIM card request via ICT and information services (informatiediensten@prorail.nl).			
6.2	Handling time	A maximum handling time of ten working days has been set between the request for and delivery of the GSM-R SIM card.			
6.3	Information on capacity availability and TCRs	N/A			

### 7.2 Description of ICT and information services related to communication falling under ancillary services

	Communication falling under ancillary services				
	1. General information				
1.1	Facility	These services fall under Category 4 of Annex II to Directive 2012/34/EU (ancillary services).  The following ICT and information services are available as ancillary services (provision of additional information) for communication: GSM-R Handhelds and GSM-R Other rail-related voice and data communication.			
1.2	Provider	ProRail			
1.3	Term of validity	The said ICT and information services are provided during the term of the Network Statement.			
		2. Function			
	Description	The following ancillary ICT and information services are available to railway undertakings for the purpose of communication:			
2.1		GSM-R Handhelds (GSM-R Portofonie): Operational voice communication (point-to-point and group communication via handhelds at marshalling yards or in tunnels). The Voice Rail Safety service is also supported within GSM-R Handhelds.			
		GSM-R Other rail-related voice and data communication Operational voice communication (point-to-point via handhelds at marshalling yards or tunnels) and data communication (text, circuit switched or packet switched for telemetry applications).			
		3. Description of the facility			
3.1	Locations	N/A			
3.1.1	Availability	N/A			
3.1.2	Technical characteristics	A SIM card is required for connection to the ProRail GSM-R network. ProRail makes SIM cards available.			
3.1.3	Planned changes	There are no planned changes.			
		4. User costs			
4.1	Information related to the user charge	On request, depending on specific wishes (see section 5.5.1 <i>Access to the telecommunications network</i> ).			
4.2	Information relating to the discount on the user charge	N/A			
		5. User conditions			
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the <a href="ProRail website">ProRail website</a> .			
5.2	Technical requirements made of railway vehicles	N/A			
5.3	Independent use	N/A			
5.4	IT systems	The railway undertaking requires appropriate equipment and a SIM card connection to the GSM-R network. Type-approved equipment must be used.			
		6. Capacity request			



		Communication falling under ancillary services
6.1	Access request	Via ICT and information services (informatiediensten@prorail.nl).
		Ten working days for delivery of the GSM-R SIM card.
6.2	Handling time	Depending on the complexity of the request, the delivery time is a maximum of three
		months.

- 8 Description of the ICT and information services for viewing and coordinating incidents and calamities
- 8.1 Description of the ICT and information services for viewing and coordinating incidents and calamities as part of the train path service

	Viewing and coordinating incidents and calamities as part of the train path service			
	1. General information			
1.1	Facility	The train path service falling under Category 1 of Annex II to Directive 2012/34/EU (minimum access package).  As part of the train path service, the ICT service SpoorWeb is offered for information on coordinating incidents and contingencies.		
1.2	Provider	ProRail		
1.3	Term of validity	The train path service (and thus SpoorWeb) is offered during the term of the Network Statement.		
		2. Function		
2.1	Description	In the event of disruptions, ProRail and the railway undertakings shall communicate via the SpoorWeb application about the handling of the disruption. Other affected parties, including contractors and public emergency services, are also informed by ProRail from SpoorWeb. This provides all parties involved with central access to all important information on a disruption, such as the affected railway infrastructure, the anticipated end time as well as information on cancelled and rerouted trains.		
		The user type (view/change) can be set per employee, according to the customer's specifications.		
		Description of the facility		
3.1	Locations	N/A		
3.1.1	Availability	<ul> <li>Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined).</li> <li>Availability of service desk: 7x24 hours.</li> </ul>		
3.1.2	Technical characteristics	Access to the web-based SpoorWeb application, which runs within a browser guaranteed by ProRail.		
3.1.3	Planned changes	There are no planned changes.		
		4. User costs		
4.1	Information related to the user charge	This application is provided as part of the train path service, see section 5.3.1 <i>Train path</i> . Multi Factor Authentication based on a Microsoft account is used for access. Costs are charged to the titleholder by Microsoft for business use of a Microsoft account.		
4.2	Information relating to the discount on the user charge	N/A		
	5. User conditions			
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the <a href="ProRail website">ProRail website</a> .		
5.2	Technical requirements made of railway vehicles	N/A		
5.3	Independent use	N/A		
5.4	IT systems	The application is available from any computer with Chrome as the browser and an Internet connection, and for existing users it can also be accessed via <a href="Logistics Portal&gt; Applications">Logistics Portal&gt; Applications</a> .		



	Viewing and coordinating incidents and calamities as part of the train path service		
		Access to the application is obtained through a Citrix account (personal Business-to-Business account), after which the application can be started with a SpoorWeb account.	
		6. Capacity request	
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a customer of ProRail:  • If you, as railway undertaking, are not yet a customer of ProRail, click <a href="here">here</a> for further information on the request procedure.  • If you, as railway undertaking, are already a customer of ProRail, but you do not yet have an account, request one via your administrator.  If you have a ProRail account, you can apply for access to an application via <a href="here">IDM</a> .	
6.2	Handling time	A maximum handling time of ten working days is set between the request for and granting of access to the application.	
6.3	Information on capacity availability and TCRs	N/A	

## 8.2 Description of ICT and information services related to incidents and contingencies falling under ancillary services

Information on incidents and calamities falling under ancillary services		
		1. General information
		This service falls under Category 4 of Annex II to Directive 2012/34/EU (ancillary services).
1.1 Fac	acility	The ancillary services (provision of additional information) include the provision of information on incidents and calamities through the information service: <i>Provision of tailor-made incident data</i> and <i>SpoorWeb for titleholders not qualified as railway undertakings</i> .
1.2 Pro	ovider	ProRail
1.3 Tei	erm of validity	The service is offered during the term of the Network Statement.
		2. Function
2.1 De	escription	The following ancillary ICT service is available to railway undertakings for the purpose of information on incidents and calamities:  Provision of tailor-made incident data (on condition that the data are available in SpoorWeb). These data can be read into own applications or used for analysis purposes.  The following datastreams are delivered:  Current standard obstruction measures (including image)  Applied obstruction measures  Data related to an undesired event, limited to a specific titleholder  The following ancillary ICT service is available to titleholders not qualified as railway undertakings for the purpose of information on incidents and calamities:  SpoorWeb  In the event of disruptions, ProRail and the railway undertakings shall communicate via the SpoorWeb application about the handling of the disruption. Other affected parties, including contractors and public emergency services, are also informed by ProRail from SpoorWeb. This provides all parties involved with central access to all important information on a disruption, such as the affected railway infrastructure, the anticipated end time as well as information on cancelled and rerouted trains.  Titleholders who do not qualify as railway undertakings have a view function so that, in the event of disruptions and delays, they can reschedule more quickly and communicate forecasts to their customers.



	Information on incidents and calamities falling under ancillary services			
		The user type (view/change) can be set per employee, according to the customer's specifications.		
		3. Description of the facility		
3.1	Locations	N/A		
3.1.1	Availability	Provision of tailor-made incident data: Standard Obstruction Measures, daily file delivery (1x per day). Other datastreams on a 7x24 hour basis. Ancillary management services: during office hours.  SpoorWeb:  Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined).  Availability of service desk: 7x24 hours.		
3.1.2	Technical characteristics	Provision of tailor-made incident data: Standard Obstruction Measures are delivered as one or more data files (XML file). Other data is accessed via a direct data link.  SpoorWeb: Access to the web-based SpoorWeb application, which runs within a browser guaranteed by ProRail.		
3.1.3	Planned changes	There are no planned changes.		
		4. User costs		
4.1	Information related to the user charge	Provision of tailor-made incident data:  There are no additional costs associated with its use. However, the set-up costs (on quotation basis) are charged per datastream purchased.  SpoorWeb:  Titleholders not qualified as railway undertakings will be charged €4,415 per account for this application.		
4.2	Information relating to the discount on the user charge	N/A		
		5. User conditions		
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the <a href="ProRail website">ProRail website</a> .		
5.2	Technical requirements made of railway vehicles	N/A		
5.3	Independent use	N/A		
5.4	IT systems	No specific conditions		
		6. Capacity request		
6.1	Access request	Provision of tailor-made incident data:  Via ICT and information services (informatiediensten@prorail.nl).  SpoorWeb:  If you want to use ProRail applications, you need a ProRail account as a customer of ProRail:  If you, as railway undertaking, are not yet a customer of ProRail, click here for further information on the request procedure.  If you, as a titleholder, are already a customer of ProRail, but you do not yet have an account, request one via your administrator.  If you have a ProRail account, you can apply for access to an application via IDM.		
6.2	Handling time  Information on capacity	Provision of tailor-made incident data: Requests will be processed within ten working days.  SpoorWeb: A maximum handling time of ten working days is set between the request for and granting of access to the application.  N/A		
U.J	availability and TCRs			



#### 8.3 Description of publication systems for information on incidents and calamities

	Description of publication systems for information on incidents and calamities			
	1. General information			
1.1	Facility	Information on incidents and calamities can be obtained through the ICDOC publication system.  ICDOC is the railway incidents and calamity platform. The platform was developed for and by the OCCR and can be used by employees of ProRail and railway undertakings.		
1.2	Provider	ProRail		
1.3	Term of validity	Access to this portal is offered during the term of the Network Statement.		
	·	2. Function		
2.1	Description	The platform contains information regarding the handling of incidents and calamities by the above parties, such as handling scenarios, travel guidance, on-call duty information and seasonal measures. The ICDOC also contains updates (including disruptions and works) and the OCCR contact details.		
		3. Description of the facility		
3.1	Locations	N/A		
3.1.1	Availability	<ul> <li>Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined).</li> <li>Availability of service desk: during working days from 08:00 – 17:00.</li> </ul>		
3.1.2	Technical characteristics	ICDOC can be accessed by using a modern web browser.		
3.1.3	Planned changes	N/A		
		4. User costs		
4.1	Information related to the user charge	There are no additional costs associated with its use.		
4.2	Information relating to the discount on the user charge	N/A		
		5. User conditions		
5.1	Legal requirements	N/A		
5.2	Technical requirements made of rolling stock	N/A		
5.3	Independent use	N/A		
5.4	IT systems	Workstation with a modern web browser.		
		6. Capacity request		
6.1	Access request	Access to ICDOC is available via Logistics Portal -> Applications.  ICDOC is accessible to all employees of ProRail and railway undertakings. Access to specific areas on ICDOC can be requested by using the Reports and requests link (Meldingen en aanvragen) on the homepage.		
6.2	Handling time	A maximum handling time of ten working days is set between the request for and granting of access to the application.		
6.3	Information on capacity availability and TCRs	N/A		

#### 9 Description of ICT and information services for intervention purposes

## 9.1 Description of ICT and information services for intervention purposes as part of the train path service



	Information for intervention purposes, part of the train path service			
	1. General information			
		The train path service falling under Category 1 of Annex II to Directive 2012/34/EU (minimum access package).		
1.1	Facility	As part of the train path service, real-time information on train movements, rolling stock and personnel is provided for intervention purposes. This takes place through the publication of <i>Provision of planning and performance information according to TSI TAF/TAP standard</i> and the SpoorViewer application.		
1.2	Provider	ProRail		
1.3	Term of validity	The train path service (and therefore also the publication of planning and implementation information according to TSI TAF/TAP standard and SpoorViewer) is offered during the term of the Network Statement.		
		2. Function		
		The following ICT services are available to railway undertakings:		
	Description	Provision of planning and performance information according to TSI TAF/TAP standard <sup>234</sup> The provision of performance information on the basis of the TSI TAF/TAP messages:     The 'Train running forecast' message (in accordance with section 4.2.4.3 TSI		
2.1		<ul> <li>TAF).</li> <li>The 'Train running information' message (in accordance with section 4.2.4.2 TSI TAF).</li> <li>The 'Train running interruption' message (in accordance with section 4.2.5.2 TSI TAF).</li> </ul>		
		ProRail receives and sends the messages via the Common Interface and uses the Common Reference Data (Location Codes and Company Codes) in the messages.		
		The messages are provided to titleholders on the basis of the Operational Train Number and will in time be replaced with the Train_ID.		
		2) Spoorviewer <sup>235</sup> SpoorViewer provides real-time information on train movements and infrastructure conditions in the Netherlands. SpoorViewer also makes deviations in the planning visible, provides information on all traffic and can zoom in on regional and route section level.		
		3. Description of the facility		
3.1	Locations	N/A		
3.1.1	Availability	<ul> <li>Availability: 7x24 hours (subject to fixed times for maintenance to be determined).</li> <li>Availability of service desk: 7x24 hours.</li> </ul>		
3.1.2	Technical characteristics	Provision of planning and performance information according to TSI TAF/TAP standard ProRail receives and sends the messages via the Common Interface and uses the Common Reference Data (Location Codes and Company Codes) in the messages.  Spoorviewer This is a web application and is accessed by using a modern web browser. SpoorViewer is only available on a personal account basis.		
3.1.3	Planned changes	There are no planned changes.		
		4. User costs		
4.1	Information related to the user charge	These ICT services are provided as part of the train path service, see section 5.3.1 <i>Train path</i> .		
		Spoorviewer		

This information is also provided to tour operators and ticket sellers in accordance with Article 10 of European Regulation 2021/782.

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Based on information displayed in SpoorViewer, no actions may be taken that endanger the safety of people, animals and/or resources.



	Information	on for intervention purposes, part of the train path service
		Multi Factor Authentication based on a Microsoft account is used for access. Business use of a Microsoft Account is charged by Microsoft to the titleholder.
4.2	Information relating to the discount on the user charge	N/A
		5. User conditions
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the <a href="ProRail website">ProRail website</a> .
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	Provision of planning and performance information according to TSI TAF/TAP standard  Communication exclusively takes place between the Common Interface of ProRail the Common Interface of the railway undertaking.  Spoorviewer  The application can be accessed from any computer with a reasonably recent browser and an Internet connection, and for existing users it can also be via Logistics Portal> Applications.
		6. Capacity request
6.1	Access request	Provision of planning and performance information according to TSI TAF/TAP standard via ICT and information services (informatiediensten@prorail.nl).  Spoorviewer If you want to use ProRail applications, you need a ProRail account as a customer of ProRail:  If you, as railway undertaking, are not yet a customer of ProRail, click here for further information on the request procedure.  If you, as railway undertaking, are already a customer of ProRail, but you do not yet have an account, request one via your administrator.  If you have a ProRail account, you can apply for access to an application via IDM.
6.2	Handling time	Provision of planning and performance information according to TSI TAF/TAP standard Requests will be processed within five working days.  Spoorviewer A maximum handling time of ten working days is set between the request for and granting of access to the application.
6.3	Information on capacity availability and TCRs	N/A

## 9.2 Description of ICT and information services for intervention purposes falling under ancillary services

	Information for intervention purposes, falling under ancillary services		
	1. General information		
1.1	Facility	These ICT and information services fall under Category 4 of Annex II to Directive 2012/34/EU (ancillary services).  As an ancillary service, real-time information on train movements, rolling stock and personnel is provided for intervention purposes. This is done through the following applications and publications:	



	Information for intervention purposes, falling under ancillary services		
		The MeekijkVOS application, the Punctuality map application, the publication <i>Provision</i> of planning and performance information according to NL standard and the publication <i>Provision of rolling stock and train position service</i> .	
1.2	Provider	ProRail	
1.3	Term of validity	The services are offered during the term of the Network Statement.	
		2. Function	
2.1	Description	The following ancillary ICT and information services are available to railway undertakings to obtain information for intervention purposes:  MeekijkVOS: This information provides real-time information on train movements of railway undertakings in the Netherlands using a view function in the traffic control system of ProRail by means of the VOS application.  Punctuality map (Punctualiteitskaart): This information service provides real-time graphical information on the punctuality of passenger train services.  Provision of planning and performance information according to NL standard Provision of real-time traffic plan data, related changes to the train service and performance information. The message flow provides the user with a direct view of operations.  Provision of rolling stock and train position service: The provision of real-time data on train positions on the basis of train detection systems. The GPS positions provided by the railway undertaking are enriched with track data and the resulting train and rolling stock positions are made available.  In addition to the railway undertaking's own use for accurate tracking and tracing of its rolling stock, the data is also incorporated into SpoorWeb, creating benefits for the railway undertaking in the form of professionalisation of its incident handling. The ability to determine exact locations means that all parties involved can act more quickly in the event of an incident, thereby limiting (environmental) damage and injury, and possibly	
		even saving lives.	
		3. Description of the facility	
3.1	Locations	N/A	
3.1.1	Availability	<ul> <li>Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined).</li> </ul>	
242	Tank wind above stavistics	Availability of service desk: 7x24 hours.	
	Technical characteristics	N/A	
3.1.3	Planned changes	There are no planned changes.	
		4. User costs	
4.1	Information related to the user charge	<ul> <li>The use of these ICT and information services are subject to a charge:</li> <li>MeekijkVOS: €2,828 per account</li> <li>Punctuality map: no charge.</li> <li>Provision of planning and performance information (NL): €6,983 per connection (this concerns the user charge, the implementation concerns customisation for which a price proposal will be made on request).</li> <li>Provision of rolling stock and train position service: no charge.</li> </ul>	
4.2	Information relating to the discount on the user charge	N/A	
5. User conditions			
5.1	Legal requirements	MeekijkVOS, Provision of planning and performance information according to NL standard and Provision of rolling stock and train position service  The access and service level agreements are part of the Access Agreement, the model of which can be found on the <a href="ProRail website">ProRail website</a> .	
		Punctuality map (Punctualiteitskaart)	



	Information for intervention numbers falling under entitlem, convices		
	Information	n for intervention purposes, falling under ancillary services	
		The formal punctuality score per railway undertaking is determined by the ProRail Performance Analysis Bureau (PAB), the data shown in the map should not be used as a substitute for the PAB reports.	
5.2	Technical requirements made of railway vehicles	N/A	
5.3	Independent use	N/A	
		MeekijkVOS The application is accessible from every computer with a browser and an Internet connection. Access to the MeekijkVOS application is provided via a Citrix account, after which the VOS viewing screens can be started with a VOS viewing account.	
5.4	IT systems	Punctuality map ( <i>Punctualiteitskaart</i> )  The application is accessible from every computer with a recent browser and an Internet connection.	
0.4	11 systems	The application can also be accessed by existing users via <u>Logistics Portal&gt;</u> <u>Applications</u> .	
		Provision of planning and performance information according to NL standard Provision takes place via a direct link.	
		Provision of rolling stock and train position service Data is provided via the Internet (https server in combination with certificates).	
		6. Capacity request	
	Access request	If you want to use ProRail applications, you need a ProRail account as a customer of ProRail:  • If you, as railway undertaking, are not yet a customer of ProRail, click here for	
		further information on the request procedure.  If you, as railway undertaking, are already a customer of ProRail, but you do not	
		yet have an account, request one via your administrator.	
6.1		If you have a ProRail account, you can apply for access to an application via <u>IDM</u> .	
		The punctuality map can be accessed directly via Logistics Portal -> Applications.	
		The publications <i>Provision of planning and performance information (NL)</i> and/or <i>Provision of rolling stock and train position service</i> can be requested via ICT and information services ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).	
	Handling time	A maximum handling time of ten working days is set between the request for and granting of access to MeekijkVOS.	
6.2		Punctuality map: available immediately.	
		Applications for the publications <i>Provision of planning and performance information (NL)</i> and/or <i>Provision of rolling stock and train position service</i> will be processed within five working days.	
6.3	Information on capacity availability and TCRs	N/A	

### 9.3 Description of ICT and information services for the purpose of adjustment, provided by operators known to ProRail

#### 9.3.1 Train Information System (TIS)

The Train Information System (TIS) application provides real-time information on movements of international passenger trains and national and international freight trains and is provided by RailNetEurope. For further information on this service, see the supplier's website <a href="http://tis.rne.eu">http://tis.rne.eu</a> and/or the overview of providers of rail-related services and service facilities known to ProRail on the <a href="ProRail">ProRail</a> website.

#### 9.3.2 NDOV desk (NDOV Loket)

The National Data OV desk is the source for the provision of planned and real-time travel information (from railway undertakings involved in passenger transport), fares, public transport zones and stop accessibility. Through this desk, travel information in the Netherlands is made available as open data with CC0 exemption. For further information on this service, see the supplier's website <a href="https://ndovloket.nl/">https://ndovloket.nl/</a> and/or the overview of providers of rail-related services and service facilities known to ProRail on the <a href="ProRail website">ProRail website</a>.

# 10 Description of the ICT and information services related to the delivered train service performance

10.1 Description of the ICT and information services related to the delivered train service performance as part of the train path service

	Information about the delivered performance as part of the train path service			
	information about the delivered performance as part of the train path service			
		1. General information		
1.1	Facility	The train path service falling under Category 1 of Annex II to Directive 2012/34/EU (minimum access package).		
	,	As part of the train path service, information on the delivered train service performance can be obtained through the information service <i>Standard reporting and provision of data on train service performance</i> .		
1.2	Provider	ProRail		
1.3	Term of validity	The train path service (and thus the information on the performance delivered) is offered during the term of the Network Statement.		
		2. Function		
2.1	Description	<ul> <li>The information system Standard reports and provision of data on train service performance consists of:         <ul> <li>Standard traffic performance report: report on the various performances of the own train service whereby a choice can be made in terms of product options, delivery frequency and variation (detailing and aggregation level of data), see the table below for a more detailed explanation.</li> </ul> </li> <li>Standard monitoring report: a daily standard report with train deviations (registered by ProRail) to be explained from the own train service, classified by causes and magnitude of delay jumps and with safety incidents and related data.</li> <li>Standard provision of traffic performance data: provision of measurement data of the performance of the own train service. The report and data concern the main railway network managed by ProRail, excluding the locally controlled areas.</li> </ul>		
		3. Description of the facility		
3.1	Locations	N/A		
	Availability	Depending on the agreed frequency.		
	Technical characteristics	N/A		
3.1.3		There are no planned changes.		
		4. User costs		
4.1	Information related to the user charge	This application is provided as part of the train path service, see section 5.3.1 <i>Train path</i> .		
4.2	Information relating to the discount on the user charge	N/A		
5. User conditions				
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the <a href="ProRail website">ProRail website</a> .		



	Information about the delivered performance as part of the train path service		
5.2	Technical requirements made of railway vehicles	N/A	
5.3	Independent use	N/A	
5.4	IT systems	The information products are delivered to a standard email address specified by the railway undertaking. From this email address, the authorised customer can distribute the products within his own organisation.	
	6. Capacity request		
6.1	Access request	Via the Performance Analysis Office (PAB@prorail.nl).	
6.2	Handling time	Requests will be processed within five working days.	
6.3	Information on capacity availability and TCRs	N/A	

Detailed explana	Detailed explanation of the standard report on the train service performance				
Products	Explanation	Frequency	Variation		
Monitoring train deviations	Causes and scale of delay jumps, safety incidents and related data	day/week/month/quarter/ year	train series/timetable point/network		
Detailed activities	Planning and realisation times at train number level.	day	train number/activity/timetable point		
Delays	Arrival and departure activities at timetable points per train number in the event that the norm time specified by the customer is exceeded.	day/week	train number/activity/timetable point		
Delay counts	Number of arrival and departure delays at a timetable point in a period.	Week/month/quarter/year	train number/activity/timetable point		
Punctuality	Arrival and departure activities at timetable points per train series within a norm time specified by the customer.	day/week/month/quarter/ year	series/activity/timetable point		
Connections	Transfer possibilities within a specified transfer standard as given by the railway undertaking.	day/week/month/quarter/ year	train number/series/connecting station		
Cancellation	Information on non-realised train arrivals for which no replacement train was inserted	day/week/month/quarter/ year	train number/train series/activity/timetable point		
Orders	Requests for train activities submitted by railway undertakings.	day/week/month	railway undertaking / network		
Tonnages	Tonnages per train whereby a distinction is made between whether the tonnage has been measured or use has been made of the standard weights table	day/week/month	railway undertaking / train number		
Train kilometres	Number of run km per train	Day / week / month	railway undertaking / train number		
Parking	Duration of the parking of freight trains at marshalling yards	Day/week/month	railway undertaking / train number		

## 10.2 Description of ICT and information services information on and coordination of delivered performance as part of the train path service

Information on and coordination of delivered performance as part of the train path service

1. General information



	Information on and c	oordination of delivered performance as part of the train path service
1.1	Facility	The train path service falling under Category 1 of Annex II to Directive 2012/34/EU (minimum access package).  Included as part of the train path service is the Monitoring-Approval information service, which allows the provision of information on delivered performance and further coordination thereof.
1.2	Provider	ProRail
1.3	Term of validity	The train path service (and thus Monitoring-Approval) is offered during the term of the Network Statement.
		2. Function
		Monitoring-Approval enables railway undertakings to actively accept or reject the causes of train deviations (in the Monitoring System) assigned to railway undertakings.
2.1	Description	By doing so, the railway undertaking contributes to the quality of the data and the monitoring process. The data provided by this application can also be used to analyse the own process.
		3. Description of the facility
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined).  Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined).
3.1.2	Technical characteristics	Availability of service desk: during working days from 08:00 – 17:00.  N/A
3.1.3	Planned changes	There are no planned changes.
0.1.0	T latified offariges	4. User costs
4.1	Information related to the user charge	This application is provided as part of the train path service, see section 5.3.1 <i>Train path.</i>
4.2	Information relating to the discount on the user charge	N/A
		5. User conditions
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the <a href="ProRail website">ProRail website</a> .
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	The application is accessible from every computer with a browser and an Internet connection. Access to the Monitoring-Approval application on the ProRail network is provided via a Citrix account. The application can also be accessed by existing users via <a href="Logistics Portal">Logistics Portal</a> > Applications.
		6. Capacity request
6.1	Access request	Via ICT and information services (informatiediensten@prorail.nl).
6.2	Handling time	A maximum handling time of ten working days is set between the request for and granting of access to the application.
6.3	Information on capacity availability and TCRs	N/A

## 10.3 Description of ICT and information services for information on the delivered performance falling under ancillary services

	Information on the delivered performance as ancillary services			
		General information		
1.1	Facility	These ICT and information services fall under Category 4 of Annex II to Directive 2012/34/EU (ancillary services).		
1.1	radinty	As ancillary services (provision of additional information), information on the delivered performance can be obtained by means of the ICT and information services: Tailor-made		

	Informa	ition on the delivered performance as ancillary services	
		reports, provision of data and analyses for information on train service performance, TOON and Sherlock	
1.2	Provider	ProRail	
1.3	Term of validity	The said ICT and information services are provided during the term of the Network Statement.	
		2. Function	
		The following ancillary ICT and information services are available to titleholders to obtain information on the delivered train service performance:	
2.1	Description	Tailor-made reports, provision of data and analyses for information on train service performance:  - Tailor-made reports: tailor-made reports in line with customer requirements on the traffic performance of the own train service (punctuality, connections, cancellation and registered causes of delays). The tailor-made report can include comparisons in terms of location and time, for example.  - Tailor-made provision of data: receipt of tailor-made data on the performance of the own train service.  - Tailor-made analyses: receipt of analyses on the own train service, establishing a relationship between the causes and consequences of traffic performance, punctuality and connections, along with an explanation thereof.  TOON:  This application makes it possible to review realised train movements in relation to the actual infrastructure situation (signal aspect, switch position, route) at a certain point in time at a certain location.  Sherlock:  This application enables further analysis of train performance. The tool collect realisation data from various sources terms and combines these wherever possible. This helps users to gain an integral view of the (train) performance. Sherlock undergoes continuous development and no guarantees can be given as regards the completeness, availability and reproducibility of the	
		processed data.	
		3. Description of the facility	
3.1	Locations	N/A	
		Tailor-made reports, provision of data and analyses for information on train service performance:  On request.	
3.1.1	Availability	on request.	
<b>3</b>	Availability	<ul><li>TOON and Sherlock:</li><li>Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined).</li></ul>	
		- Availability of service desk: working days between 08.00 and 18.00.	
3.1.2	Technical characteristics	Access to the Sherlock application is provided via an external ProRail account.	
3.1.3	Planned changes	There are no planned changes.	
		4. User costs	
	Information related to the user charge	Tailor-made reports, provision of data and analyses for information on train service performance:  No charge is levied for the use of this service.	
4.1		Sherlock: No charge is levied for the use of this service. Agreements will be drawn up with the railway undertaking on the provision of data to meet mutual information needs around railway vehicles, personnel, GPS and defects/disruptions. This information is used by ProRail in automatically determining the cause of disruptions.	
		<b>TOON:</b> The use of this service is subject to a charge of €679 per account.	



	Information on the delivered performance as ancillary services		
4.2	Information relating to the discount on the user charge	N/A	
		5. User conditions	
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the <a href="ProRail website">ProRail website</a> .	
5.2	Technical requirements made of railway vehicles	N/A	
5.3	Independent use	N/A	
5.4	IT systems	Tailor-made reports, provision of data and analyses for information on train service performance:  The information products are delivered to a standard email address specified by the railway undertaking. From this email address, the authorised customer can distribute the products within his own organisation.  TOON and Sherlock: The application can be accessed from any computer with a reasonably recent browser and an Internet connection, and for existing users it can also be via Logistics Portal> Applications.	
		6. Capacity request	
6.1	Access request	Tailor-made reports, provision of data and analyses for information on train service performance:  Via ICT and information services (informatiediensten@prorail.nl).  TOON and Sherlock:  If you want to use ProRail applications, you need a ProRail account as a customer of ProRail:  If you, as railway undertaking, are not yet a customer of ProRail, click here for further information on the request procedure.  If you, as railway undertaking, are already a customer of ProRail, but you do not yet have an account, request one via your administrator.  If you have a ProRail account, you can apply for access to an application via IDM.	
6.2	Handling time	Tailor-made reports, provision of data and analyses for information on train service performance: Requests will be processed within ten working days.  TOON and Sherlock: A maximum handling time of ten working days is set between the request for and granting of access to the application.	
6.3	Information on capacity availability and TCRs	N/A	

# 11 Description of ICT and information services for information on railway vehicles

11.1 Description of ICT and information services for information on railway vehicles falling under ancillary services

Information on railway vehicles falling under ancillary services

1. General information



	Infor	mation on railway vehicles falling under ancillary services
1.1	Facility	This information is service falls under Category 4 of Annex II to Directive 2012/34/EU (ancillary service).  As an ancillary service (provision of additional information), information about the railway vehicles can be obtained through the information service: Provision of various monitoring data from WILD (Wheel Impact Load Detection) and Hotbox detection.
1.2	Provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
1.3	reini or validity	2. Function
2.1	Description	The following ancillary information service is available to titleholders to obtain information on railway vehicles:  Delivery of various monitoring data from WILD (Wheel Impact Load Detection) and Hotbox Detection.  The system is available in three variants:  Provision of high values. Via an email message with Excel file. The data is available at soonest one day after measurement and at latest 5 days after measurement.  Provision of all measurement data. Via a subscription to a FTP server where the raw measurement data is prepared in XML format. This applies to railway vehicles equipped with RFID tags. For railway vehicles equipped with RFID tags, the data are available within minutes. In case of railway vehicles without tags, the data is available at soonest one day after measurement and at latest 5 days after measurement.  Tailor-made reports. Delivery depends on wishes.  More product information on WILD is available at materieelimpact@prorail.nl.  The measurement data refer to the forces and temperatures of wheels and axles. The railway undertaking can use this data for preventive maintenance of its railway vehicles and for steering and controlling its operating processes. For more information, see also section 7.3.7.1 Monitoring railway vehicles.
		In addition to railway undertakings, the Entity in Charge of Maintenance (ECM) can also receive monitoring data from ProRail on request about the quality of the wheels, bogies and axle boxes.
		Description of the facility
3.1	Locations	Measurements are taken at 45 WILD and 31 Hotbox locations.
3.1.1	Availability	<ul> <li>Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined).</li> <li>Availability of service desk: 7x24 hours.</li> </ul>
3.1.2	Technical characteristics	<ul> <li>a) Provision of high values list         A daily list of trains of the relevant railway undertaking that have been measured with higher wheel and axle load and temperature values. The list provides the train number, location and time of the measurement, the axle number, side of the wheel (left or right), the measured speed and the measured values. This variant is offered actively and free of charge to railway undertakings.     </li> <li>b) Provision of all measurement data         An overview (daily or nearly real time) of all measurement data of trains of the relevant the railway undertaking. This includes the following information:         <ol> <li>Peak force</li> <li>Axle load</li> </ol> </li> </ul>
		<ul> <li>3. Skew load</li> <li>4. Train weight</li> <li>5. Train speed</li> <li>6. Temperature of the running surface of the wheels and axle boxes</li> </ul>
3.1.3	Planned changes	<ul><li>3. Skew load</li><li>4. Train weight</li><li>5. Train speed</li></ul>



	Information on railway vehicles falling under ancillary services		
4.1	Information related to the user charge	On request, depending on specific wishes.	
4.2	Information relating to the discount on the user charge	N/A	
		5. User conditions	
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the <a href="ProRail website">ProRail website</a> .	
5.2	Technical requirements made of railway vehicles	N/A	
5.3	Independent use	N/A	
5.4	IT systems	N/A	
	•	6. Capacity request	
6.1	Access request	ProRail – request of reports and data via ICT and information services (informatiediensten@prorail.nl).	
6.2	Handling time	The handling time between the request for and granting of access to the application is:  a) Within one month after request b) Two to three months after request c) Depending on requirements	
6.3	Information on capacity availability and TCRs	N/A	

#### 11.2 Description of the ERTMS Key Management Centre (KMC)

	ERTMS Key Management Centre			
		General information		
1.1	Facility	The ERTMS Key Management Centre (KMC) is an application that can be used to request an ERTMS communication encryption key. This key is necessary to be able to run a railway vehicle on route sections equipped with ETCS/ERTMS Level 2 or higher.		
1.2	Provider	ProRail		
1.3	Term of validity	Access to the ERTMS Key Management Centre is offered during the term of the Network Statement. This application is available to railway undertakings, leasing companies (wagon owners) and rail vehicle suppliers.		
		2. Function		
2.1	Description	<ol> <li>The ERTMS Key Management Centre offers the following two options:</li> <li>Requesting ERTMS communication encryption keys via a web interface.</li> <li>Realising a data link by means of an own application with which ERTMS communication encryption keys can be requested and assigned to users within the applicant's organisation.</li> <li>The relevant user processes regarding the use of the ERTMS Key Management Centre can be accessed via the Logistics Portal.</li> </ol>		
		3. Description of the facility		
3.1	Locations	N/A		
3.1.1	Availability	<ul> <li>Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined).</li> <li>Availability of service desk: during working days from 08:00 – 17:00.</li> </ul>		
3.1.2	Technical characteristics	<ul> <li>The web interface of the ERTMS Key Management Centre is accessed via a modern web browser.</li> <li>The data link for exchange is based on data exchange standard TSI subset 137 (Online Key Management FFFIS).</li> </ul>		
3.1.3	Planned changes	N/A		
	4. User costs			



	ERTMS Key Management Centre		
4.1	Information related to the user charge	Multi Factor Authentication based on a Microsoft account is used for access. Costs are charged to the titleholder by Microsoft for business use of a Microsoft account.	
4.2	Information relating to the discount on the user charge	N/A	
		5. User conditions	
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the <a href="ProRail website">ProRail website</a> .  A separate agreement will be drawn up with titleholders who do not qualify as railway undertakings for the use of this portal.	
5.2	Technical requirements made of railway vehicles	Intended for trains equipped with an ERTMS automatic train control system	
5.3	Independent use	N/A	
5.4	IT systems	As the web interface is hosted in the Microsoft Cloud, the following are necessary to use this portal:  • A workstation with a modern web browser.  • Accepting the Microsoft Business-to-Business status.	
		6. Capacity request	
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a customer of ProRail:  If you, as railway undertaking, are not yet a customer of ProRail, click here for further information on the request procedure.  If your company is already a customer of ProRail, but you do not yet have an account, request one via your company administrator.  If you have a ProRail account, you can apply for access to the web interface via IDM.  In order to use the datastream, contact kmc@prorail.nl.	
6.2	Handling time	The maximum handling time for processing a request for access to the web interface is ten working days.  A handling time of ten working days has been set for processing the request to use the datastream.	
6.3	Information on capacity availability and TCRs	N/A	

### 11.3 Description of ICT and information services for railway vehicle information provided by operators known to ProRail

#### 11.3.1 European Register of Authorised Types of Vehicles (ERATV)

The European Register of Authorised Types of Vehicles (ERATV) is published by the European Union Agency for Railways (ERA). For more information about the ERATV, see the website of ERA <a href="https://eratv.era.europa.eu/eratv/">https://eratv.era.europa.eu/eratv/</a> and/or the list of providers of rail-related services and service facilities known to ProRail on the ProRail website.

## 12 Description of ICT and information services relating to Network Statements and Corridor Information Documents

12.1 Description of ICT and information services relating to Network Statements and Corridor Information Documents of other operators known to ProRail



#### 12.1.1 Network and Corridor Information (NCI) Platform

The Network and Corridor Information (NCI) Platform is offered by RailNetEurope. For more information about the Network and Corridor Information Platform, see the website of RNE <a href="https://info-cip.rne.eu/">https://info-cip.rne.eu/</a> and/or the list of providers of rail-related services and service facilities known to ProRail on the <a href="ProRail website">ProRail website</a>.

#### 13 General

#### 13.1 Description of the publication system Logistics Portal

	Logistics Portal			
	1. General information			
1.1	Facility	The Logistics Portal is a portal on which operational regulations and other documentation relevant to titleholders is published.		
1.2	Provider	ProRail		
1.3	Term of validity	Access to the Logistics Portal is offered during the term of the Network Statement.		
		2. Function		
2.1	Description	<ul> <li>The Logistics Portal contains information on, among other things:</li> <li>Operational matters (such as user manuals, calamity plans and local particulars at marshalling yards).</li> <li>The infrastructure (such as facilities and locations of repair tracks and for emergency repairs).</li> <li>Environmental matters (such as environmental permits and the Environmental Checklist).</li> <li>The capacity allocation.</li> <li>Exceptional Transport and TCRs.</li> <li>See Appendix 6 for a complete overview of documents related to the Network Statement available on the Logistics Portal.</li> <li>In addition, the titleholder with an Access or Capacity Agreement has its own page on the Logistics Portal on which its agreements and invoice specifications are published.</li> </ul>		
		3. Description of the facility		
3.1	Locations	N/A		
3.1.1	Availability	<ul> <li>Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined).</li> <li>Availability of service desk: during working days from 08:00 – 17:00.</li> </ul>		
3.1.2	Technical characteristics	The Logistics Portal is a dedicated Microsoft SharePoint environment that is accessed by using a modern web browser.		
3.1.3	Planned changes	N/A		
		4. User costs		
4.1	Information related to the user charge	Multi Factor Authentication based on a Microsoft account is used for access. Business use of a Microsoft Account is charged by Microsoft to the titleholder.		
4.2	Information relating to the discount on the user charge	N/A		
		5. User conditions		
5.1	Legal requirements	N/A		
5.2	Technical requirements made of rolling stock	N/A		
5.3	Independent use	N/A		

	Logistics Portal		
5.4	IT systems	As the Logistics Portal is hosted in the Microsoft Cloud, the following are required to use this portal:  • A workstation with a modern web browser.  • Accepting the Microsoft B2B collaboration.	
	6. Capacity request		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a customer of ProRail:  If you, as railway undertaking, are not yet a customer of ProRail, click here for further information on the request procedure.  If your company is already a customer of ProRail, but you do not yet have an account, request one via your company administrator.  If you have a ProRail account, you can apply for access to an application via IDM.	
6.2	Handling time	The maximum handling time for a request for access to the Logistics Portal is ten working days.	
6.3	Information on capacity availability and TCRs	N/A	



## Appendix 24 Conditions for use of the traction power supply system (sections 5.3.3 and 5.4.1)

The use of the traction power supply system forms part of the basic access package (category 1 facility). This appendix comprises the terms of delivery for the use of the traction power supply system.

The railway undertaking decide in the Contract of Use whether or not to use the traction power supply system, whereby a distinction is made between the conventional railway network (1500 V DC network), the HSL (25 kV network) and the Betuweroute (25 kV AC network).

Use of the traction power supply system of the conventional railway network (1500 V DC), de HSL (25 kV) en de Betuweroute (25 kV AC)

The railway undertaking wishing to use the traction power supply system is required before contracting the basic access package to provide ProRail:

- With a statement in accordance with the model statement for Consumption and Purchase of Electric Traction Power (see the <u>VIVENS website</u>), which reflects that the railway undertaking has concluded an agreement with at least one power supplier and has fulfilled all relevant contractual obligations.
- A forecast of the consumption of electric traction power during the coming five years, with a
  distinction according to consumption on the conventional railway network, de HSL and the
  Betuweroute.

#### Free choice of traction power supplier

Based on European electricity legislation, enshrined in the Electricity Act, a free choice of electricity supplier applies. ProRail will facilitate free choice of supplier for railway undertakings on its traction network for trains with a validated meter. The commencement date is not yet known (but it will probably only be with effect from 2028).

Until free choice of supplier on the traction network is actually possible, the electricity on ProRail's traction network is purchased jointly by the railway companies through the VIVENS cooperative. A framework agreement has been concluded for this purpose with PZEM Energy Company B.V. This framework agreement runs until January 1, 2028 with the option to extend twice for one year. Each railway undertaking has an individual supply agreement with PZEM during the term of the framework agreement. In addition to the railway undertaking, there is now also the possibility that a cluster of railway undertakings can conclude a supply contract with PZEM.

#### Advance payments and factual charge

ProRail will charge a monthly advance to the railway undertakings using electric traction power. ProRail determines the amount of this advance based on the information at its disposal. ProRail calculates the factual charge for the service in the relevant calendar year and, following expiry of the calendar year, settles this against the paid advances. This takes place as soon as all railway undertakings using electric traction power have provided a consumption statement.

#### Information exchange:

The railway undertaking will, on request, provide ProRail with copies of delivery invoices and cooperate in the annual audit of consumption data by an independent party.

The railway undertaking shall provide ProRail with data per type of electric railway vehicle as described in 2.2, item Appendix 8.



#### Appendix 25 Stations (section 5.3.2 and 7.3.2)

The table below offers an alphabetical list of the available stations, with a classification into one of the station categories 'cathedral', 'mega', 'plus', 'basic' or 'stop' for the purpose of determining the charge. Any newly opened stations not included in the list below are classified as 'basic'.

Name of the station	Station Class
Aalten	basic
Abcoude	basic
Akkrum	stop
Alkmaar	plus
Alkmaar Noord	basic
Almelo	plus
Almelo de Riet	basic
Almere Buiten	basic
Almere Centrum	mega
Almere Muziekwijk	basic
Almere Oostvaarders	basic
Almere Parkwijk	basic
Almere Poort	basic
Alphen aan den Rijn	plus
Amersfoort Centraal	mega
Amersfoort Schothorst	basic
Amersfoort Vathorst	basic
Amsterdam Amstel	mega
Amsterdam Arena	stop
Amsterdam Bijlmer ArenA	mega
Amsterdam Centraal	cathedral
Amsterdam Holendrecht	basic
Amsterdam Lelylaan	plus
Amsterdam Muiderpoort	plus
Amsterdam Rai	basic
Amsterdam Science Park	basic
Amsterdam Sloterdijk	mega
Amsterdam Zuid	mega
Anna Paulowna	basic
Apeldoorn	plus
Apeldoorn De Maten	stop
Apeldoorn Osseveld	basic
Appingedam	stop
Arkel	stop
Arnemuiden	stop
Arnhem Centraal	mega
Arnhem Presikhaaf	basic
Arnhem Velperpoort	basic

Name of the station	Station Class
Arnhem Zuid	basic
Assen	basic
Baarn	basic
Bad Nieuweschans	stop
Baflo	stop
Barendrecht	basic
Barneveld Centrum	basic
Barneveld Noord	stop
Barneveld Zuid	stop
Bedum	stop
Beek-Elsloo	basic
Beesd	stop
Beilen	basic
Bergen op Zoom	basic
Best	basic
Beverwijk	basic
Bilthoven	basic
Blerick	basic
Bloemendaal	basic
Bodegraven	basic
Borne	basic
Boskoop	basic
Boskoop Snijdelwijk	stop
Boven Hardinxveld	stop
Bovenkarspel Flora	stop
Bovenkarspel-Grootebroek	basic
Boxmeer	basic
Boxtel	basic
Breda	mega
Breda Prinsenbeek	basic
Breukelen	basic
Brummen	basic
Buitenpost	basic
Bunde	stop
Bunnik	basic
Bussum Zuid	basic
Capelle Schollevaar	basic
Castricum	basic

Name of the station	Station Class
Chevremont	stop
Coevorden	basic
Cuijk	basic
Culemborg	basic
Daarlerveen	stop
Dalen	stop
Dalfsen	basic
De Vink	basic
De Westereen	stop
Deinum	stop
Delden	stop
Delft	mega
Delft Campus	basic
Delfzijl	stop
Delfzijl West	stop
Den Dolder	basic
Den Haag Centraal	cathedral
Den Haag HS	mega
Den Haag Laan van NOI	plus
Den Haag Mariahoeve	basic
Den Haag Moerwijk	basic
Den Haag Ypenburg	basic
Den Helder	basic
Den Helder Zuid	basic
Deurne	basic
Deventer	plus
Deventer Colmschate	basic
Didam	basic
Diemen	basic
Diemen Zuid	basic
Animals	basic
Doetinchem	basic
Doetinchem De Huet	basic
Dordrecht	mega
Dordrecht Stadspolders	basic
Dordrecht Zuid	basic
Driebergen-Zeist	plus
Driehuis	basic
Dronryp	stop
Dronten	basic
Duiven	basic
Duivendrecht	plus
Echt	basic
Ede Centrum	stop

Name of the station	Station Class
Ede-Wageningen	plus
Eemshaven	stop
Eijsden	stop
Eindhoven Centraal	cathedral
Eindhoven Stadion	stop
Eindhoven Strijp-S	basic
Elst	basic
Emmen	basic
Emmen Zuid	stop
Enkhuizen	basic
Enschede	plus
Enschede De Eschmarke	stop
Enschede Kennispark	basic
Ermelo	basic
Etten-Leur	basic
Eygelshoven	stop
Eygelshoven Markt	stop
Feanwâlden	basic
Franeker	basic
Gaanderen	stop
Geldermalsen	basic
Geldrop	basic
Geleen Oost	stop
Geleen-Lutterade	basic
Gilze-Rijen	basic
Glanerbrug	stop
Goes	basic
Goor	basic
Gorinchem	basic
Gouda	mega
Gouda Goverwelle	basic
Gramsbergen	stop
Grijpskerk	stop
Groningen	mega
Groningen Europapark	basic
Groningen Noord	basic
Grou-Jirnsum	stop
Haarlem	mega
Haarlem Spaarnwoude	basic
Halfweg-Zwanenburg	basic
Harde ('t)	basic
Hardenberg	basic
Harderwijk	basic
Hardinxveld Blauwe Zoom	stop

Name of the station	Station Class
Hardinxveld-Giessendam	basic
Haren	basic
Harlingen	basic
Harlingen Haven	stop
Heemskerk	basic
Heemstede-Aerdenhout	basic
Heerenveen	basic
Heerenveen IJsstadion	stop
Heerhugowaard	basic
Heerlen	basic
Heerlen Woonboulevard	stop
Heeze	basic
Heiloo	basic
Heino	stop
Helmond	basic
Helmond 't Hout	basic
Helmond Brandevoort	basic
Helmond Brouwhuis	basic
Hemmen-Dodewaard	stop
Hengelo	plus
Hengelo Gezondheidspark	stop
Hengelo Oost	stop
Hertogenbosch ('s-)	mega
Hertogenbosch Oost ('s-)	basic
Hillegom	basic
Hilversum	mega
Hilversum Media Park	basic
Hilversum Sportpark	basic
Hindeloopen	stop
Hoensbroek	stop
Hoevelaken	basic
Hollandsche Rading	basic
Holten	basic
Hoofddorp	plus
Hoogeveen	basic
Hoogezand-Sappemeer	basic
Hoogkarspel	basic
Hoorn	plus
Hoorn Kersenboogerd	basic
Horst-Sevenum	basic
Houten	basic
Houten Castellum	basic
Houthem-St.Gerlach	stop
Hurdegaryp	stop

Name of the station	Station Class
IJlst	stop
Kampen	basic
Kampen Zuid	basic
Kapelle-Biezelinge	basic
Kerkrade Centrum	stop
Kesteren	stop
Klarenbeek	stop
Klimmen-Ransdaal	stop
Koog aan de Zaan	basic
Koudum-Molkwerum	stop
Krabbendijke	stop
Krommenie-Assendelft	basic
Kropswolde	stop
Kruiningen-Yerseke	stop
Lage Zwaluwe	stop
Landgraaf	stop
Lansingerland-Zoetermeer	basic
Leerdam	basic
Leeuwarden	plus
Leeuwarden	stop
Camminghaburen	
Leiden Centraal	cathedral
Leiden Lammenschans	basic
Lelystad Centrum	plus
Lichtenvoorde-Groenlo	basic
Lochem	stop
Loppersum	stop
Lunteren	stop
Maarheeze	basic
Maarn	basic
Maarssen	basic
Maastricht	plus
Maastricht Noord	stop
Maastricht Randwyck	basic
Mantgum	stop
Mariënberg	stop
Martenshoek	basic
Meerssen	basic
Meppel	basic
Middelburg	basic
Mook-Molenhoek	basic
Naarden-Bussum	basic
Nieuw Amsterdam	stop
Nieuw Vennep	basic

Name of the station	Station Class
Nieuwerkerk a/d IJssel	basic
Nijkerk	basic
Nijmegen	mega
Nijmegen Dukenburg	basic
Nijmegen Goffert	basic
Nijmegen Heyendaal	basic
Nijmegen Lent	basic
Nijverdal	basic
Nunspeet	basic
Nuth	stop
Obdam	basic
Oisterwijk	basic
Oldenzaal	basic
Olst	basic
Ommen	basic
Oosterbeek	stop
Opheusden	stop
Oss	basic
Oss West	basic
Oudenbosch	basic
Overveen	basic
Purmerend	basic
Purmerend Overwhere	basic
Purmerend Weidevenne	basic
Putten	basic
Raalte	basic
Ravenstein	basic
Reuver	basic
Rheden	stop
Rhenen	basic
Rijssen	basic
Rijswijk	basic
Rilland-Bath	stop
Roermond	plus
Roodeschool	stop
Roosendaal	plus
Rosmalen	basic
Rotterdam Alexander	plus
Rotterdam Blaak	mega
Rotterdam Centraal	cathedral
Rotterdam Lombardijen	basic
Rotterdam Noord	basic
Rotterdam Stadium	stop
Rotterdam Zuid	basic

Name of the station	Station Class
Valkenburg	basic
Varsseveld	stop
Veendam	basic
Veenendaal Centrum	basic
Veenendaal West	basic
Veenendaal-De Klomp	basic
Velp	basic
Venlo	basic
Venray	basic
Vierlingsbeek	stop
Vleuten	basic
Vlissingen	basic
Vlissingen Souburg	stop
Voerendaal	stop
Voorburg	basic
Voorhout	basic
Voorschoten	basic
Voorst-Empe	stop
Vorden	stop
Vriezenveen	stop
Vroomshoop	stop
Vught	basic
Waddinxveen	basic
Waddinxveen Noord	stop
Waddinxveen Triangel	stop
Warffum	stop
Weert	basic
Weesp	plus
Wehl	stop
Westervoort	basic
Wezep	basic

Name of the station	Station Class
Wierden	basic
Wijchen	basic
Wijhe	basic
Winschoten	basic
Winsum	basic
Winterswijk	basic
Winterswijk West	stop
Woerden	plus
Wolfheze	stop
Wolvega	basic
Workum	stop
Wormerveer	basic
Zaandam	mega
Zaandam Kogerveld	basic
Zaandijk Zaanse Schans	basic
Zaltbommel	basic
Zandvoort aan Zee	basic
Zetten-Andelst	stop
Zevenaar	basic
Zevenbergen	basic
Zoetermeer	basic
Zoetermeer Oost	basic
Zuidbroek	stop
Zuidhorn	basic
Zutphen	plus
Zwijndrecht	basic
Zwolle	mega
Zwolle Stadshagen	basic

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